

**REQUEST FOR PROPOSAL (Secondary)
Notice to Prospective Proposers
RFP No. 20ISD005**

August 25, 2020

You are invited to review and respond to this Request for Proposal (RFP) No. **20ISD005**, titled, **“Scoping Plan Update Scenario Modeling and Evaluation.”** In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at: <https://caleprocure.ca.gov>.

The California Air Resources Board’s (CARB) deadline for receipt of proposals is **September 10, 2020, no later than 11:00 a.m. Pacific Daylight Time (PDT)**. **All proposals received late will be rejected.** File size cannot exceed 50 Mega Bytes (MB). The naming convention of the proposal must be in the following format: “RFP 20ISD005 [insert vendor name] Proposal”. Proposals must be received on or before the date and time specified herein at the email addresses provided below:

EMAIL RFP Proposal to:

Purchasing@arb.ca.gov

CC: sharon.flores@arb.ca.gov

CC: alexa.barron@arb.ca.gov

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be rejected.

In the opinion of CARB this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, contact the person listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the Cal eProcure system.**

Contact: Sharon Flores

Email: sharon.flores@arb.ca.gov

CC: alexa.barron@arb.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

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I. PURPOSE / BACKGROUND / SCOPE OF WORK

A. Purpose

The purpose of this agreement is to support the California Air Resources Board's (CARB) next AB 32 Climate Change Scoping Plan (Scoping Plan) Update with modeling of economy-wide greenhouse gas (GHG) emission scenarios. The scenarios should:

1. Reflect implementation of existing policies, regulations, statutory mandates, and codes that lead to GHG emission reductions and evaluate the progress towards achieving the State's 2030 target of reducing GHG emissions 40% below 1990 levels by 2030, and
2. Illustrate alternative scenarios that demonstrate technologically feasible and cost effective pathways to achieve carbon neutrality by 2045.

The scenarios will provide insights regarding the technologies and practices that may be implemented to reduce GHG emissions to at least 80% below 1990 levels, and more. The scenarios will, at a minimum, represent GHG emission sources associated with the economic sectors identified in the CARB GHG Inventory Scoping Plan categories including Transportation, Industrial, Electric Power, Commercial and Residential, Agriculture, High Global Warming Potential, and Recycling and Waste. Scenarios will also include the role of possible carbon sinks such as Carbon Capture and Sequestration, Direct Air Capture with Sequestration and Natural and Working Lands (NWL). The Contractor shall utilize existing modeling tools and/or create new modeling tools, if necessary. The Contractor will present findings at workshops, in a final report, and in spreadsheets detailing model outputs for all scenarios.

For a detailed description of the work to be performed, please refer to **Attachment 2**, Draft Standard Agreement. The work of this contract is expected to require thirty (30) months; no work shall begin until all required signatures and approvals are obtained and the CARB project manager provides direction.

The project has a budget amount of **\$700,000.00**. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

B. Background

CARB is charged with designing emission reduction measures to meet statewide emission limits for GHGs. Chapter 488, Statutes of 2006 (Assembly Bill 32 or AB 32)¹ directed CARB to design measures that achieve real, quantifiable, technologically feasible, and cost-effective reductions of GHG emissions and return California to 1990 levels by the year 2020. Chapter 249, Statutes of 2016, (Senate Bill 32 or SB 32)² establishes the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030.

AB 32 required CARB to prepare a Scoping Plan to achieve reductions in GHG emissions in California. The Scoping Plan was originally approved in 2008,³ and was

¹ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200520060AB32

² https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB32

³ https://ww3.arb.ca.gov/cc/scopingplan/document/adopted_scoping_plan.pdf

updated in May 2014⁴ and in December 2017.⁵ The 2014 Update highlights California's progress toward meeting the "near-term" 2020 GHG emission reduction goals defined in the initial Scoping Plan. It also evaluates how to align the State's "longer-term" GHG reduction strategies with other State policy priorities for water, waste, natural resources, clean energy, transportation, and land use. The recently adopted 2017 Scoping Plan Update lays out an achievable and cost effective path for reducing GHG emissions by at least 40 percent from 1990 levels by 2030, as called for in SB 32. The next Scoping Plan Update is planned for completion in 2022.

In 2018, the Intergovernmental Panel on Climate Change (IPCC)⁶ issued a report that indicates catastrophic climate change impacts as early as 2040 if we do not drastically reduce GHG emissions such that, by mid-century, more carbon dioxide is removed from the atmosphere than is emitted. The State has taken action in this direction with SB100 (De Leon, Chapter 312, Statutes of 2018),⁷ directing consideration of a path to zero carbon electricity by 2045 and AB 74 (Ting, Chapter 23, Statutes of 2019)⁸ commissioning carbon neutrality studies on vehicle emissions and fossil fuel demand and supply. These recent scientific findings and statutes reinforce Executive Order B-30-15⁹ which sets a goal of carbon neutrality by 2045 and net-negative GHG emissions thereafter.

Since the Scoping Plan addresses energy and industrial sector emissions, the policies to reduce GHGs are not always implemented nor always fall within CARB's purview. And, since there can be interaction of policies across sectors, the Scoping Plan development process has always been a multiagency coordination across state agencies. For example, the 2017 Scoping Plan Update identified six (6) key sectors for achieving GHG emission reductions: energy, transportation, industry, water, waste management, natural and working lands.

C. Scope of Work

The objective of this work is to support the next Scoping Plan Update with modeling of economy-wide scenarios that demonstrate carbon neutrality and to evaluate environmental, economic, and health aspects of a sub-set of the scenarios. Two types of scenarios will be created: 1) technology and practice scenarios which explore the timing and magnitude of deployment of technologies and practices that result in carbon neutrality in mid-century, and 2) policy scenarios which explore a range of policy portfolios that achieve a specific emissions reduction trajectory identified from among the technology and practice scenarios. Policy scenarios will be evaluated in terms of health, economic, and environmental aspects.

For a detailed description of the work to be performed, please refer to **Attachment 2**, Draft Standard Agreement.

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the Proposer to carefully read and follow all proposal requirements within this RFP.

⁴ https://ww3.arb.ca.gov/cc/scopingplan/2013_update/first_update_climate_change_scoping_plan.pdf

⁵ https://ww3.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf

⁶ <http://www.ipcc.ch/report/sr15/>

⁷ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB100

⁸ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB74

⁹ <https://www.ca.gov/archive/gov39/2015/04/29/news18938/index.html>

Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus, ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. CARB reserves the right to modify the RFP and/or change the date and time at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the California State Contracts Register (CSCR) system at: <https://caleprocure.ca.gov>.

1. CARB reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all proposers.

Key Actions	Dates	Time
RFP available to Prospective Proposers	08/25/2020	N/A
Written Questions Submittal Deadline	09/02/2020	2:00 p.m.
Questions and Answers Addendum Posted	09/10/2020	N/A
Final Date for Proposal Submission/Receipt by CARB	09/21/2020	11:00 a.m.
Complete Evaluation of Proposals	09/28/2020	N/A
Posting of Intent to Award Notice(s) (Notice is posted for five [5] business days)	09/29/2020	N/A
Agreement forms sent to successful proposer	10/07/2020	N/A
Signed Contracts returned to CARB for counter-signature	10/19/2020	N/A
Contract Approved & Executed – work begins	11/15/2020	N/A

Dates listed above are estimates only, and subject to change at CARB’s sole discretion. No work shall begin until all required approvals and signatures, including DGS, Office of Legal Services if applicable, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed electronically to:

California Air Resources Board
Administrative Services Division
Contracts and Grants Services Section
Contact: Sharon Flores
Email: sharon.flores@arb.ca.gov
CC: alexa.barron@arb.ca.gov

Questions must be received by the date and time specified under Section II.A. Key Action Dates. Answers to all questions submitted will be in the form of an addendum posted to the DGS CSCR website <https://caleprocure.ca.gov/pages/index.aspx> by the date and time specified under Section II. A. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants. All questions must be submitted referencing the RFP number in the subject line, directly to the above listed contact person and **not through the Cal eProcure system.**

C. General Proposal Requirements

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 a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section III, Proposal Requirements and **Attachment 2**, Draft Standard Agreement) may cause a proposal to be rejected.

D. Submission of Proposals

1. Proposals must be submitted no later than the date and time indicated under Section II. A. Key Action Dates and addressed as follows in item 2.

Proposals received after this date and time will not be considered, and will be rejected.

