

**TRAINING AND TECHNICAL ASSISTANCE FOR ENERGY
WEATHERIZATION**

REQUEST FOR PROPOSAL

2022-RFP-86



State of California
Department of Community Services and Development
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1. PURPOSE AND DESCRIPTION OF PROGRAMS

A. Background

The Department of Community Services and Development (CSD) is a State of California Department under the California Health and Human Services Agency (CalHHS).

The mission of CSD is to reduce poverty for Californians by administering and enhancing energy and community service programs that result in an improved quality of life for low-income Californians. CSD fosters strong partnerships with local community organizations to provide high impact programs and leverage strategic resources resulting in ever-increasing hope, dignity, and quality of life for California’s low-income residents.

CSD manages three federally funded statewide energy saving weatherization programs for low-income households through a network of 41 Local Service Providers (LSPs), and two state funded low-income weatherization programs for multi-family and single-family farmworker housing through a network of two (2) Program Administrators. CSD contracts with 41 LSPs and two Program Administrators, hereafter referred to collectively as Local Service Providers, to support program administration and delivery of program services at the local level. The programs are described below:

1) Low-Income Home Energy Assistance Program (LIHEAP)

The U.S. Department of Health & Human Services (HHS) funded LIHEAP provides assistance to eligible low-income households to meet their immediate home heating and/or cooling needs. The Home Energy Assistance Program provides financial assistance to eligible households to offset the costs of heating and/or cooling of residential dwellings, and the Energy Crisis Intervention Program provides payments for supply shortage and services to help low-income households cope with weather-related or energy-related emergencies. In conjunction with the cash grant and emergency assistance subprograms, LIHEAP funds a Weatherization Program providing free weatherization services to reduce heating and cooling costs and improve the energy efficiency of homes, including attic insulation, weather-stripping, minor housing repairs, caulking, water heater blankets and refrigerator replacement, electric water heater repair or replacement, heating and cooling system repair or replacement, LED torchiere lamps and thermostat and related energy conservation measures. CSD strategically leverages its LIHEAP weatherization funding with the more extensive U.S. Department of Energy Weatherization Assistance Program described below.

2) Weatherization Assistance Program (WAP)

The U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) provides assistance to eligible low-income households with services designed to improve the energy efficiency of their homes, reducing energy usage and costs, while safeguarding the health and safety of the households. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include: weather-stripping, insulation, caulking, water heater blankets, refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, LED torchiere lamps, and thermostats.

3) Low-Income Weatherization Program (LIWP)

The Low-Income Weatherization Program (LIWP), part of California Climate Investments, is an energy efficiency and renewable energy generation program administered by CSD to reduce greenhouse gas emissions and save energy for eligible low-income households at no cost. LIWP includes the Single-Family Energy Efficiency and Solar Photovoltaics (PV) Program Farmworker component that installs a variety of measures that include energy efficiency upgrades, solar PV, health and safety improvements, and limited home repairs to eligible, low-income farmworker households. In addition to the Single-Family program, LIWP includes the Multi-Family Energy Efficiency and Renewables program component providing incentives to assist the installation solar PV systems and energy efficiency upgrades within eligible low-income multi-family housing properties.

B. Purpose of Request for Proposal

CSD is looking for a highly qualified Contractor to provide technical services, research, and project development to CSD in support of its network of Local Service Providers. The Contractor will also provide training coordination and conduct field training for the weatherization services staff of Local Service Providers, and for the staff of a separate contractor providing Quality Assurance Weatherization Inspection (QAI) services. The QAI contract is awarded by a separate procurement process, and any current or future contractor (or affiliates) providing services for CSD under a QAI contract is ineligible to submit bids or Proposals for this Training and Technical Assistance procurement. The Scope of Work, Item 2. below, provides more detail on the type of training and technical services to be performed. It is expected that Proposers have knowledge and experience with weatherization and local building codes, have knowledge of the aforementioned state and federal standards, policies and applicable laws, and have the ability to assist CSD and Local Service Providers in understanding and implementing relevant new standards and technologies.

C. Term of Agreement and Maximum Amount

The anticipated term of the agreement(s) is from August 1, 2022, or upon approval of the Department of General Services through July 31, 2025, contingent on the availability of federal funds from year to year. The anticipated maximum amount available for services under this procurement is five million dollars (\$5,000,000).

2. SCOPE OF WORK

A. General Technical Assistance Services

- 1) The Contractor shall provide technical assistance to CSD and to its network of Local Service Providers in support of the following programs:
 - a. U.S. Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP) weatherization assistance services.
 - b. The U.S. Department of Energy Weatherization Assistance Program (DOE WAP).
 - c. The Low-Income Weatherization Program (LIWP) allocated through the State of California Greenhouse Gas Reduction Fund (GGRF) and General Fund.
 - d. Any additional energy programs that may be administered by CSD during the term of the contract.
- 2) Upon request, the Contractor shall provide technical assistance services including, but not limited to:
 - a. Attend and participate at meetings with Local Service Providers, which are held up to four (4) times per year.
 - b. Attend and participate in CSD convened meetings or similar joint working groups addressing policy and program issues related to weatherization, which are held up to twelve (12) times per year.
 - c. Assist CSD with technical policy matters, in its formal communications with Local Service Providers, through webinars, written communications, and conference calls.
 - d. Assist CSD with the development of weatherization inspection policies and procedures, inspection reporting standards, and monitoring of the separate CSD Quality Assurance Weatherization Inspection Contract.
 - e. Review inspection, monitoring, and analytical reports and advise

CSD on the strategic development of methods and training for improving weatherization services at the Local Service Provider level.

- f. Assist CSD in the mentoring of new or underperforming Local Service Providers, and the development of new service protocols.
- g. Assist CSD staff by providing direct technical assistance support for CSD's dedicated technical hotline and email address.
- h. Set up, update, and maintain the CSD Local Service Provider Energy Audit Libraries that contain climate data for cities and towns throughout California.
- i. Conduct special investigations as directed by CSD, such as focused review of a particular deficiency with a LSP's operations or service delivery identified by CSD during field inspections or by other means. Special investigations may include the need for a formal report to CSD denoting observations, noncompliance findings, risks, and recommended corrective actions. It is expected that the Contractor will work in collaboration with CSD and the Quality Assurance Weatherization Inspection Contractor on special investigations.

