You are invited to review and respond to this Request for Proposal (RFP), entitled CAEATFA08-09, for the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA). The RFP seeks trustee services to retain a firm to serve as trustee (the “Trustee firm”) to manage all funds for the California Ethanol Producer Incentive Program (CEPIP). The Trustee firm will hold and disburse funds on behalf of CAEATFA and California Energy Commission CEPIP borrowers; track draws; calculate interest for each loan; and provide monthly account statements to CAEATFA.

Note that all agreements entered into with the State of California will include by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of CAEATFA, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

California Alternative Energy and Advanced Transportation Financing Authority
Attn: Sherri Kay Wahl
915 Capitol Mall, Room 457
Sacramento, CA 95814
(916) 654-5951
FAX (916) 657-4821

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.
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Purpose and Description of Services

1. Introduction

The California Alternative Energy and Advanced Transportation Financing Authority ("CAEATFA") or the "Authority" is requesting Proposals to retain a firm to serve as trustee (the "Trustee firm") to manage all funds for the California Ethanol Producer Incentive Program (CEPIP). The Trustee firm will hold and disburse funds on behalf of CAEATFA and California Energy Commission borrowers; track draws; calculate interest for each loan; and provide monthly account statements to CAEATFA.

The selection of the Trustee firm will be based not only on the proposed fees, but also on assurances that the Trustee firm will provide a reasonable level of competent and responsive service to the Authority in all subject areas described in the Scope of Trustee Services and meet the Minimum Qualifications. The firm must be free from actual conflicts of interest not only at the time of selection, but throughout the term of the contract as well. The firm must be immediately available to assume services.

All proposals submitted to perform these services must explain the experience and qualifications of the firm which demonstrate the firm's ability to provide these services. Failure to provide all of the requested information, or deviation from the required format, may result in disqualification. The CAEATFA reserves the right to reject any or all proposals.

The Authority anticipates entering into a two-year contract with the allowance for a one-year extension. The contract amount may not exceed $15,000.

2. Overview of the Authority

The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) provides financing for facilities that use alternative energy sources and technologies. CAEATFA also provides financing for facilities needed to develop and commercialize advanced transportation technologies that conserve energy, reduce air pollution, and promote economic development and jobs. CAEATFA takes direction from its board in deciding which projects to assist.

The enabling legislation is contained in the California Alternative Energy and Advanced Transportation Financing Authority Act ("CAEATFA Act"), Division 16 of the Public Resources Code, commencing with Section 26000.

3. The California Ethanol Producer Incentive Program (CEPIP)

The California Energy Commission has issued a CEPIP Program Opportunity Notice (PON) to solicit applications from California ethanol fuel production facilities eligible to receive AB 118 funds. The CEPIP PON identifies conditions under which eligible CEPIP Participants may receive incentive payments and/or make repayments. The CEPIP PON describes program activities such as incentive payment and repayment structures and calculations, eligibility determinations, and ethanol production verification. The CEPIP PON will define an "ethanol crush spread" (ECS) based upon publically available information found using the Chicago Board of Trade (CBOT) corn and the Los Angeles Oil Price Information Service (OPIS) ethanol prices. The CEPIP PON will specify reporting and certification requirements of each CEPIP Participant.

It is the sole responsibility of the California Energy Commission to establish and manage CEPIP Participant (or "Borrower") eligibility and terms and conditions for incentive payments to, and repayments from, CEPIP Participants. The Energy Commission shall monitor the ECS and evaluate
CEPIP Participant certification and verification, and shall be the ultimate custodian for all records concerning CEPIP Participant activities and transactions.

CAEATFA and the CEPIP Trustee are not responsible for CEPIP marketing, outreach, or determinations of CEPIP Participant eligibility. CAEATFA and the CEPIP Trustee are not responsible for making determinations on CEPIP actions with respect to incentive payments and/or incentive reimbursements in the CEPIP Trust Account.

An Action Memorandum will be used by the Energy Commission and by CAEATFA to communicate action, direction, approval, and other transactional information with respect to the transfer of funds, incentive payments/repayments, report dissemination, and CEPIP Participant status. Each month, the Energy Commission will provide a list of CEPIP Participants eligible to receive incentive payment(s) or required to provide incentive repayment(s)

CAEATFA will facilitate financial transactions through the CEPIP Trustee engaged as needed to fully implement the CEPIP. This RFP provides the specific tasks and deliverables associated with managing the CEPIP Trust Account.

4. Scope of Trustee Services

Under the general direction of the Executive Director of the CAEATFA, and the State Treasurer, who is Chair of the CAEATFA, the Contractor agrees to provide services as described below:

A. Establishing Accounts

1. The Trustee firm will establish six to eight (6-8) accounts, maintain and hold a separate fund designated as the CEPIP Trust Account (the “Program Fund”) into which Program Fund the CAEATFA will deposit such funds as determined by the CAEATFA. The moneys held in the Program Fund will at all times be the property of the CAEATFA

B. Loans from CEPIP

1. The Trustee firm will fund loans to borrowers (“Loan”) from the Program Fund in accordance with the requisitions submitted pursuant to paragraph 4.B.2, below.