2. Delivery Instructions

Responses to this RFP shall be submitted to CARB at the following email addresses provided in Section 2.b. below and include:

- a) One (1) copy containing the Technical Proposal and all other required elements along with the Cost Proposal.
- b) Submit to the following email addresses and reference the RFP number in the subject line.

Purchasing@arb.ca.gov
CC: sharon.flores@arb.ca.gov
CC: alexa.barron@arb.ca.gov

3. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV, Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
4. 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 immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
5. CARB may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. Any addendum will be issued through the Cal eProcure system.
6. The State reserves the right to reject all proposals.

7. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to CARB signed by the Proposer or an agent authorized in accordance with Section II G, titled "Signature." 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.

F. Proposer Responsibilities

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables found in **Attachment 2**, Draft Standard Agreement. Proposers shall investigate obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to the lack of careful examination of the requirements.
2. Before submitting a response to this RFP, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the Proposer's responsibility to complete and submit all required attachments as listed on **Attachment 1**.
3. 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 CARB.
4. It is the **Proposer's responsibility** to promptly notify CARB's contract contact identified in the solicitation in writing, by email, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by CARB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period referenced in Section II.A., Key Action Dates. All such correspondence received after the question and answer deadline will not be considered.
5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses (CCCs) as listed at: <https://www.dgs.ca.gov/OLS/Resources/Page->

[Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.](#)

6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the Agreement as expected. Examples of evidence include, but are not limited to: resumes, letters of reference, project summaries that highlight the team's specific experience. Proposers must complete **Attachment 3**, Proposer References Form.
8. The Proposer must own and operate a legitimate business. If required by law, the Proposer must be registered and in good standing with the California Secretary of State. All businesses that are required to be registered with the California Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with the proposal.
9. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, Proposer agrees to provide agency a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Proposer fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
10. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
11. The Proposer must complete and submit to CARB, the Payee Data Record (STD 204), **Attachment 4**, to determine if the selected Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to CARB.
12. The Proposer must sign and submit to CARB, page one (1) of the Contractor Certification Clauses (CCC-04/2017), **Attachment 5** or the form can be obtained via the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
13. The Proposer must sign and submit to CARB, the California Civil Rights Laws Certification, **Attachment 6**.
14. The Proposer must sign and submit to CARB, the Darfur Contracting Act Certification, **Attachment 7**.

G. Signature

1. All documents requiring signatures contained in the original proposal package must have original signatures.

2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and 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. The State cannot prevent the disclosure of public documents.

I. Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Incentive – Optional

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 8**, titled Bidder Declaration GSPD-05-105 and confirmed by the State. Proposers claiming the DVBE incentive must complete and return the Disabled Veteran Business Enterprise Declarations form found at:

<https://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

2. Small Business (SB) or Microbusiness Preference (MB) – Optional

If Proposer is claiming the 5% certified SB or MB preference, or is committing to subcontract 25% or more of their net bid price to one of more Certified SB or MB (Non-small business preference [NSB]), list the firm names on **Attachment 8** (GSPD-05-105 Bidder Declaration) and attach a copy of the certification. Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the SB Program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

SB, MB, or NSB Proposers using the SB preference shall be granted a preference consisting of 5% of the highest responsible bidder's total score.

3. Commercially Useful Function (CUF) Documentation

All Proposers, including subcontractor(s), that are doing business with the State and are certified as a SB and/or DVBE, must perform a CUF and shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE). **Attachment 10** shall be completed and included in the response packet. *(If the Proposer is not an SB/DVBE and is not subcontracting with an SB/DVBE, please place "N/A" on the document and submit as part of the Proposal.)*

4. Target Area Contract Preference Act (TACPA)

The TACPA preference will be granted for this solicitation. Proposers wishing to take advantage of this preference will need to review the following website and submit the appropriate response with their Proposal:

<https://www.documents.dgs.ca.gov/pd/poliproc/tacpapage.pdf>. Proposers seeking to obtain a TACPA preference must complete and submit the TACPA Preference Request, STD. 830, and DGS/PD 526 with their Proposal. The STD. 830 and DGS/PD 526 are available to download at the link provided above.

5. Preference and Incentive Application – Optional

- a. DVBE Incentive Points are factored by multiplying a Proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the Proposer's total points. In the Table 2 sample below, Proposer B received a 60 point incentive (.05% commitment x 1200 total points available) which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.
- b. SB Preference is calculated by multiplying 5% of the highest scoring NSB Proposer, and adding those points to SB Proposers and NSBs subcontracting 25% or more to a SB. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified SBs (A and C).
- c. Under the High Score Method, it is possible to displace a high point certified SB with the application of the DVBE Incentive.

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

Administrative: 200 points
Technical: 400 points
Cost: 600 points
Total: 1200 points

Possible Maximum 60 points
DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points	57.75	0	57.75
Applied			
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Proposal Requirements

The proposal must contain the following components, information and documents outlined below. Each requirement’s location must be listed in the Proposal’s Table of Contents. Also, see Section II. D. Submission of Proposals, for general submittal details.

1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications listed below. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

- a. At least two (2) completed projects where the Proposer has conducted economy-wide scenario modeling representing interactions among primary GHG emitting sectors to evaluate GHG emission reduction strategies associated with specific programs or policies. Economic sectors should include transportation, industrial,

electric power, commercial and residential, agriculture, and high global-warming potential sectors. Examples that demonstrate familiarity with California climate related policies are preferred. The Proposer must include a sample of two (2) completed projects for CARB review.

- b. Proven knowledge and three (3) years of experience in evaluation of climate, or related environmental, policies such as renewable energy standards, low carbon fuels, zero emission vehicles, and carbon pricing.
- c. Proven knowledge and three (3) years of experience in evaluating GHG emission reduction scenarios using metrics such as health impacts, economic impacts, and environmental impacts.
- d. Proven knowledge and three (3) years of experience conducting scenario modeling for public processes that require flexibility in terms of final product, schedule, and close communication with project sponsor to review and approve interim project milestones prior to draft deliverables. The Proposer must include a statement describing prior project experience that demonstrates ability to adjust to changing timelines, to accommodate requested modifications to final products, and to maintain close communication with project sponsor.
- e. Proven knowledge and three (3) years of experience in writing technical reports and communication materials for policy and decision makers. The Proposer must include a sample of one (1) product developed to communicate technical information to policy and decisions makers, including graphics that simplify complex topics.

2. Title Page

The purpose of this page is to provide information needed by CARB administrative staff. It must contain the following items:

- a. The title of the proposal, which must be the same as the title of the RFP;
- b. The number of the RFP, **20ISD005**; and
- c. The date of proposal.

3. Cover Letter / Letter of Commitment

The cover letter must not be more than two (2) pages, in Arial size-12 point font or similar, and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm:

“The enclosed proposal is submitted in response to the above referenced Request for Proposal 20ISD005, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal, and agree that any inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the Request for Proposal, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.”

The cover letter must be provided on the company's letterhead and include the following information and statements:

- a. The name and address of the company [Note: a Post Office box may be used, but the company's street address must be provided for records];
- b. The name, title, and signature of a company official authorized to bind the proposal; and
- c. Name, email, and/or phone number for the Proposer's contact for CARB inquiries related to the proposal.

4. Table of Contents

5. Summary

The abstract shall not be longer than one (1) page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

6. Minimum Qualifications Response

Provide a response, outlining detailed information demonstrating how the Proposer meets each of the minimum qualifications listed in Section III.A. Submit applicable documentation.

7. Required Attachments

The Technical Proposal must include all of the completed attachments listed in **Attachment 1**, Required Attachment Checklist.

8. References

Each Proposer must provide at least three (3) references for detailing previous experience related to the goals and objectives outlined in the RFP.

References must be provided using **Attachment 3**, Proposer References Form. Submission of this attachment is mandatory. Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. **Attachment 3** may be copied for additional references.

9. Conflict of Interest and Confidentiality Agreement

Proposer and each member of Proposer's technical staff proposed to work on this project must sign and submit **Attachment 2**, Draft Standard Agreement, Exhibit E, Attachment 1 – Conflict of Interest and Confidentiality Statement with your proposal.

10. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please use **Attachment 8**, Bidder Declaration Form (GSPD 05-105), to list all subcontractors used for this project. All subcontracts must be approved by

CARB, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements, and not in the Technical Proposal.