B. Technical Research and Special Projects

- 1) New Developments and Standards - Contractor shall, upon request from CSD, provide technical research including, but not limited to:
 - a. Research new developments in energy efficiency measures, protocols, and methodologies for incorporating feasible and allowable measures into the CSD energy programs' standards and procedures.
 - b. Assist CSD in the interpretation, development and implementation of new or revised audit standards, priority lists, building codes, applicable federal regulations, guidance and other technical updates from federal funding agencies for incorporation into CSD energy program standards and policies.
 - c. Assist CSD in the program development and implementation of any additional energy programs that may be administered by CSD.
 - d. Provide other research as assigned (past projects have included evaluation of the DOE Energy Audit and development of a Priority List used by Local Service Providers for weatherization services).
 - e. Conduct special projects as directed by CSD to assist in the development and support of the demonstration of pilots designed to

test the feasibility of innovation and new technologies within CSD's suite of weatherization programs. Past projects have included a Solar PV Pilot Project, Solar Water Heater Pilot Project, conducting quantitative and qualitative analysis for CSD's LIWP Multi-Family and Single-Family Energy Efficiency and Solar PV programs, and revisions to CSD's Online Training Center and training provisions to Local Service Providers.

C. Training Development and Delivery

- 1) Development and Support –The Contractor shall support CSD in the management of training functions for Local Service Providers and Quality Assurance Weatherization Inspection Contractor staff. The Contractor shall conduct the following training support functions:
 - a. Develop training curricula covering new or updated standards, new technologies, and practices.
 - b. Coordinate new state and federal weatherization requirements with state training centers.
 - c. Assist CSD with the monitoring and evaluation of CSD-approved Training Centers and training center staff, to assure alignment with CSD Training Center policies, procedures, and objectives, including on-site evaluation of the CSD-approved Training Center located in Stockton and other Training Centers that are approved during the contract term.
 - d. Assist CSD in the evaluation of training needs for the CSD Quality Assurance Weatherization Inspection Contractor staff and Local Service Providers, including onsite field evaluations.
 - e. Provide system support and updates to incorporate program changes for CSD's Learning Management Portal and training records maintenance. This may include the development of new online training modules.

- 2) Training Delivery – Contractor shall maintain, update, and deliver field training or training webinars to the weatherization services staff of Local Service Providers as requested. Contractor shall also deliver training services to the CSD Quality Assurance Weatherization Inspection Contractor and CSD energy staff.

Field training generally occurs after the completion of the basic courses delivered through online training and at CSD's approved Training Centers. Field Training courses or training webinars will focus on, but not be limited to, the following techniques and skills:

- a. Diagnostic testing for air infiltration reduction and duct leakage.

- b. Combustion appliance safety technology.
 - c. Measure installations, including but not limited to, appliance diagnosis, repairs and replacements, insulation, electrical base load, air infiltration reduction, and door and window repair or replacement.
 - d. Quality assurance inspections.
 - e. Dwelling assessments to determine the feasibility of applicable measures and the existence of any health and safety issues.
 - f. CSD Weatherization Policies and Procedures and Technical Reference Manual.
 - g. Energy audit software applications and the CSD prioritized list for energy efficiency measure installation protocols.
 - h. Solar renewable energy training.
- 3) Training Evaluation – The Contractor shall use evaluation tools to structure and make ongoing improvements to training content and demonstrate the ability to report results and recommendations to CSD, and at CSD’s direction, to Local Service Providers, the CSD Quality Assurance Weatherization Inspection Contractor, and the CSD-approved Training Centers.
- 4) Training Communication – The Contractor shall respond to all training requests, inquiries, and feedback from the Local Service Provider Network, CSD staff, and approved Training Centers.

D. Electronic Data Collection and Reporting Requirements

1) Monthly Invoices

The Contractor shall submit monthly invoices no later than the tenth (10th) day of the following month. Supporting documentation shall include Monthly Activity Reports and other records that substantiate billed costs, as requested by CSD.

2) Monthly Activity Reports

The Contractor shall submit the following monthly activity reports to CSD due no later than the tenth (10th) day of the following month. The reports shall be submitted using an approved CSD electronic format.

- a. Field Training Summary Activity Report – Contractor shall collect training data for purposes of compiling a summary report of each

field training conducted. Data shall include but not be limited to the number of trainees, average test scores, training description, and training assessment.

- b. Field Training Detailed Activity Report – Contractor shall collect training data for purposes of compiling a detailed report of each field training conducted. Data shall include, but not be limited to individual trainee information, trainee test scores, and recommendations for additional training by trainee.
- c. Field Monitoring Report – Contractor shall submit individualized narrative reports for any monitoring of the CSD Quality Assurance Weatherization Inspection Contractor and CSD-approved Training Centers, evaluations of Local Service Provider performance and training needs, and any special investigations performed during that period. These reports may require specific data collection as determined by CSD.

3) Close-Out Report

The Contractor shall submit to CSD, within sixty (60) calendar days of the end of the contract period, a final comprehensive report evaluating the entire project with recommendations toward resolving any identified problems. The final report shall be supported by data collected and analyzed throughout the contract term.

3. MINIMUM QUALIFICATIONS FOR PROPOSERS

The description of the Proposer’s firm and résumés of Proposer’s key staff shall demonstrate the knowledge and ability to manage a state-wide project providing technical support and training for weatherization, energy efficiency and solar renewables, and hazard mitigation. To qualify for consideration, Proposers must meet the following criteria:

- A.** The Proposer’s firm shall have a minimum of three (3) years’ experience performing consultant activities in the fields of residential housing improvement, renovations or equivalent type residential-based or commercial construction activity, with a major focus on weatherization or energy efficiency standards.
- B.** The Proposer’s firm shall have a minimum of three (3) years’ experience demonstrating the expertise and capacity in development and direct management of quality-assurance programs related to residential housing improvement renovation or equivalent residential based or commercial construction activity.
- C.** The Proposer’s firm shall have a minimum of two (2) years’ experience training persons on weatherization or other energy efficiency procedures. Training experience could include training outside entities, formal in-house training, or experience in developing curriculum.