2. CAEATFA will submit requisitions, Request for Disbursement of Loan Proceeds (see Form A), for each Loan to the Trustee firm as draws against the Loan are needed. The requisition must contain the following information:

   a) The name and address of the person to whom the payment is due;
   b) The purpose for which such payment is to be made;
   c) The amount to be paid; and
   d) That the payment mentioned therein has been properly incurred and is a proper charge against the Loan.

   Each such requisition will be sufficient evidence to the Trustee firm of the facts stated therein and the Trustee firm shall have no duty to confirm the accuracy of such facts. Upon receipt of such requisition, signed by CAEATFA, the Trustee firm shall pay the amount set forth therein as directed by the terms thereof.

3. For each Loan, the Trustee firm will track the draws to the maximum loan amount, disburse funds in accordance with the CAEATFA’s instructions, and compute on a monthly compounding basis interest accruing on Loan amount then outstanding in accordance with the provisions of the Loan Agreement.
4. The Trustee firm will receive Loan repayment monies from Borrowers. Any Loan repayment monies received from Borrowers will be promptly credited to the Borrower and deposited into the Program Fund.

C. Maintenance of Accounts

1. The moneys in the Program Fund will be invested by the contractor at the direction from time to time of the CAEATFA to the Contractor in any investment permitted by Government Code Section 16430.

2. The moneys in the Program Account held by the Trustee firm will be invested by the Trustee firm at the direction from time to time of the CAEATFA in any investment permitted by Government Code Section 16430.

3. The moneys deposited in the Program Account held by the Trustee firm will be the property of CAEATFA, but held for the benefit of the CEPIP.

4. CAEATFA may provide written direction to the Trustee firm to remit any monies in the Program Fund to the CAEATFA.

5. At such time as the CAEATFA in its discretion determines to terminate its role in CEPIP or otherwise to cease making deposits to the Program Fund, any money remaining in the Program Fund shall be returned to CAEATFA or CEPIP at CAEATFA’s written direction.

D. Reporting and Other Requirements

1. The Trustee firm will provide monthly reports to the CAEATFA of the balance and activities of each such Borrower account.

2. All Loans will have interest rates that compound monthly. The Trustee firm will calculate interest for each Loan in accordance with the terms of the related Loan Agreement and provide monthly account statements to the CAEATFA and the CEC.

3. The Trustee firm will send Borrower Loan balance and interest accrual information to CAEATFA and to each Borrower and the CEC on a monthly basis.

4. The Trustee firm will prepare a monthly report to the CAEATFA that will include at least the following items, and additional information as reasonably requested by the CAEATFA in writing at least 30 days prior to the end of any calendar quarter:
   a) An accounting of the Program Fund and each Borrower account as of the end of the quarter;
   b) A listing of all Loans by Borrower name and Loan amount funded from the Program Fund in the prior quarter;
   c) An accounting of all credited accrued interest on the Program Fund.

5. The Trustee firm will perform such other duties or activities related to the specific duties listed above as may be specifically requested in writing by the CAEATFA in connection with the Program, including on CAEATFA’s behalf in contacts with Borrowers.
4. Term of Agreement

The term of the Agreement will be for a two-year period commencing on June 30, 2010 or the date the Agreement is approved by the Department of General Services. In its discretion, the Authority Board may extend this Agreement for an additional one-year period.

B) Minimum Qualifications for Proposers

1. Any Trustee appointed under the Agreement must be a trust company, corporation or bank having the powers of a trust company that either:
   a. Has a combined capital and surplus of at least fifty million dollars ($50,000,000), and is subject to supervision or examination by federal or state authority; or
   b. Is a wholly-owned subsidiary of a bank, trust company, corporation or bank holding company with an aggregate combined capital and surplus of at least fifty million dollars ($50,000,000), and is subject to supervision or examination by federal or state authority.

   If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee must, at all times, during the term of the Agreement meet these minimum qualifications.
   c. Must have internet access and email.

2. Any Trustee appointed under the Agreement must maintain an office located in California.

C) Proposal Requirements and information

1. Key Action Dates

   All Proposers are advised of the following schedule and shall be expected to adhere to the required dates and times:

<table>
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<tr>
<th>Date</th>
<th>Action</th>
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<tr>
<td>June 11, 2010</td>
<td>RFP Advertisement – California State Contracts Register (CSCR).</td>
</tr>
<tr>
<td>June 11, 2010</td>
<td>RFP available to prospective Proposers.</td>
</tr>
<tr>
<td>June 25, 2010 (Friday)</td>
<td>Proposals are due and must be received at the CAEATFA office at 915 Capitol Mall, Room 457, Sacramento, CA 95814, by 4:00 p.m.</td>
</tr>
<tr>
<td>June 23, 2010</td>
<td>Post Letter of Intent to Award.</td>
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<tr>
<td>June 30, 2010</td>
<td>Proposed Award Date</td>
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</table>
2. **Content of Proposals and Format**

Proposals will be evaluated on the basis of the proposer’s ability to demonstrate a high degree of experience, training and proficiency in the conduct of the various functions to be performed. The CAEATFA will consider specifically the proposer’s knowledge and experience of account administration, investment of account funds and flexible reporting options.