11. Technical Portion

Proposer shall demonstrate their understanding of the questions, or needs, that CARB is seeking to have addressed. The technical portion is considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be evaluated to ensure all tasks and deliverables, listed in the Scope of Work, are included and responsive. The technical portion of the Proposal must include a written response to all scoring elements listed in the sample Proposal Evaluation form, Section IV.B.3 and must include the following:

a. Management Plan

The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State. Proposers should include methods to measure project progress against the project management plan to maintain project schedule.

b. Methodology (Approach to Work)

The Proposer shall describe their methodology and approach to the work, identify specific techniques and methodologies that will be used and specific administrative and operational management expertise that will be employed in order to accomplish the tasks listed in this RFP under **Attachment 2**, Draft Standard Agreement. Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP.

The Proposer shall demonstrate their knowledge in the subject of the RFP and lay the groundwork for the actual work to be performed for this project. The Proposer shall address the availability of scenario modeling tool(s) and capabilities evaluating climate, or related environmental, policies already in their possession in order to demonstrate their ability to carry out the proposed tasks effectively and expeditiously. The Proposer shall provide a detailed description of the overall approach and methodologies utilized to accomplish the tasks listed in **Attachment 2**, Draft Standard Agreement. The Proposer must demonstrate their understanding of the questions, or needs, that CARB is seeking to have addressed.

c. Work Plan and Work Schedule

The Proposer shall develop a Work Plan and Work Schedule that allows all tasks to be completed within the timeframes outlined in the Scope of Work.

The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide the responsible party for performing the task and anticipated dates of completion.

The Work Plan and Work Schedule must reflect the project timeline of thirty (30) months.

The Work Plan and Work Schedule shall identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. The Work Plan shall identify interim milestones where CARB review and input is sought prior to proceeding with deliverables. The Work Plan shall indicate how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities. See **Attachment 2**, Draft Standard Agreement, for details on the tasks required.

d. Personnel / Experience

For this criterion, reviewers will rate the Proposer's experience and breadth of knowledge in emissions inventory estimation, described in the Scope of Work, and how skill developed in previous related work will be applied to this project as outlined in **Attachment 2**, Draft Standard Agreement. The Proposer shall indicate how previous experience will be applied to the development of this project.

The Proposer shall list technical staff (specify staff name) who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each technical staff person, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The selected Proposer shall not cause the substitution of key members of the project team without prior written approval of the State.

e. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, and the Bidder Declaration Form GSPD-05-105 (**Attachment 8**) shall have the following header and page numbering format in the upper right-hand corner.

**Technical Proposal
RFP No. 20ISD005
Exhibit A, Attachment 1
Page ## of ##**

B. Cost Proposal Requirements

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section II. I. Socio-Economic and Preference Programs) and at a minimum, all information listed in Cost Detail (below). Proposers must use the **Attachment 11**, Contractor Cost Sheet.

All costs must be provided for each task and deliverable. The proposed costs should be broken down into the outline in the Work Plan and Work Schedule for the purpose of this cost proposal submittal.

CARB's budget for the proposed contract is limited to \$700,000.00. Any cost proposals exceeding this amount may be disqualified and ineligible for award. Proposers shall submit a cost proposal for all tasks described in **Attachment 2**, Draft Standard Agreement.

1. Cost Detail

- a. **Itemized Tasks** – Using **Attachment 11**, Contractor Cost Sheet, provide firm-fixed costs for specific tasks listed in **Attachment 2**, Draft Standard Agreement.

For all tasks, the Proposer must include all items such as labor, personnel, subcontractors, travel, meetings, materials, reports, and tax, if applicable, as necessary to perform and complete the tasks on the Contractor Cost Sheet, **Attachment 11**.

- b. **Subcontracts / Subcontractors** – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Additionally, **all** subcontractors proposed to be used for this project must be identified on **Attachment 8**, Bidder Declaration Form.

2. Page Headers and Page Numbering

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (**Attachment 8**); and, if applicable, any forms pertaining to socio-economic preferences (small business, DVBE), shall have the following header and page numbering format in the upper right-hand corner.

Cost Proposal
RFP No. 20ISD005
Exhibit B, Attachment 1
Page # of ##

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation (Phase 1)

CARB will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

B. Technical Evaluation (Phase 2)

CARB will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of CARB employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not participate in the scoring process.

1. Scoring Criterion Guidelines

NOTE: There will be no individual sheets, no written scores, and no written notes. There will be one final score sheet for each Proposer.

The Proposal Evaluation Form in Section IV.B.3 contains the scoring criteria that will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the Proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

2. Cost Points (30 points)

Proposers may achieve a maximum of thirty (30) cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by CARB for this contract (Section III.B). Any proposals submitted that are over the expected expenditure/budgeted amount will be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of thirty (30) for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available thirty (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total Cost Points Available}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$300,000 \times 30}{\$350,000}$	26
B	\$325,000	$\frac{\$300,000 \times 30}{\$325,000}$	28
C	\$300,000	$\frac{\$300,000 \times 30}{\$300,000}$	30

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	26	107
B	86	28	114
C	92	30	122

In this case, the highest scored proposal from Bidder C would be the intended awardee.

Preferences will be applied as required to eligible proposals. Please see Section II.I, Socio-Economic and Preference Programs.

The evaluation team will abide by the following Scoring Criterion Guidelines for the Technical Evaluation Scoring Criteria below:

Possible Points	Interpretation	Explanation for Percentage Points
0%	Inadequate	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
100%	Excellent or Outstanding	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Criterion Guidelines, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score.

3. Proposal Evaluation Form

MINIMUM QUALIFICATIONS	Yes	No
The Proposer must have two (2) completed projects where the Proposer has conducted economy-wide scenario modeling representing interactions among primary GHG emitting sectors to evaluate GHG emission reduction strategies associated with specific programs or policies. Economic sectors should include transportation, industrial, electric power, commercial and residential, agriculture, and high global-warming potential sectors. Examples that demonstrate familiarity with California climate related policies are preferred. The Proposer must include a sample of two (2) completed projects for CARB review.		
Proven knowledge and three (3) years of experience in evaluation of climate, or related environmental, policies such as renewable energy standards, low carbon fuels, zero emission vehicles, and carbon pricing.		
Proven knowledge and three (3) years of experience in evaluating GHG emission reduction scenarios using metrics such as health impacts, economic impacts, and environmental impacts.		
Proven knowledge and three (3) years of experience conducting scenario modeling for public processes that require flexibility in terms of final product, schedule, and close communication with project sponsor to review and approve interim project milestones prior to draft deliverables. The Proposer must include a statement describing prior project experience that demonstrates ability to adjust to changing timelines, to accommodate requested modifications to final products, and to maintain close communication with project sponsor.		
Proven knowledge and three (3) years of experience in writing technical reports and communication materials for policy and decision makers. The Proposer must include a sample of one (1) product developed to communicate technical information to policy and decisions makers, including graphics that simplify complex topics.		
<i>If minimum qualifications are NOT met, STOP HERE</i>		
1. METHODOLOGY, WORK PLAN, AND WORK SCHEDULE	Points Available 50	Points Awarded
Proposer demonstrates their knowledge in the subject of the RFP and lay the groundwork for the actual work to be performed for this project. Proposer details the availability of scenario modeling tool(s) and capabilities evaluating climate, or related environmental, policies already in their possession in order to demonstrate their ability to carry out the proposed tasks effectively and expeditiously. Proposer provides a detailed description of the overall approach and methodologies utilized to accomplish the tasks listed in the Scope of Work. Proposer demonstrates their understanding of the questions, or needs, that CARB is seeking to have addressed.	40	

Proposer develops a Work Plan and Work Schedule for task completion. Work Plan and Work Schedule identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. Work Plan identifies interim milestones where CARB review and input is sought prior to proceeding with deliverables. Work Plan specifies the estimated hours to accomplish each task and Work Schedule provides the responsible party for performing the tasks and anticipated dates of completion. Work Plan and Work Schedule reflect the total project timeline of thirty (30) months. Work Plan indicates how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities.	10	
2. EXPERIENCE	Points Available 15	Points Awarded
Proposer accounts for personnel who will be working on the project including their titles, qualifications, summaries of similar work or studies performed; resumes were submitted for each professional; statement submitted indicating how many hours will be assigned to each professional and the tasks that each professional will perform.	10	
Proposer describes experience and breadth of knowledge in economy-wide scenario modeling, and evaluating climate, or related environmental, policies. Proposer demonstrates prior related experience and abilities performing similar projects described in the Scope of Work and how skills developed in previous related work will be applied to and could supplement this project outlined in Attachment 2, Draft Standard Agreement.	5	
3. PROJECT MANAGEMENT PLAN	Points Available 5	Points Awarded
Proposer provides a clear management structure and project organization. Proposer designates, by name, the Project Manager. Proposer includes methods to measure project progress against the project management plan and to maintain project schedule.	5	
4. COST	Points Available 30	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.	30	
TOTAL POINTS	Maximum Available 100	Score

C. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any material deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals **must be complete** in all respects as required by the RFP. 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 does not accept alternate contract language from a prospective contractor.** A proposal with such language will be considered a counter proposal and may be rejected.
3. **CARB reserves the right to reject any or all proposals for any reason.**
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II. A. "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II. A. "Key Action Dates." All such proposals received past the date and time will not be accepted, and will be returned to the Proposer.