- D. The Proposer's firm shall certify knowledge in the application of state and local building codes, including the building standards of Title 24 of the California Code of Regulations (See Attachment 2 for Certification).
- E. The Proposer shall certify knowledge of the standards for the Class B, General Contractor License, issued by the California Contractors State License Board. (See Attachment 2 for Certification).
- F. The Proposal shall certify that the firm has basic contemporary computer skills and proficiency with the Microsoft Office Suite or equivalent software applications to facilitate the aggregation of training, the development and production of research and special reports, and coordination and delivery of training and communications with Local Service Providers and CSD (See Attachment 2 for Certification).
- G. Proposer's firm must be in good standing with the appropriate local and state oversight licensing authorities and currently qualified to conduct business in California. CSD may contact the Secretary of State to determine the Proposer's current standing. If the Proposer's firm is not subject to registration with the Secretary of State, the firm shall submit a copy of its current local business license, as applicable.

4. PROPOSAL REQUIREMENTS AND INFORMATION

A. Proposal Submission Requirements

- 1) Contractor Capability. Tell us about your firm. Be sure to include the following in a short narrative:
 - a. When your firm was established and where is it located.
 - b. What specific types of training, technical assistance, consulting and research your firm has completed. Include any experience in providing such services for weatherization projects, energy efficiency and solar renewables projects, building decarbonization and electrification, or code enforcement.
 - c. Provide in detail any experience performing training, technical assistance, research and consulting services for federal, state, or local government, or government funded projects. If there is experience, explain the reporting requirements for these projects.
 - d. Provide in detail any experience providing training, technical assistance and research and consulting services for programs serving low-income communities and/or nonprofit organizations which serve low-income communities.

- e. List any relational database programs your firm currently uses and explain how you use database programming for training and technical assistance, research, consulting and reporting. Provide a sample report based on relational database technology.
 - f. Explain how your firm is currently organized and structured. Provide a current organization chart.
- 2) Staff Capability. Tell us about your staffing. Be sure to include the following in a short summary and résumés for current staff who are working on this project:
- a. Years of training, technical assistance, consulting, and research experience for each staff member to be managing or performing services for the project; include any experience specifically focused on weatherization or energy efficiency and solar renewables and code compliance. Experience and background relating to building decarbonization and electrification should also be addressed.
 - b. Professional education, licenses, credentials or certifications in the housing and evaluation field or related fields. This could include engineering or architectural degrees, contractor licenses, and exam-based certifications from professional associations or government entities.
 - c. Indicate if you plan to hire additional staff for this project and provide the number of additional hires. Regardless of whether you expect to hire additional staff, explain how you would recruit qualified and experienced staff and prepare and submit a formal job description, that you would use for hiring, focusing on this project.
 - d. Provide résumés of all current staff who will be involved in this project that fully cover their credentials and experience.
- 3) Subcontractors. Tell us about any subcontractors you plan to use for this project. Be sure to include the following in a short summary. Include any sub-contractor staff résumés who will be working on this project:
- a. Years of training, technical assistance, consulting and research experience for each subcontractor assigned to the project; include any experience specifically focused on weatherization or energy efficiency and solar renewables and code compliance.
 - b. Professional education, licenses, credentials or certifications of sub-contractor staff in the housing and evaluation field or related fields. This could include engineering or architectural degrees, contractor licenses, and exam-based certifications from professional organizations or government entities.
 - c. Provide résumés of all subcontractors' current staff who will be

involved in this project that fully cover their credentials and experience.

Note: If subcontracting for services to be delivered under the Contract, the successful Proposer must follow these Federal Procurement Standards:

- i. U.S. Department of Energy - 2 CFR § 200.317 – 2 CFR § 200.326.
 - ii. U.S. Department of Health and Human Services 45 CFR § 75.326 – 45 CFR § 75.340.
- 4) Situational Exercises – Describe, in nine (9) total pages or less, how your firm would manage and provide innovative solutions for each of the following two (2) hypothetical scenarios:
- a. CSD has found that weatherization work completed by some Local Service Providers is substandard and feasible weatherization measures are not being installed. Describe how you would identify the underlying causes or barriers and how you would address the issue initially and on a long-term basis.
 - b. The DOE Weatherization Assistance Program requires that CSD have a comprehensive training plan for its network of Local Service Provider weatherization workers that is aligned with the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA).

Training Plans must address two distinct categories:

- i. **Tier 1 Training:** Comprehensive, occupation-specific training which follows a curriculum aligned with the JTA for that occupation. Tier 1 training must be administered by, or in cooperation with, a training program that is accredited by a DOE-approved accreditation organization for the JTA being taught. Accredited training can be administered in a number of ways including traveling training programs, distance learning programs and other options approved by DOE.

Examples of Comprehensive Training include: Retrofit Installer/Technician, Crew Leader, Energy Auditor and Quality Control Inspector courses delivered by Interstate Renewable Energy Center (IREC)-accredited training providers, accredited for the JTA matching the job category.

- ii. **Tier 2 Training:** Single-issue, short-term, training to address acute deficiencies in the field such as dense packing, crawlspace, The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), etc. Conference

trainings are included in this category.

Training Plans must ensure that all weatherization field staff receives regular Tier 1 training. CSD will decide on the regularity of training based on workforce needs and availability of funds. The training plan should include an analysis of training needs and a plan for meeting those needs over a defined period of time, which can span multiple Program Years.

Tier 2 training may be provided by accredited or non-accredited training providers. Specific Training should be provided on an as-needed basis, as determined by monitoring reports, self-surveys, or other methods.

For more information on the DOE Training Plan requirements refer to WPN 22-4, Quality Work Plan Requirements, included in the bidder's library.

Describe your approach to design a training program that ensures CSD meets the Tier 1 and Tier 2 training requirements.

CSD is looking to redesign and expand its training program to utilize more innovative approaches and provide longer lasting effectiveness. Describe how you would design a training program that meets both goals.

- c. Proposing firms will submit an estimate on how many hours it would take the proposing firm to complete a subset of the rate tasks, based on the above situational exercises.
 - i. General Research Tasks – Estimate and briefly justify how many hours you would need to successfully complete the situational exercise in a. above, concerning the identification of underlying causes or barriers for underperforming Local Service Providers.
 - ii. Training Development – Estimate and briefly justify how many hours it would take to redesign the current training program to make it more innovative and provide longer lasting effectiveness in scenario b. above.
- 5) Work Plan. Prepare and submit a Work Plan, in ten pages or less, that encapsulates your approach to the scope of work. Include the following information:
 - a. Your firm's ability to marshal staff and technological resources across the entire state, including conducting virtual training and in-person field training in remote locations, which will result in proficient technical assistance. Explain your plan for achieving full

state coverage. Include how you would structure these resources to complete the project. Explain how you would monitor and evaluate the training processes to enhance and improve performance.

- b. Explain how you would utilize information technology resources in which you have experience to schedule virtual and in-person field training efficiently, assure timely and detailed reporting and foster communication with CSD and its Local Service Providers.
- c. As part of the Work Plan, prepare and submit a ramp-up schedule, describing when training and technical assistance service will commence.

6) Cost Proposal

- a. The successful contractor shall be reimbursed based on the perceived complexity of project tasks and the expertise involved in task completion. Reimbursement will be based on a combination of hourly, daily and unit rates. These rates will include all travel and per diem; indirect and overhead costs; profit and any other item of expense incidental to the Contract.
- b. Proposing firms will submit two (2) hourly rates, based on the relative complexity of the tasks:
 - i. A rate to include tasks of lesser complexity:
 - Attend and participate at CSD meetings.
 - General Technical assistance and technical communication.
 - Set up and update Audit Libraries.
 - Provide direct technical assistance support for CSD's dedicated technical hotline and email address.
 - Technical assistance in support of CSD's Learning Management Portal.
 - Administration of online training.
 - Data collection and data reporting.
 - Training coordination tasks.
 - Less complex ad hoc tasks.
 - Compilation of training data.
 - Travel time for locations over 50 miles.
 - ii. A rate to include tasks of greater complexity:
 - Perform complex technical assistance, technical research, special projects, and advanced studies.
 - Local Service Provider Mentoring.
 - Development and delivery of complex training.

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- Customization of training profiles including the determination of training needs for the Quality Assurance Weatherization Inspection Contractor.
 - Conduct special investigations.
 - More complex ad hoc tasks.
- c. Proposing firms will submit a daily rate for performing in-field weatherization services training for Local Service Providers and the staff of the CSD Quality Assurance Weatherization Inspection Contractor.
- d. Provide a Budget Narrative explaining how the Proposer developed and determined the hourly rate and the daily training rate. The narrative detail shall explain and justify the proposed hourly and daily rates. Provide enough detail to explain:
- i. The major cost categories considered in determining the costs.
 - ii. An explanation of the costs based on either actual experience of your organization under a specific timeframe or an estimate of costs with the sources of information and assumptions used in the estimate.
 - iii. Any cost considerations included in your proposed rates that are unique to your approach to this project.
- e. The Proposer's Cost Proposal including the Budget Narrative shall be submitted using the form in Attachment 4.

B. Key Action Dates

All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

RFP Available to Prospective Proposers	May 9, 2022
Written Question Submittal Deadline (Please email questions to crystal.alvarez@csd.ca.gov by deadline)	May 16, 2022 2:00 p.m.
Response to Questions Deadline	May 23, 2022 2:00 p.m.
Intent to Submit Proposal Request to BNCS@csd.ca.gov	May 23, 2022 5.00 p.m.
Final Date for Proposal Submission	May 31, 2022 11:59 p.m.
Initial Proposal Evaluations Completed	May 31 – June 14, 2022
Potential Interview of Finalists at CSD	June 15-17, 2022
Final Scoring and Notice of Intent to Award Posted at CSD	June 20, 2022
Last Day to Protest the Award	June 27, 2022
Agreement Award	June 28, 2022
Projected Contract Term (Upon approval by the Department of General Services)	August 1, 2022 through July 31, 2025

C. Submission of Proposal

- 1) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The Proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of the Proposal.
- 2) Failure to deliver a response by the date and time listed in the Key Action Dates will be cause for rejection of the response. It is the responsibility of the Proposer to ensure documents are submitted on time. CSD is not responsible for errors or delays.
- 3) CSD requires Proposers to provide solicitation responses electronically via a secure dropbox. All Proposers shall send an email to BNCS@csd.ca.gov at least five business days prior to the proposal submission due date, stating their intention to submit a Proposal prior to the Final Date for Proposal Submission. The subject line of this email must read:
 - a. **Response to 2022-RFP-86: Training and Technical Assistance for Energy Weatherization**

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- 4) Upon receipt, CSD will issue each Proposer a private link and instructions to submit all Proposal documents in PDF form (unless instructed otherwise). A complete Proposal must be submitted by the date and time indicated in the Key Action Dates, or the Proposal will be rejected.
- 5) Proposals and attachments must be submitted in a searchable format and must be named the following:
 - a. **2022-RFP-86 Proposal** (Company Name) (Document name, number, or other specific document ID).
- 6) All Proposal documents must have an electronic signature signed by a person who is authorized to bind the proposing firm.
- 7) Proposals must be provided electronically in not less than 12-point font and have a minimum of one-inch margins. The narrative portion of the proposal shall not exceed a total of forty (40) pages. Attachments, résumés of key staff, certifications and other required and optional documents are not included in the forty (40) page limitation.
- 8) If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
- 9) All Proposals shall include the documents identified in Attachment 1, *Required Attachment Checklist*. Proposals not including the proper required attachments shall be deemed nonresponsive. A nonresponsive Proposal is one that does not meet the basic Proposal requirements.
- 10) Proposals must be submitted for the performance of all the services described herein. Any deviation from the requirements shall be deemed nonresponsive.
- 11) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all Proposals and may waive any immaterial deviation in a proposal. The State's waiver of an immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- 12) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- 13) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned Proposal may be rejected.
- 14) A Proposer may modify a Proposal after its submission by withdrawing its original Proposal and resubmitting a new Proposal prior to the submission