D. Selection

1. The award, if made, shall be made to the responsive Proposer with the highest scored proposal, within the allocated budget meeting or exceeding the minimum qualifications.
2. If no proposals are received containing bids offering a price, which in the opinion of CARB is a reasonable price, CARB is not required to award an Agreement (Public Contract Code 10344 (d)).
3. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State and the Contractor is notified by the CARB Project Manager to begin work.
4. The Agreement shall be signed by the selected Proposer and returned within (10) ten business days of receipt. If the selected Proposer refuses or fails to execute the contract, CARB may award the Agreement to the Proposer with the second highest score.

E. Notice of Proposed Award

1. Notice of the proposed award shall be posted in a public place in the lobby on the

1st Floor of the CalEPA building at 1001 I Street, Sacramento, California, and online at: <https://www.arb.ca.gov/personnel/contracts/contractsoutside.htm> for five (5) business days prior to awarding the Agreement.

2. Proposers have the right to protest the proposed award of CARB Agreements subject to the following grounds, processes and procedures.
 - a. Proposers may protest the proposed award by filing a notice of protest with CARB and DGS, Office of Legal Services.
 - b. Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

California Air Resources Board Contract Services Section Attention: Manager 1001 I Street, 19 th Floor Sacramento, CA 95814 Phone Number: (916) 445-4845 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Bid Protest Coordinator Email Address: OLSProtests@dgs.ca.gov
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- c. **Within five (5) calendar days** after filing a protest notice, the protesting Proposer shall file with DGS, Office of Legal Services, and CARB, a detailed written statement specifying the grounds for the protest.
 - d. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

F. Standard Conditions of Service

1. Service shall be available no sooner than the express date set by CARB and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, CARB, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second responsive 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 Agreement language from a prospective Contractor. A proposal with such language may be considered a counter proposal and may be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC 04/2017 may be viewed at Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
4. The State does not negotiate rates and/or costs listed on any cost proposal submitted.
5. No oral understanding or agreement shall be binding on either party.

G. Post Award Requirements

1. Prior to execution of the Agreement and at CARB's sole discretion, the selected Proposer must comply with the following in a manner acceptable to CARB:
 - a. Contract shall be signed by the Contractor and returned within ten (10) business days of receipt. If the Contractor refuses or fails to execute the Agreement, then CARB may award the Agreement to the next ranking Proposer.
 - b. Within ten (10) business days of award of the Agreement, Contractor must supply CARB with all required documents, including but not limited to insurance certificates, as specified in **Attachment 2**, Exhibit D, Section G., to be reviewed and approved by DGS, if applicable.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, CARB reserves the right to award the contract to the next ranking proposer.

**ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST
For RFP # 20ISD005**

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes ALL required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section II, Proposal Requirements (General) and Information.

	Attachment	Attachment Name/Description
_____	Attachment 1	Required Attachment Checklist
_____	Attachment 2	Draft Standard Agreement (Do not return, Bidder information only)
_____	Attachment 2	Draft Standard Agreement, Exhibit E, Attachment 1 – Conflict of Interest & Confidentiality Statement
_____	Attachment 3	Proposer References Form
_____	Attachment 4	Payee Data Record (STD 204)
_____	Attachment 5	Contractor Certification Clauses (CCC 04/2017)
_____	Attachment 6	California Civil Rights Laws Certification
_____	Attachment 7	Darfur Contracting Act Certification
_____	Attachment 8	Bidder Declaration GSPD-05-105
_____	Attachment 9	CA DVBE Bid Incentive Instructions (Do not return, Bidder information only)
_____	Attachment 10	Commercially Useful Function Documentation
_____	Attachment 11	Contractor Cost Sheet
_____	Attachment 12	Detailed Response for Minimum Qualifications

ATTACHMENT 2
DRAFT STANDARD AGREEMENT
(TO BE INSERTED ONCE FINAL)

EXHIBIT A SCOPE OF WORK

A. PURPOSE

The purpose of this agreement is to support the California Air Resources Board's (CARB) next AB 32 Climate Change Scoping Plan (Scoping Plan) Update with modeling of economy-wide greenhouse gas (GHG) emission scenarios. The scenarios should:

1. Reflect implementation of existing policies, regulations, statutory mandates, and codes that lead to GHG emission reductions and evaluate the progress towards achieving the State's 2030 target of reducing GHG emissions 40% below 1990 levels by 2030, and
2. Illustrate alternative scenarios that demonstrate technologically feasible and cost effective pathways to achieve carbon neutrality by 2045.

The scenarios will provide insights regarding the technologies and practices that may be implemented to reduce GHG emissions to at least 80% below 1990 levels, and more. The scenarios will, at a minimum, represent GHG emission sources associated with the economic sectors identified in the CARB GHG Inventory Scoping Plan categories including Transportation, Industrial, Electric Power, Commercial and Residential, Agriculture, High Global Warming Potential, and Recycling and Waste. Scenarios will also include the role of possible carbon sinks such as Carbon Capture and Sequestration, Direct Air Capture with Sequestration and Natural and Working Lands (NWL). The Contractor shall utilize existing modeling tools and/or create new modeling tools, if necessary. The Contractor will present findings at workshops, in a final report, and in spreadsheets detailing model outputs for all scenarios.

For a detailed description of the work to be performed, please refer to **Attachment 2**, Draft Standard Agreement. The work of this contract is expected to require thirty (30) months; no work shall begin until all required signatures and approvals are obtained and the CARB project manager provides direction.

The project has a budget amount of **\$700,000.00**. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

B. BACKGROUND

CARB is charged with designing emission reduction measures to meet statewide emission limits for GHGs. Chapter 488, Statutes of 2006 (Assembly Bill 32 or AB 32)¹⁰ directed CARB to design measures that achieve real, quantifiable, technologically feasible, and cost-effective reductions of GHG emissions and return California to 1990 levels by the year 2020. Chapter 249, Statutes of 2016, (Senate Bill 32 or SB 32)¹¹ establishes the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030.

AB 32 required CARB to prepare a Scoping Plan to achieve reductions in GHG emissions in California. The Scoping Plan was originally approved in 2008,¹² and was updated in May

¹⁰ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200520060AB32

¹¹ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB32

¹² https://ww3.arb.ca.gov/cc/scopingplan/document/adopted_scoping_plan.pdf

2014¹³ and in December 2017.¹⁴ The 2014 Update highlights California's progress toward meeting the "near-term" 2020 GHG emission reduction goals defined in the initial Scoping Plan. It also evaluates how to align the State's "longer-term" GHG reduction strategies with other State policy priorities for water, waste, natural resources, clean energy, transportation, and land use. The recently adopted 2017 Scoping Plan Update lays out an achievable and cost effective path for reducing GHG emissions by at least 40 percent from 1990 levels by 2030, as called for in SB 32. The next Scoping Plan Update is planned for completion in 2022.

In 2018, the Intergovernmental Panel on Climate Change (IPCC)¹⁵ issued a report that indicates catastrophic climate change impacts as early as 2040 if we do not drastically reduce GHG emissions such that, by mid-century, more carbon dioxide is removed from the atmosphere than is emitted. The State has taken action in this direction with SB100 (De Leon, Chapter 312, Statutes of 2018),¹⁶ directing consideration of a path to zero carbon electricity by 2045 and AB 74 (Ting, Chapter 23, Statutes of 2019)¹⁷ commissioning carbon neutrality studies on vehicle emissions and fossil fuel demand and supply. These recent scientific findings and statutes reinforce Executive Order B-30-15¹⁸ which sets a goal of carbon neutrality by 2045 and net-negative GHG emissions thereafter.