- deadline as set forth in the Key Actions Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 15) A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an agent authorized in accordance with above. A Proposer may thereafter submit a new Proposal prior to the Proposal submission deadline. Proposals may not be withdrawn without cause subsequent to Proposal submission deadline.
 - 16) As the awarding department, CSD may modify the RFP prior to the submission date of Proposals by the issuance of an addendum to the original posting of the RFP. Notice shall be given to all known prospective Proposers.
 - 17) CSD reserves the right to reject all Proposals for the entire procurement or for particular project tasks. CSD is not required to award an agreement.
 - 18) Before submitting a response to this solicitation, Proposers should review their responses, correct all errors, and confirm compliance with the RFP requirements.
 - 19) Where applicable, Proposer should carefully review the Scope of Work, the locations of Local Service Providers listed in Exhibit A and Training Centers and all other work and specifications contained in this RFP. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - 20) More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
 - 21) The State does not accept alternate contract language from a prospective contractor. A Proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017), Contractor's Security Agreement Addendum and Conflict of Interest/Non-Disclosure Statement are not negotiable.
 - 22) No oral understanding or agreement shall be binding on either party.
 - 23) CSD Technical Reference Manual, training course outlines, program policies, forms and guidance, local service provider contracts, and other related information are available in the bidder's library. Proposer will have to request access to the bidder's library to view documents by contacting CSD at Energy.RFP@CSD.ca.gov.
 - 24) CSD is required to comply with [Executive Order N-6-22](#), issued March 4, 2022, which restricts state agencies from contracting with any individual or entity determined to be the subject of economic sanctions. For contracts valued at \$5 million or more, contractors will be required to report to the agency their compliance with economic sanctions, including reporting on

steps taken in response to Russia's actions in Ukraine. Bidders must review Executive Order N-6-22 in full and 1) certify agreement with the requirements set forth and 2) confirm they are not the subject of any economic sanctions.

D. Evaluation Process

The selection method for this procurement is a Secondary Request for Proposal (RFP). This method is being used because the quality of expertise, approaches and methods may differ significantly from one Proposer to another.

Phase I

At the time of Proposal opening, each Proposal will be checked for the inclusion of required information in conformance with the submission requirements of this RFP. Each Proposal will also be reviewed to determine if the Proposer firm meets the minimum experience requirements. Proposals that are determined to be responsive will continue on to Phase II.

Phase II

Each responsive Proposal will be scored by a panel of reviewers, first individually and then collaboratively. Reviewers will be CSD employees. Reviewers will review each Proposal and jointly assign a point value based on the scoring criteria listed below. At the panel's option, one or more of the top scoring Proposers will move on to Phase III, the Interview Phase.

Phase III

If additional clarifying information is needed, CSD will invite no more than two principal staff persons from each top scoring Proposer firm to a virtual interview. One of the principals should be the head of the proposing firm or the designated project manager. The interview panel will consist of members of the scoring panel and may be augmented by CSD management staff. The Interview Phase will consist of a brief presentation by the proposing firm of their strengths, based on the written Proposal, followed by questions from the interview panel probing for better understanding of the Proposal and its strengths and weaknesses. The questions are to determine the potential of each firm to manage a high quality, statewide, cost-effective project. If, at this point, the panel determines that a proposing firm has grossly misrepresented the experience of the firm or its staff, the firm may be disqualified.

Final Scoring

If CSD determines that the Phase III interviews are not necessary, the award will be based on the Phase II panel scoring. Any available preference points for Certified Small Business vendors or vendors who qualify for the Target Area Contract Preference Act Program (TACPA) or Disabled Veteran Business Enterprise (DVBE) Preference points will be added to the score. The firm with the

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highest score will be recommended for the posting of the award. If CSD determines that it is in the best interest of the State to make two awards, the highest two scores will be recommended for posting.

The rating categories are on the following three pages:

PROPOSAL EVALUATION POINT SCORING CRITERIA

CATEGORY	SUBJECT AREA AND CRITERIA	MAXIMUM POINTS
4.A.1)	Capability of Organization	
a. and b.	Length and scope of the organization experience in performing consultant, technical assistance and training activities in the fields of home weatherization, energy efficiency and solar renewables projects, building decarbonization and electrification, or code enforcement. The relevance of the above experiences in meeting project goals.	20
c.	Organization’s scope of experience in performing training, technical assistance, research and consulting services for federal, state or local government or government funded projects. Experience in completing reporting requirements for these projects.	10
d.	Organization’s scope of experience in performing training, technical assistance, research and consulting services for programs serving low-income communities and/or non-profit organizations which serve low-income communities.	10
e.	Experience with relational database technology and the relevance of that experience in meeting project goals.	5
f.	Potential of the current organization structure to serve, or expand to serve, a state-wide project.	5

Subtotal Category A.1) 50

4.A.2) and A.3)	Staff Capability	
2)a. and 3)a.	Current staff experience in providing consulting activities in the fields of weatherization, energy efficiency and solar renewables, building decarbonization/electrification and code compliance.	15
2)b. and 3)b.	The professional education, licenses and certifications held by Proposer or sub-contract staff and the relevance of the credentials to meet project needs.	10
2)c.	The level of hiring necessary to provide adequate project staffing. The ability to recruit and hire additional qualified staff as reflected in the recruitment narrative and formal job description.	5

	Note: Include in the evaluation of Staff Capability, the experience and qualifications of any sub-contractor staff proposed for use in this project.	
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Subtotal Category A.2 and A.3)..... 30