Since the Scoping Plan addresses energy and industrial sector emissions, the policies to reduce GHGs are not always implemented nor always fall within CARB's purview. And, since there can be interaction of policies across sectors, the Scoping Plan development process has always been a multiagency coordination across state agencies. For example, the 2017 Scoping Plan Update identified six key sectors for achieving GHG emission reductions: energy, transportation, industry, water, waste management, natural and working lands.

C. DETAILED SCOPE OF WORK

The objective of this work is to support the next Scoping Plan Update with modeling of economy-wide scenarios that demonstrate carbon neutrality and to evaluate environmental, economic, and health aspects of a sub-set of the scenarios. Two types of scenarios will be created: 1) technology and practice scenarios which explore the timing and magnitude of deployment of technologies and practices that result in carbon neutrality in mid-century, and 2) policy scenarios which explore a range of policy portfolios that achieve a specific emissions reduction trajectory identified from among the technology and practice scenarios. Policy scenarios will be evaluated in terms of health, economic, and environmental aspects.

This SOW outlines the tasks that the Contractor must complete. The Contractor shall develop and provide economy-wide GHG emission reduction scenarios, as detailed in Tasks 1 – 5 of this SOW. The following table shows a timeline of the major milestones associated with this contract. Specific deliverables associated with each Task follow the task descriptions.

¹³ https://ww3.arb.ca.gov/cc/scopingplan/2013_update/first_update_climate_change_scoping_plan.pdf

¹⁴ https://ww3.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf

¹⁵ <http://www.ipcc.ch/report/sr15/>

¹⁶ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB100

¹⁷ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB74

¹⁸ <https://www.ca.gov/archive/gov39/2015/04/29/news18938/index.html>

Milestones	Completion Date
Contract Kickoff Meeting	November 16, 2020
Update scenario modeling tool(s) to reflect recent California GHG emissions, vehicle population, and fuel and electricity consumption and production.	March 31, 2021
Create Reference Scenarios that demonstrate the effect of existing policies, regulations, statutes, and codes in achieving California's 2030 GHG emission reduction target.	May 2021
Create scenarios that illustrate a portfolio of technologies and practices to achieve carbon neutrality.	May 2021
Create scenarios that explore a portfolio of policies to achieve carbon neutrality.	May 2021
Present preliminary scenarios at Scoping Plan workshop.	June 2021
Refine scenarios and submit draft documentation for use by CARB in preparing draft Scoping Plan.	December 2021
Refine scenarios and submit revised draft documentation for use by CARB in preparing final Scoping Plan.	May 2022
Refine scenarios and submit final documentation for use by CARB in preparing the final Scoping Plan for Board consideration.	August 2022

As of August 2021, these deadlines have been delayed to allow time for public and EJ Advisory Committee input.

TASK 1: The purpose of this task is to update the scenario modeling tool(s) to reflect the following: the most recent State GHG emissions inventory data¹⁹ and mandatory reporting data;²⁰ the most recent characterization of vehicles currently operating in California; and the most recent characterization of fuel and electricity production and consumption in the State. To calibrate the scenario modeling tool(s), the Contractor shall:

1. Review with CARB staff and get agreement on the data proposed to be used to characterize the State GHG emissions inventory data and mandatory reporting data, the characterization of vehicles currently operating in California; and the most recent characterization of fuel and electricity production and consumption.

¹⁹ <https://ww2.arb.ca.gov/ghg-inventory-data>

²⁰ <https://ww2.arb.ca.gov/mrr-data>

2. Using the updated scenario modeling tool(s), demonstrate that the emission estimates are consistent with the latest GHG emissions and fuel consumption data by sector in recent years.
3. Provide scenario model tool(s) documentation to reflect data and assumptions.

Task 1 Deliverables	Completion Date
Deliverable 1.1. Internal report (in document or presentation format) describing scenario modeling tool(s) outputs demonstrating that the estimates of GHG emissions, vehicle population, and fuel and electricity consumption and production are consistent with the latest data identified in this subtask.	March 31, 2021

TASK 2: The purpose of this task is to develop Reference Scenarios that demonstrate the progress and impacts of existing policies, regulations, statutes, and codes in achieving California’s 2030 GHG emission reduction target. The Reference Scenarios will be used in the analyses of emission reduction trajectories for comparison to scenarios that represent incremental impacts of policies, regulations, statutes, and codes beyond those implemented to date and included in the Reference Scenarios. The purpose of the Reference Scenarios is to represent potential future outcomes under current policy conditions in California. The Reference Scenarios shall extend through 2050.

Given the uncertainty in future conditions, a range of Reference Scenarios shall be developed to reflect ranges of assumptions regarding:

- population growth;
- economic growth;
- fuel and energy prices;
- technology development and adoption; and
- impacts of implementing policies and programs identified in the 2017 Scoping Plan Scenario.

Contractor shall:

1. Through a series of meetings and/or conference calls, Contractor shall present to CARB staff the assumptions and inputs in the scenario model tool(s) to reflect the implementation of policies identified in the 2017 Scoping Plan Update, Scoping Plan Scenario, including any updates to those policies through the course of new statutes or adopted regulations and codes. A number of scenarios (up to five) may be created to reflect differing levels of policy implementation and/or macro-economic indicators.
2. Based on feedback and direction from CARB staff, Contractor shall specify and evaluate alternative Reference Scenario assumptions and inputs.
3. Contractor shall present to CARB the results of the GHG emissions calculations for the Reference Scenario assumptions and inputs. Key metrics shall be presented for review by CARB staff, including: GHG emissions by sector; GHG emissions intensity by sector; penetration of technologies, such as renewable electricity generating resources,

electrification of residential, commercial, and industrial heat loads, energy demand, biomass derived fuel consumption, ZEV adoption (sales), and others.

4. Based on CARB direction and approval, Contractor shall designate specific sets of assumptions and inputs as the Reference Scenarios for comparison with scenarios developed in Task 3 and Task 4.
5. Following receipt and incorporation of CARB staff feedback, present to CARB advisors and the public the Reference Scenarios. Include an explanation of the rationale for the effects of existing policies, regulations, statutes and codes.
6. In conjunction with development of the Scoping Plan, refine the scenarios based on CARB staff feedback to provide content for the draft and final Scoping Plan. Model output spreadsheets may require multiple iterations before submission as a contract deliverable.

Task 2 Deliverables	Completion Date
Deliverable 2.1. Internal report (in document or presentation format) describing Reference Scenarios including assumptions, inputs, and assessment of progress and impact of current policies toward achieving California's 2030 GHG emission reduction target.	May 31, 2021
Deliverable 2.2. Preliminary model output spreadsheets for Reference scenarios.	June 30, 2021
Deliverable 2.3. First draft model output spreadsheets for Reference scenarios.	December 31, 2021
Deliverable 2.4. Revised draft model output spreadsheets for Reference scenarios.	May 31, 2022
Deliverable 2.5. Final model output spreadsheets for Reference scenarios.	August 31, 2022

As of August 2021, these deadlines have been delayed to allow time for public and EJ Advisory Committee input.

TASK 3: The purpose of this task is to develop the specifications for technologies and practices that may be deployed to reduce GHG emissions in California and to create scenarios combining these technologies and practices that illustrate pathways to reduce GHG emissions by mid-century. The candidate technologies and practices shall be defined as incremental to what is assumed to occur in the Reference Scenario(s). The technology and practice carbon neutrality scenarios will be used by CARB to determine a single emission reduction trajectory for subsequent analysis in Task 4.

CARB and the contractor will coordinate on all assumptions for the scenarios across all sectors, including and not limited to, vehicle miles travelled, fuel availability, technology preferences, and other actions. The contractor may incorporate data and/or projections supplied by CARB into the scenario modeling tool(s).

Contractor shall:

1. Synthesize technologies and practices identified in on-going projects including the SB100 Joint report to the legislature (expected January 1, 2021) exploring zero-carbon

electricity by 2045, AB74 reports investigating the role of fossil fuels in transportation (expected late 2020), and the CARB carbon neutrality project.