4.A.4)	Situation Exercises	
a. and c.	How well does the approach to Situation a., the process of identifying barriers for substandard performance demonstrate understanding of the task? How well will this approach address identified issues on a short-term and long-term basis?	15
b. and c.	How well does the approach to Situation b., to design a training program, demonstrate the ability and experience to meet CSD program goals? Are there any innovative approaches included?	15

Subtotal Category A.4)..... 30

4.A.5)	Work Plan	
a.	The strength of approach to marshalling staff and resources state-wide. The ability to monitor and evaluate the training process to enhance and improve performance.	8
b.	The strength of approach in using information technology resources to schedule training efficiently, assure timely, detailed reporting and foster communications between CSD and Local Service Providers.	6
c.	The strength and adequacy of getting technical assistance tasks up and running to assure that tasks can move forward with minimal interruption.	6

Subtotal Category A.5)..... 20

4.A.6)	Cost Proposal	
b. i.	The relative proposed hourly rate for less complex tasks. The proposal with the lowest cost will be awarded the highest score.	15
b. ii.	The proposed hourly rate for more complex technical assistance tasks. In awarding points, the cost will be evaluated both for price and the ability to adequately justify costs for the three situation exercises tasks.	20
c.	The relative proposed daily rate for performing In-Field Weatherization Field Training. The proposal with the lowest cost will be awarded the highest score.	20
d.	The ability to demonstrate that the proposed hourly and daily rates are reasonable and fully adequate to cover the	15

	costs of the project, as reflected by how well those costs were established through the Budget Narrative.	
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Subtotal Cost Proposal 70

TOTAL POSSIBLE POINTS BEFORE PREFERENCE..... 200

***Certified Small Business Preference:** A certified small business will have its total points increased by 5 percent of the total points awarded to the highest scored non-small business Proposer.

Target Area Contract Preference Act (TACPA): Vendors who have provided proof of qualification for the TACPA Program will have the 60 points for Cost Detail Items 1) and 2) increased by 5 percent (No more than 3 Points).

***The Disabled Veteran Business Enterprise (DVBE) Incentive** may result in the increase of a firm’s total points. The Incentive may be reached by the Proposer having certified DBVE status, or through the use of certified DVBE sub-contractors or suppliers of goods and services for the contract, who have been identified in Exhibit 3 of the proposal. Application of DVBE Incentive will be based on the percentage of participation as specified below.

Confirmed DVBE Participation	Possible Points Calculation (200 total possible points)
5% and over	5% x 200 = 10 points
4% - 4.99% inclusive	4% x 200 = 8 points
3% - 3.99 % inclusive	3% x 200 = 6 points
2% - 2.99% inclusive	2% x 200 = 4 points
1% - 1.99% inclusive	1% x 200 = 2 points

Links to information on qualifying for these preference programs are contained in Item 5. PREFERENCE/INCENTIVE PROGRAMS.

E. Award and Protest

- 1) Notice of the proposed award shall be posted in a public place in the office of the Department of Community Services and Development, 2389 Gateway Oaks Drive, Sacramento, 95833 and on CSD’s Internet site at www.csd.ca.gov for five working days prior to awarding the agreement.
- 2) Protests of the proposed award must demonstrate that the protesting Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP. If any Proposer, prior to the award of agreement, files a protest with the Department of Community Services and Development and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, Seventh Floor, Suite 7-330, West Sacramento, California 95605 and emailed to: OLSProtests@dgs.ca.gov, the protest must include the solicitation number and the awarding agency’s name. A copy of the protest shall be e-mailed

to the awarding agency at BNCS@csd.ca.gov. The Agreement shall not be awarded until either the protest has been withdrawn or the DGS/OLS has decided the matter.

- 3) Within five days after filing the initial protest, the protesting Proposer shall file with DGS/OLS and CSD a detailed statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite #7-330, West Sacramento, CA 95605 and emailed to: OLSProtests@dgs.ca.gov. A copy of the detailed written statement should be emailed to the awarding agency at BNCS@csd.ca.gov.

F. Disposition of Proposals

Upon Proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and they will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

G. Agreement Execution and Performance

- 1) The Contractor shall have current staff available for technical assistance activities under this contract at the starting date of the contract. Field training activities shall be available not later than 30 days of the starting date of the contract, or on the express date set by the awarding agency and the Proposer, after all approvals have been obtained and the agreement is fully executed. Should the Proposer fail to commence work at the agreed-upon time, the awarding agency, upon five days written notice to the Proposer, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between Proposer's Proposal price and the actual cost of performing work by the second lowest Proposer or by another contractor.
- 2) All performance under the agreement shall be completed on or before the termination date of the agreement.
- 3) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 4) No oral understanding or agreement shall be binding on either party.

5. PREFERENCE / INCENTIVE PROGRAMS

Information about qualifying for State of California preference and DVBE incentive programs can be found at the Internet web sites listed below:

- A. Small Business Preference – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.
- B. Target Area Contract Preference Act (TACPA) – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.
- C. Disabled Veteran Business Enterprise (DVBE) requirement and incentive:

The Department elects to waive the DVBE Program Requirements, however the DVBE incentive still applies.
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

6. STATEMENT OF ECONOMIC INTERESTS

All Contractor staff providing services to CSD must complete the Statement of Economic Interests form. CSD will assess Contractor’s key personal assigned to provide services based on contractual duties and other factors that are required to complete the form.

The Statement of Economic Interests form can be reviewed at [Form 700 \(ca.gov\)](#).

7. REQUIRED ATTACHMENTS

ATTACHMENT 1
REQUIRED ATTACHMENTS CHECKLIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

Narrative Portion of Proposal

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Bidder Declaration https://www.documents.dgs.ca.gov/DGS/FMC/GS/PD/GSP/D05-105.pdf
_____ Attachment 4	Cost Proposal
_____ Attachment 5	Payee Data Record, STD. 204 https://www.dgs.ca.gov/PD/Forms
_____ Attachment 6	Contractor Certification Clauses (CCC 04/2017). The CCCs can be found on the Internet at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Page 1 must be signed and submitted prior to the award of the agreement, but it is not required if the Proposer has submitted this form to the awarding agency within the last three years.
_____ Attachment 7	Darfur Contracting Act Certification
_____ Attachment 8	The Proposal Narrative and résumés of Key Personnel
_____ Attachment 9	California Civil Rights Law Attachment (Required for contracts > \$100,000)
_____ Attachment 10	Iran Contracting Act (Required for contracts > \$1,000,000)
_____ Attachment 11	Most Recent Audited Financial

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- _____ Attachment 12 Small Business Preference *If applicable -
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- _____ Attachment 13 DVBE Incentive *If applicable -
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- _____ Attachment 14 Target Area Target Area Contract Preference Act (TACPA) *If applicable - <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed by a person authorized to contractually bind the proposing firm and returned with the “required attachments” as an entire package with one (1) original to include original signatures on at least one complete proposal binder and three (3) copies. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. Do not return Section 4, Proposal Requirements and Information, or any “Sample Agreement” at the end of this RFP.

- A. By signing this Certification Sheet, the Proposer certifies knowledge within the firm of the application of the building standards of Title 24 of the California Code of Regulations.
- B. By signing the Certification Sheet, the Proposer certifies knowledge of the State’s standards for the Class B General Contractors License.
- C. By signing this Certification Sheet, the Proposer certifies that the firm has basic computer skills and proficiency with Microsoft Office Suite or its equivalent, including Professional software applications, i.e., Word, Excel, Email, Outlook, and Access or their equivalents.
- D. By signing this Certification Sheet, the Proposer certifies that it reviewed Executive Order N-6-22, certifies Proposer is not the subject of any economic sanctions, and agrees to comply with any requests to report information to CSD as set forth therein.
- E. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An incomplete or unsigned Proposal/Proposer Certification Sheet may be cause for rejection.

1. Company Name	2. Telephone ()	2a. Fax Number ()
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN) 8. California Corporation No.		
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print):	11. Title:	
12. Signature:	13. Date:	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. California Small Business Enterprise b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: If yes, enter certification number:		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes." Date application was submitted to OSBCR, if an application is pending:		

COMPLETION INSTRUCTIONS FOR PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a Small Business Enterprise, place a check in the "Yes" box and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to Office of Small Business Certification and Resources.

ATTACHMENT 3

BIDDER DECLARATION FORM

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. The bidder awarded a contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract.

At the State’s option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified, may be grounds for bid rejection.

https://www.energy.ca.gov/sites/default/files/2020-02/Attachment_04_RFP-20-801_DVBE_Bidder_Declaration_ADA.pdf

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None (If "None", go to Item #2)

b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work **your firm** will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

Department of Community Services and Development: Request for Proposal 2022-RFP-XX Training and Technical Assistance

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 4

COST PROPOSAL TO THE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

The undersigned hereby proposes and agrees to perform all work required in accordance with the specifications as described in the Energy Weatherization Training and Technical Assistance Request for Proposal No. 2022-RFP-86. This Cost Proposal covers the entire contract period. This Cost Proposal includes the travel and per diem, overhead, cost of bonds, insurance, sales tax, profit, subcontractor costs and every other item of expense incidental to the contract.

A. Less Complex Task Hourly Rate to include:

- 1) Attend and participate at CSD meetings.
- 2) General technical assistance and communication.
- 3) Set-up and update Audit Libraries.
- 4) Provide direct technical assistance support for CSD's dedicated technical hotline and email address.
- 5) Technical assistance in support of CSD's Learning Management Portal.
- 6) Administration of online training
- 7) Data collection and data reporting.
- 8) Training coordination tasks.
- 9) Less complex ad hoc tasks.
- 10) Compilation of training data.
- 11) Travel time for locations over 50 miles.

Less Complex Task Rate \$_____.

B. More Complex Hourly Task Rate to include:

- 1) Complex technical assistance, technical research, special projects and advanced studies.
- 2) Assistance in Local Service Provider mentoring.
- 3) Training development. Customization of training profiles including the determination of training needs for the Quality Assurance Weatherization Inspection Contractor.
- 4) Conduct special investigations.
- 5) More complex ad hoc tasks.

More Complex Task Rate \$_____.

C. Daily Rate for Field Training:

Field Training Rate \$_____.

D. Budget Narrative:

A Budget Narrative explaining how the Proposer developed and determined the hourly rates and the daily field training rate. The narrative detail shall explain and justify the proposed hourly and daily rates above. Provide enough detail to explain:

- 1) The major cost categories considered in determining the costs;
- 2) An explanation of the costs based on either actual experience of your organization under a specific timeframe or an estimate of costs with the sources of information and assumptions used in the estimate;
- 3) Any cost considerations included in your proposed rate that are unique to your approach to this project.

Name of Agency:

Authorized Signature: _____ Date Signed: _____

The Department of Community Services and Development reserves the right to reject any or all cost proposals.

ATTACHMENT 6

CONTRACTOR CERTIFICATION CLAUSES CCC 04/2017

Refer to the Internet web site, <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation, and employee assistance programs; and

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of

children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
 8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 8

CONTRACTOR'S WRITTEN PROPOSAL AND RESUMES FOR KEY PERSONNEL

To include in this order:

- 4.A.1) Contractor (Organization) Capability
- 4.A.2) Staff Capability
- 4.A.3) Subcontractors
- 4.A.4) Situational Exercises
- 4.A.5) Work Plan
- 4.A.6) Cost Proposal (Attachment 4 plus Budget Narrative)
- 4.A.7) Resumes

ATTACHMENT 9

CALIFORNIA CIVIL RIGHTS LAW

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Executed in County of</i>	<i>Executed in the State of</i>
<i>Date Executed</i>	

ATTACHMENT 10

IRAN CONTRACTING ACT

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: Department of General Services Procurement Division Iran Contracting Act List ()

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

ATTACHMENT 15

**Conflict of Interest / Non-Disclosure Statement
CSD Consultants and Vendors**

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

WHEREAS the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the "Subject Matter").