2. Through a series of meetings and/or conference calls, Contractor shall present to CARB staff the technologies and practices that may be deployed to reduce State GHG emissions and to remove GHG from the atmosphere. Contractor shall propose:
 - a. The applications and sectors in which the technology or practice may be applied.
 - b. Incremental adoption or penetration, over and above the Reference Scenario, that can be achieved, including the maximum pace and likely maximum adoption or penetration that can be considered feasible.
 - c. The technology cost and/or savings, including potential changes in costs/savings over time.
 - d. The technology efficiency or emissions performance.
3. Present to CARB staff up to five candidate carbon neutral scenarios. Scenarios shall have a “theme” that represents a potential future set of technologies and practices that achieve carbon neutrality. Themes may be related to timing of reaching carbon neutrality (e.g., 2045 or 2050) or reducing emissions by 80% from 1990 levels, level of remaining fossil fuel combustion, and other characteristics that highlight tradeoffs among technology and practice portfolios.
4. Following receipt and incorporation of CARB staff feedback, present to CARB advisors and the public the candidate carbon neutral scenarios. Include an explanation of the rationale for each “theme” and the manner in which each scenario will be specified, including the role of any carbon sinks.
5. In conjunction with development of the Scoping Plan, refine the scenarios based on CARB staff feedback to provide content for the draft and final Scoping Plan. Model output spreadsheets may require multiple iterations before submission as a contract deliverable.

Task 3 Deliverables	Completion Date
Deliverable 3.1. Internal report (in document or presentation format) describing scenarios including assumptions, inputs, and impact of technologies and practices toward achieving California’s carbon neutrality goal.	May 31, 2021
Deliverable 3.2. Preliminary model output spreadsheets for carbon neutral technology scenarios.	June 30, 2021
Deliverable 3.3. First draft model output spreadsheets for carbon neutral technology scenarios.	December 31, 2021

As of August 2021, these deadlines have been delayed to allow time for public and EJ Advisory Committee input.

Deliverable 3.4. Revised draft model output spreadsheets for carbon neutral technology scenarios.	May 31, 2022
Deliverable 3.5. Final model output spreadsheets for carbon neutral technology scenarios.	August 31, 2022

TASK 4: The purpose of this task is to create scenarios that explore a portfolio of programs and policies that achieve the emission reduction trajectory identified in Task 3 and to use scenario modeling tool(s) to evaluate the emissions reductions, total costs, and savings anticipated from individual programs and policies that achieve the emission reduction trajectory. CARB staff shall identify the programs and policies to be evaluated. Contractor shall develop a method for performing the evaluation. Based on CARB review, Contractor shall revise the method. Following CARB approval of the revised method, contractor shall apply the method to evaluate the program or policy. The evaluation shall calculate potential impacts on energy supply and demand, GHG emissions, costs and savings for each individual program or policy. Additional evaluations of the integrated portfolio of programs and policy scenarios include health analysis and economic analysis.

Examples of policies and programs that may be evaluated include but are not limited to:

- a. Low Carbon Fuel Standard
- b. California cap-and-trade program
- c. Fuel availability from activities on natural and working lands and potential sequestration from natural working lands;
- d. Low-carbon fuel (e.g., renewable hydrogen and biomethane) programs to replace fossil fuels in sectors that may not be able to decarbonize through electrification;
- e. Mechanisms to decarbonize process emissions from industrial sources;
- f. Residential and commercial electrification programs, to electrify heat loads currently served by natural gas.

Examples of evaluations of individual programs and policies include but are not limited to:

- a. Emissions reductions, such as GHGs and air pollutants
- b. Costs, such as capital investment, fuel, maintenance costs, and social costs (e.g. avoided economic damages) in terms of \$ and \$/ton MMTCO_{2e}

Examples of additional evaluations of integrated scenarios include but are not limited to:

- a. Health analysis, such as premature deaths, hospitalizations, ER visits and cancers
- b. Economic analysis, such as State GDP, jobs, and personal income

For purposes of budgeting for this subtask, up to fifteen (15) program or policy evaluations are to be performed, and up to five (5) scenarios incorporating a portfolio of programs and policies are to be created and evaluated.

The Contractor shall:

1. Discuss with CARB staff the candidate programs and policies that may be evaluated using the scenario modeling tool(s). Contractor shall identify the strengths and challenges associated with evaluating the candidate programs and policies.
2. For each program and/or policy selected for evaluation by CARB, Contractor shall develop a method for evaluating the program/policy using the scenario model tool(s). The method shall specify the inputs and assumptions that are required, the basis for selecting the inputs and assumptions, and the outputs that will be provided, including GHG emissions, costs, savings, and other relevant metrics.
3. Following receipt and incorporation of CARB staff feedback, present to CARB advisors and the public the candidate carbon neutral policy scenarios. Include an explanation of the method of evaluation and the manner in which each scenario will be specified.
4. In conjunction with development of the Scoping Plan, refine the scenarios based on CARB staff feedback to provide content for the draft and final Scoping Plan. Model output spreadsheets may require multiple iterations before submission as a contract deliverable.

Task 4 Deliverables	Completion Date
Deliverable 4.1. Internal report (in document or presentation format) describing scenarios including assumptions, inputs, and impact of policies toward achieving California’s carbon neutrality goal.	May 31, 2021
Deliverable 4.2. Preliminary model output spreadsheets for carbon neutral policy scenarios.	June 30, 2021
Deliverable 4.3. First draft model output spreadsheets for carbon neutral policy scenarios.	December 31, 2021
Deliverable 4.4. Revised draft model output spreadsheets for carbon neutral policy scenarios.	May 31, 2022
Deliverable 4.5. Final model output spreadsheets for carbon neutral policy scenarios.	August 31, 2022

As of August 2021, these deadlines have been delayed to allow time for public and EJ Advisory Committee input.

TASK 5: The purpose of this task is to report progress throughout the duration of the project and to prepare draft and final reports documenting the work performed under this agreement.

1. *Initial Meeting:* Before work on the contract begins, the Contractor’s key personnel shall meet with the CARB Project Manager and other CARB staff to discuss the overall plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin.
2. *Progress Review Meetings:* The Contractor shall participate in regular progress meetings with the CARB Project Manager and other CARB staff. These meetings will most often take the form of telephone conferences, but face-to-face meetings in

Sacramento, California may be held if deemed appropriate by CARB staff. The meetings may be as frequent as deemed necessary by CARB staff. The Contractor should be prepared for open, two-way communication with CARB staff throughout the course of the project. The Contractor must communicate at least weekly with the CARB project manager on the progress of the project.

3. *Progress Reports:* The Contractor shall provide written progress reports with each invoice, and at least quarterly. With respect to the payment period completed, the Contractor shall e-mail an electronic copy of a progress report with each invoice. When e-mailing the progress report, the subject line shall state the contract number (20ISD005) and the billing period. Each progress report will begin with the following disclaimer:

The statements and conclusions in this report are those of the Contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Each progress report shall also include:

- a. A brief narrative account of project tasks completed or partially completed since the last progress report. The task names must match those in the Scope of Work.
 - b. A brief discussion of problems encountered during the reporting period and how they were or are proposed to be resolved.
 - c. A brief discussion of work planned, by project task, before the next progress report.
4. *Stakeholder Engagement:* Contractor shall also support the public release of the Scoping Plan, including: organizing and responding to questions received by CARB from stakeholders related to the scenarios; and participating in up to three (3) CARB workshops.
 5. *Final Report:* The report shall present the data and methods used for the analysis, the logic behind the specification of the emission scenarios, the results, and a discussion of uncertainty related to the results. The draft and final report content will be used by CARB in preparing the draft and final Scoping Plan.

In addition to the report the following documentation will be provided:

- a. High resolution graphics illustrating scenarios that may be used by CARB in other electronic or published reports or documents; the Contractor will coordinate with CARB to develop graphics; graphics will be provided in electronic format (e.g., JPEG, PNG).
- b. Spreadsheets containing model outputs for all scenarios (see deliverables and completion dates in Tasks 2, 3, and 4); the Contractor will coordinate with CARB to identify specific output data; spreadsheets will be provided in electronic format (e.g., Excel).
- c. Additional documentation of scenario modeling tool(s) that allow replication of scenarios such as User Guide, modeling logic description, and executable files with input data.

Within fifteen (15) days of receipt of the State’s comments on the draft final report, the Contractor shall deliver to the state an electronic copy of the final spreadsheets, report, and graphics incorporating all reasonable alterations and additions requested by the State. Upon approval of the amended final report by the State’s Project Manager, the Contractor shall, within two (2) weeks, deliver to the State an electronic copy of final spreadsheets, report and graphics incorporating all final alterations and additions.