WHEREAS it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

WHEREAS, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the

Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

2. FORM OF DISCLOSURE

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

3. PERIOD OF CONFIDENTIALITY AND NON-USE

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential, proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

4. EXCLUSIONS

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which:

- 4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or
- 4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or
- 4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or
- 4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

5. DISCLOSURES REQUIRED BY LAW

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

6. INDEMNIFICATION

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control, are controlled by, or are in common control with such party to this Conflict of Interest/Non-

Disclosure Statement. As used herein, the term “control” shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

7. NO PUBLIC COMMENT

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD’s written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

10. NO LICENSE

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

11. SURVIVAL

Contractor’s obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

12. RELATIONSHIP

This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

13. NO WAIVER

Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

15. INJUNCTIVE RELIEF

Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

16. GOVERNING LAW

This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

17. ASSIGNMENT

This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

19. SEVERABILITY

If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

20. HEADINGS

The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

21. COUNTERPARTS

This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

ATTACHMENT 16

Contractor Security Addendum

Whereas the Contractor desires to enter into this Security Addendum to the Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Agreement. Protection of personal data where the Contractor processes personal data on behalf of CSD in connection with the performance of this Agreement, it shall:
 - a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Agreement and in accordance with the documented written instructions of CSD.
 - b. treat such personal data as confidential information of CSD.
 - c. consider the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
 - d. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
 - e. immediately notify CSD of any actual or suspected data breach and provide all available information.
 - f. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
 - g. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
 - h. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the Contractor's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
 - i. General Security Controls
 - i. Information Security Training - Contractor shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
 1. The confidential nature of the information;
 2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
 4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the Contractor and may be subject to penalties, both civil and criminal.
 - ii. Workstation/Laptop Encryption. All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or

- higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.
- iii. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.
 - iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - v. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.
 - vi. Removable Media Devices. All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
 - vii. Antivirus Software. All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
 - viii. Security Patch Management. To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on Contractor's risk assessment of such security patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
 - ix. User IDs and Password Controls. All users must be issued a unique username for accessing CSD CSP. Contractor's password policy must be based on information security best practices for password length, complexity, and reuse.
 - x. Data Destruction. Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.
- j. System Security Controls
- i. System Timeout. The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
 - ii. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
 - iii. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database logging functionality

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- must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
 - iv. Access Controls. The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
 - v. Transmission Encryption. All data transmissions of CSD CSP by Contractor outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.
 - vi. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
 - k. Audit Controls
 - i. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - ii. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.
 - iii. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
- 2.
- a. Contractor shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:
 - i. termination of this Agreement.
 - ii. written request by CSD.
 - iii. the personal data is no longer being required for the performance of the Services.
3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.
4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the protection of its personnel and business partners from illegal or potentially damaging activities.

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The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

EXHIBIT A

DIRECTORY OF LOCAL WEATHERIZATION LOCAL SERVICE PROVIDERS

Agency	Service Area by County
Amador Tuolumne Community Action Agency (ATCAA)	Amador, Calaveras, Tuolumne
Association for Energy Affordability, Inc.	Statewide
Campesinos Unidos (CUI)	Imperial, San Diego
Central Coast Energy Services (CCES)	Marin, Monterey, San Benito, San Francisco, Santa Clara, Santa Cruz and San Mateo
Central Valley Opportunity Center (CVOC)	Stanislaus
Community Action Agency of Butte County	Butte
Community Action Marin	Marin
Community Action Commission of Santa Barbara County	Santa Barbara
Community Action of Ventura County	Ventura
Community Action Partnership of Kern	Kern
Community Action Partnership of Madera County	Madera (LIHEAP only)
Community Action Partnership of Orange County	Orange
Community Action Partnership of Riverside County	Riverside
Community Action Partnership of San Bernardino County	San Bernardino
Community Resource Project (CRP)	Sacramento, Sutter, Yuba
Community Services and Employment Training Inc. (CSET)	Tulare
Contra Costa Employment & Human Services Department/Community Services Bureau	Contra Costa
Del Norte Senior Center, Inc.	Del Norte
Economic Opportunity Commission of San Luis Obispo County	San Luis Obispo
El Dorado County Dept. of Community Services	Alpine, El Dorado

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Agency	Service Area by County
Fresno County Economic Opportunities Commission	Fresno
Glenn Community Action Agency	Colusa, Glenn, Trinity
Great Northern Corporation (GNC)	Siskiyou
Inyo Mono Advocates for Community Action (IMACA)	Inyo, Mono
Kings Community Action Organization	Kings
Lassen Economic Development Corporation	Lassen
Long Beach Community Action Partnership	Los Angeles Area*
Maravilla Foundation	Los Angeles Area *
Mariposa County Dept. of Human Services	Mariposa
Merced County Community Action Agency	Madera (DOE), Merced
Metropolitan Area Advisory Committee (MAAC)	San Diego*
North Coast Energy Services (NCES)	Lake, Mendocino, Napa, Solano, Sonoma, Yolo
Pacific Asian Consortium in Employment (PACE)	Los Angeles Area*
Plumas County Community Development Commission	Plumas, Sierra
Project Go, Inc.	Placer and Nevada
Redwood Community Action Agency	Humboldt and Modoc
San Joaquin County Dept. of Aging and Community Services	San Joaquin
Self-Help Home Improvement Project (SHHIP)	Shasta, Tehama
Spectrum Community Services, Inc.	Alameda
TBD LIWP Farmworker Contractor	Region 1: Fresno, Madera, Merced, San Joaquin, Stanislaus, Tulare, Sonoma, Napa, and Kings. Region 2: Monterey, Imperial, Kern, Riverside, Santa Barbara, Santa Cruz, San Luis Obispo, San Diego, and Ventura.

* Zip code listings defining the service areas within Los Angeles and San Diego Counties can be found in the bidder's library. Proposer may request access to the bidder's library by contacting CSD at Energy.RFP@CSD.ca.gov.