Task 5 Deliverables	Completion Date
Deliverable 5.1. Scenario modeling tool(s) documentation including methodology and User Guide.	May 31, 2021
Deliverable 5.2. Presentation of preliminary scenarios at Scoping Plan workshop. <i>Note: Due to restrictions related to COVID19, presentation may be virtual, depending upon circumstances.</i>	June 30, 2021
Deliverable 5.3. Draft report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	December 31, 2021
Deliverable 5.4. Draft high-resolution graphics illustrating scenarios.	December 31, 2021
Deliverable 5.5. Revised draft report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	May 31, 2022
Deliverable 5.6. Revised draft high-resolution graphics illustrating scenarios.	May 31, 2022
Deliverable 5.7. Final report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	August 31, 2022
Deliverable 5.8. Final high-resolution graphics illustrating scenarios.	August 31, 2022
Deliverable 5.9. Additional documentation of scenario modeling tool(s).	August 31, 2022
Deliverable 5.10. Up to two additional public workshop presentations as needed.	TBD

As of August 2021, these deadlines have been delayed to allow time for public and EJ Advisory Committee input.

D. CONTRACT REPRESENTATIVES

The Project Managers during the term of this agreement will be:

Agency:	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

The Administrative Contacts during the term of this Agreement shall be:

Agency:	Contractor:
Division:	Section:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

**EXHIBIT A, ATTACHMENT 1 – TECHNICAL PROPOSAL
(TO BE INSERTED UPON CONTRACT AWARD)**

ATTACHMENT 2 MONTHLY PROGRESS REPORT TEMPLATE

(Please see Page 35, Task 5, Item 3. Progress Reports, for additional progress report requirements)

Date:

Percent of Work Completed to Date:

For each task identified in the Scope of Work, provide the percent of work completed to date. (e.g. Task 1: 80%; Task 2: 0%...)

Work Completed Description:

In bullet points or short sentences, describe work completed this past month.

Outstanding Issues:

In bullet points or short sentences, identify outstanding questions or issues that may require input from the CARB project manager. These items will be covered during the monthly teleconference meetings with CARB.

Plan for Next Month:

In bullet points or short sentences, identify items to be completed next month.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoice for each completed task, the State agrees to compensate the Contractor for costs specified herein and in accordance with Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement. **All costs must include items such as labor, travel, subcontractors, meetings, reproduction costs, reports, tax, and any other items necessary to perform and complete the tasks of this project.**
2. Contractor shall submit one (1) original and one (1) copy of each invoice. Invoices must include the Agreement Number and must be submitted not more frequently than monthly in arrears to:

California Air Resources Board
Accounts Payable
P.O. Box 1436
Sacramento, CA 95814

3. When submitting an invoice to the Accounting Section, Contractor shall email a copy to **(TBD)**.

B. Progress Payments

Progress payments are permitted for work performed under this contract. Ten percent (10%) of each invoiced amount shall be withheld pending final completion of the Agreement, and receipt and acceptance by the CARB Project Representative of any final reports required under the contract. A final invoice must be submitted for the remainder of the balance.

C. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Travel & Per Diem

1. Travel time shall be paid at the applicable standard rates.

2. Travel shall be reimbursed for actual travel costs incurred, not to exceed the rates set forth by the California Department of Human Resources.
3. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State.

**EXHIBIT B, ATTACHMENT 1 – CONTRACTOR COST SHEET
(TO BE INSERTED UPON CONTRACT AWARD)**

Attachment 11 will be inserted here.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site

<https://www.dgs.ca.gov/OLS/Resources>

EXHIBIT D SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CARB within ten (10) days of discovery of the problem. Within ten (10) days, CARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

D. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. If the Federal Grant associated with this Agreement is terminated before the Agreement term ends, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced time period.
3. In the case of early termination, Contractor shall submit one (1) original invoice and one (1) copy of the invoice covering services to termination date, following the invoice requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
4. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of State are justified, to termination date.

F. Amendments

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. CARB reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

G. Insurance

1. Commercial General Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insured under Contractor's insurance

or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work.

5. General Provisions Applying to all Policies

- a. Coverage term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement. The Contractor agrees to provide a new certificate of insurance to:

California Air Resources Board
1001 I Street
Sacramento, CA 95814
Attention: Administrative Services Division (Contracts Office) – 20ISD005

- b. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State

- may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - d. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.
 - e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - f. Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the Contract.

H. Force Majeure

Except for defaults of subcontractors, neither CARB nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

I. Registration with State and Local Jurisdictions

All business entities doing business within the State must be registered with all state and local jurisdictions and maintain applicable business licenses that are required by law. All businesses who do not maintain business licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CARB.

J. Tax Delinquencies

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If CARB determines that the Contractor or any of its subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the Agreement.

K. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a. Exhibit C – General Terms and Conditions (04/2017)
- b. State of California – Department of General Services Standard Agreement STD 213 (rev. 03/2019) and any amendments thereto;
- c. Exhibit D – Special Terms and Conditions;
- d. Exhibit A – Statement of Work, including any specifications incorporated by reference herein; and
- e. All other attachments incorporated into the Contract as listed on the STD 213.

EXHIBIT E ADDITIONAL PROVISIONS

A. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

B. Ownership of Work and Copyrightable Materials

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein. Contractor shall not disclose or distribute the software program or any other product resulting from this agreement to any person or entity, in any manner whatsoever, without the written consent of CARB.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

C. Copyrightable Materials

1. CARB reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, CARB shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to CARB.
2. CARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist CARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
3. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of CARB.
4. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of CARB.
5. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

D. Confidentiality of State Information

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State.

Therefore, Contractor agrees to:

1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
2. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
3. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
4. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

E. Confidentiality of Data and Working Documents

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of CARB's Contract Manager.
2. Permission to disclose information or documents on one occasion or at public hearings or workshops held by CARB relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
3. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Contract, or CARB's actions on the same, except to CARB staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
4. Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms and the terms in Exhibit E, Attachment 1 - Conflict of Interest and Confidentiality Statement.
5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

EXHIBIT E
ATTACHMENT 1 - CONFLICT OF INTEREST & CONFIDENTIALITY STATEMENT

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or contract processes for this Project. For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial interest in a party who is offering, or associated with an Offeror, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the Project, which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I **must** still keep all Project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of Project information. I further agree that I will strictly abide by the terms of the project Confidentiality Policy contained in Exhibit E, Sections D and E. Failure to adhere to the terms of this Conflict of Interest and Confidentiality Statement, as determined within the sole discretion of CARB, may be considered a breach of this Agreement and may lead to Agreement termination, civil and/or criminal liability, or a combination thereof.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the CARB Project Manager immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone Number: _____

Fax Number: _____

**ATTACHMENT 3
PROPOSER REFERENCES FORM**

Submission of this form is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the Proposer authorizes the State to contact the named company, person or entity to confirm the Proposer meets the minimum qualifications set forth in the RFP. More than three (3) references may be submitted if necessary to demonstrate that the Proposer meets the minimum qualifications.

REFERENCE 1			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

REFERENCE 2			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

REFERENCE 3			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

**ATTACHMENT 4
PAYEE DATA RECORD (STD 204)**

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 10/2019)

1	INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.																							
2	BUSINESS NAME <i>(As shown on your income tax return)</i> <hr/> SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL. <i>(Name as shown on SSN or ITIN) Last, First, MI</i> E-MAIL ADDRESS <hr/> <table style="width:100%; border:none;"> <tr> <td colspan="3">MAILING ADDRESS</td> <td colspan="3">BUSINESS ADDRESS</td> </tr> <tr> <td style="border:none;">CITY</td> <td style="border:none;">STATE</td> <td style="border:none;">ZIP CODE</td> <td style="border:none;">CITY</td> <td style="border:none;">STATE</td> <td style="border:none;">ZIP CODE</td> </tr> </table>						MAILING ADDRESS			BUSINESS ADDRESS			CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE						
MAILING ADDRESS			BUSINESS ADDRESS																					
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE																			
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display:inline-table; border-collapse: collapse; width:150px; height:20px;"><tr><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td></tr></table>																				NOTE: Payment will not be processed without an accompanying taxpayer identification number.			
PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> CORPORATION: <input type="radio"/> MEDICAL <i>(e.g., dentistry, psychotherapy, chiropractic, etc.)</i> <input type="radio"/> LEGAL <i>(e.g., attorney services)</i> <input type="radio"/> EXEMPT <i>(nonprofit)</i> <input type="radio"/> ALL OTHERS																							
CHECK ONE BOX ONLY	<input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC <i>(Disregarded Entity)</i> ENTER SSN OR ITIN: <table border="1" style="display:inline-table; border-collapse: collapse; width:150px; height:20px;"><tr><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td><td style="width:20px;"></td></tr></table> <small><i>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</i></small>																							
4	<input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT <i>(see next page for more information)</i> - Payments to nonresidents for services may be subject to state income tax withholding. <input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.																							
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME <i>(Type or Print)</i></td> <td style="width:20%;">TITLE</td> <td style="width:30%;">TELEPHONE <i>(include area code)</i></td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>E-MAIL ADDRESS</td> </tr> </table>						AUTHORIZED PAYEE REPRESENTATIVE'S NAME <i>(Type or Print)</i>	TITLE	TELEPHONE <i>(include area code)</i>	SIGNATURE	DATE	E-MAIL ADDRESS												
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SIGNATURE	DATE	E-MAIL ADDRESS																						
6	Please return completed form to: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="3">DEPARTMENT/OFFICE</td> <td colspan="3">UNIT/SECTION</td> </tr> <tr> <td colspan="3">MAILING ADDRESS</td> <td colspan="2">TELEPHONE <i>(include area code)</i></td> <td>FAX</td> </tr> <tr> <td style="border:none;">CITY</td> <td style="border:none;">STATE</td> <td style="border:none;">ZIP CODE</td> <td colspan="3" style="border:none;">E-MAIL ADDRESS</td> </tr> </table>						DEPARTMENT/OFFICE			UNIT/SECTION			MAILING ADDRESS			TELEPHONE <i>(include area code)</i>		FAX	CITY	STATE	ZIP CODE	E-MAIL ADDRESS		
DEPARTMENT/OFFICE			UNIT/SECTION																					
MAILING ADDRESS			TELEPHONE <i>(include area code)</i>		FAX																			
CITY	STATE	ZIP CODE	E-MAIL ADDRESS																					

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 10/2019)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSES**

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 lesser 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 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 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 over \$100,000 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>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</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>	

**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 - 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. If you are a California certified DVBE, percentage of DVBE participation and/or incentive claimed? ____%
 - c. 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.
-
- d. 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?

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

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:
- Micro business (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/micro businesses.

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 the 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 the OSDC 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 9

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS (01/31/17)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et

seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://www.caleprocure.ca.gov/>. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) website at <https://www.sba.gov/> to identify potential DVBEs. Select the “Contracting” tab, select the “Resources for Finding Customers” tab, and click on the “Dynamic Small Business Search (DSBS) Database” link. Search options and information are provided on the Dynamic Small Business Search Database site. First time users should click on the “Help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select: [DVBE Referral Organizations.pdf](#)

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select:

- [DVBE Focus Paper Listing](#) (Excel)
- [DVBE Trade Paper Listing](#) (Excel)

U.S. Small Business Administration (SBA):

Use the SBA website: <https://www.sba.gov/>

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to

<http://www.dgs.ca.gov/pd/Resources.aspx> and select: [DVBE Referral Organizations.pdf](#)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement

Website: <https://www.caleprocure.ca.gov/>

Phone: (916) 375-2000

Email: custserv@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including:
Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <http://dgs.ca.gov/pd/programs/osds.aspx>

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdshelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

As defined in MVC §999 and 2 CCR §1896.6(1), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work for the contract;
 - Carries out contractual obligations by actually performing, managing, or supervising the work involved;
 - Performs work that is normal for its business services and functions;
 - Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices;
 - Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and,
 - Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.
-

ATTACHMENT 10 – COMMERCIALLY USEFUL FUNCTION DOCUMENTATION

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: **DVBE** **Small Business** **Micro Business**

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

NOTE: A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

SECTION 2:

The Bidder shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____

DATE: _____

**ATTACHMENT 11
CONTRACTOR COST SHEET**

(Note: After award, this becomes part of the contract as Exhibit B, Attachment 1)

Submission of this attachment is required. Failure to complete and return this attachment will cause your bid to be rejected and deemed non-responsive. Bidder must provide the cost for each task listed below. This project has a budget amount of **\$700,000**. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

Please provide an all-inclusive cost for each task below. NOTE: All costs must include personnel, labor, subcontractors, materials, travel, reports, tax, and any other items necessary to perform and complete all tasks.

SCOPING PLAN UPDATE SCENARIO MODELING AND EVALUATION		
TASK 1: Update scenario modeling tool(s) to reflect recent California GHG emissions, vehicle population, and fuel and electricity consumption and production.		
DESCRIPTION OF SERVICES		Total Cost for each Task / Subtask
Deliverable 1.1	Internal report (in document or presentation format) describing scenario modeling tool(s) outputs demonstrating that the estimates of GHG emissions, vehicle population, and fuel and electricity consumption and production are consistent with the latest data identified in this subtask.	\$
TASK 1 SUBTOTAL		\$

TASK 2: Create and refine Reference Scenarios that demonstrate effect of existing policies, regulations, statutes and codes in achieving California's 2030 GHG emission reduction target.		
DESCRIPTION OF SERVICES		Total Cost for each Task / Subtask
Deliverable 2.1	Internal report (in document or presentation format) describing Reference Scenarios including assumptions, inputs, and assessment of progress and impact of current policies toward achieving California's 2030 GHG emission reduction target.	\$
Deliverable 2.2	Preliminary model output spreadsheets for Reference scenarios.	\$
Deliverable 2.3	First draft model output spreadsheets for Reference scenarios.	\$

Deliverable 2.4	Revised draft model output spreadsheets for Reference scenarios.	\$
Deliverable 2.5	Final model output spreadsheets for Reference scenarios.	\$
TASK 2 SUBTOTAL		\$

TASK 3: Create and refine scenarios that illustrate a portfolio of technologies and practices to achieve carbon neutrality.		
DESCRIPTION OF SERVICES		Total Cost for each Task / Subtask
Deliverable 3.1	Internal report (in document or presentation format) describing scenarios including assumptions, inputs, and impact of technologies and practices toward achieving California’s carbon neutrality goal.	\$
Deliverable 3.2.	Preliminary model output spreadsheets for carbon neutral technology scenarios.	\$
Deliverable 3.3.	First draft model output spreadsheets for carbon neutral technology scenarios.	\$
Deliverable 3.4.	Revised draft model output spreadsheets for carbon neutral technology scenarios.	\$
Deliverable 3.5.	Final model output spreadsheets for carbon neutral technology scenarios.	\$
TASK 3 SUBTOTAL		\$

TASK 4: Create and refine scenarios that explore a portfolio of policies to achieve carbon neutrality.		
DESCRIPTION OF SERVICES		Total Cost for each Task / Subtask
Deliverable 4.1.	Internal report (in document or presentation format) describing scenarios including assumptions, inputs, and impact of policies toward achieving California's carbon neutrality goal.	\$
Deliverable 4.2.	Preliminary model output spreadsheets for carbon neutral policy scenarios.	\$
Deliverable 4.3.	First draft model output spreadsheets for carbon neutral policy scenarios.	\$
Deliverable 4.4.	Revised draft model output spreadsheets for carbon neutral policy scenarios.	\$
Deliverable 4.5.	Final model output spreadsheets for carbon neutral policy scenarios.	\$
TASK 4 SUBTOTAL		\$

TASK 5: Report progress; present and document results.		
DESCRIPTION OF SERVICES		Total Cost for each Task / Subtask
Deliverable 5.1.	Scenario modeling tool(s) documentation including methodology and User Guide.	\$
Deliverable 5.2.	Presentation of preliminary scenarios at Scoping Plan workshop.	\$
Deliverable 5.3.	Draft report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	\$
Deliverable 5.4.	Draft high-resolution graphics illustrating scenarios.	\$
Deliverable 5.5.	Revised draft report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	\$

Deliverable 5.6.	Revised draft high-resolution graphics illustrating scenarios.	\$
Deliverable 5.7.	Final report describing Reference scenarios, carbon neutral technology scenarios, and carbon neutral policy scenarios, including assumptions, inputs, data sources, results and discussion of uncertainty.	\$
Deliverable 5.8.	Final high-resolution graphics illustrating scenarios.	\$
Deliverable 5.9.	Additional documentation of scenario modeling tool(s).	\$
Deliverable 5.10.	Up to two additional public workshop presentations as needed.	\$
	Travel Cost Estimate (up to five) trips to Sacramento	\$
TASK 5 SUBTOTAL		\$
*TOTAL COST (Tasks 1-5)		

*Total cost shall be used for evaluation purposes.

**ATTACHMENT 12
DETAILED RESPONSE FOR MINIMUM QUALIFICATIONS**

This page is intentionally blank. This is a placeholder for the bidder's Detailed Response of Minimum Qualifications.

Submissions of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your proposal to be rejected and deemed non-responsive.