This proposal, the evaluation of the proposal and the award of any resultant contract shall be governed generally by the rules of this section and applicable State policy.

The proposal must contain all of the following information:

A. **Table of Contents**.

B. **Executive Summary.**
   Summarize the highlights of the proposal and address the firm’s experience and capabilities for the types of services required.

C. **Qualifications and Experience of the Trustee firm.**

   1. **Qualifications and Experience of the Trustee firm.**
      A brief description of the firm’s qualifications and experience that demonstrates its capability as a trustee.

      A listing of other state or local governments for which the firm has acted, or is currently acting as trustee, the length of time, the nature of services provided, and a contact person with address and telephone.

      A reference list of similar types of contracts successfully completed with a sample of the work. The list of contracts shall include:
      a. The name of the client firm.
      b. The contact person.
      c. The address and telephone number.
      d. A description of the services performed.

   2. **Qualifications and Experience of Key Personnel.**
      An organization chart showing functions, positions, and titles of professionals in the organization, including any subcontractor firms.

      A listing of the names of the personnel that will be directly involved in providing the services under the Agreement, including any subcontractor employees. Identify the role of each staff member who will serve in the contract, his/her title, and the percentage of the total firm effort that shall be provided by that individual.

      Provide detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed sub trustee firms and their employees.

   2. **Flow Chart**
      Include a Flow Chart demonstrating the firm’s understanding of establishing the CAEATFA Program Fund, and various other related accounts as described in Section 4, Scope of Trustee Services. Illustrate the organizational relationship between CAEATFA and the Trustee firm’s role and responsibilities to fund Borrower Loans from the Program.
Fund. Include the Trustee firm’s role in the maintenance and monitoring activities of such accounts.

4. **Conflicts of Interest**
   Firms must disclose any business relationships which may be construed to be potential conflicts of interest. The Authority may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if the Authority, in its discretion, determines a conflict exists.

5. **Legal Actions**
   Within the past 24 months, has your firm or any of its principals been involved in any litigation, arbitration, disciplinary or other official actions arising from the firm’s business? If yes, describe.

6. **Fee Schedule**
   The fee schedule must be stated on an account basis and must outline reimbursable expenses, if applicable.
   - Borrower Account Set-up Fee.
   - Draw Fees.
   - Annual Fee.
   - Expenses

   Proposals submitted with fee schedules not in compliance with these requirements will be rejected.

7. **Required Attachments**
   For your proposals to be considered responsive, all required Attachments must be completed and included with the proposal by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.

3. **Submission of Proposals**
   a) The proposals should provide straightforward and concise descriptions of the firm’s ability to satisfy the requirements of this RFP. The proposals must be complete and accurate. Omissions, inaccuracies or misstatements shall be sufficient cause for rejection of a proposal.

   b) The proposal package should be prepared in the least expensive method.

   c) All proposals must be submitted and sent to CAEATFA by dates and times shown in Section C, Proposal Requirements and Information. Proposals received after the date and time specified in Section C shall not be considered. A postmark **shall not** be accepted as meeting the delivery time if received by CAEATFA after the submission deadline.

   d) A minimum of one (1) original and five (5) additional copies of the proposal must be submitted.

   e) The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

Dona Yee  
California Alternative Energy and Advanced Transportation Financing Authority  
Request for Proposals – Trustee Firm Services  
RFP #CAEATFA08-09  

DO NOT OPEN

g) If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected.

h) All proposals shall include Attachments identified in Section E, Required Attachments. The proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

i) The proposals must be received in the CAEATFA’s office no later than 4:00 p.m. on June 18, 2010 as shown in Section C, Proposal Requirements and Information. Late proposals will not be accepted. A postmark shall not be accepted as meeting the delivery time if received by CAEATFA after the submission deadline.

Mail or deliver proposals to the following address:

Dona Yee  
California Alternative Energy and Advanced Transportation Financing Authority  
915 Capitol Mall, Room 457  
Sacramento, CA  95814  

Request for Proposal – Trustee firm Services  
RFP #CAEATFA08-09

i) The proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a proposal to be rejected.

j) 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 deviation shall in no way modify the proposal document or excuse the proposer from full compliance with all requirements if awarded the agreement.

k) Costs incurred for developing the proposal and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.

l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
m) 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 as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, shall not be considered.

n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with item (h) listed. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. The proposal may not be withdrawn without cause subsequent to the proposal submission deadline.

o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.

q) Before submitting a response to this solicitation, proposer should review, correct all errors and confirm compliance with the RFP requirements.

r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount shall be made due to a lack of careful examination of work sites and specifications.

s) More than one proposal from an individual firm, partnership, corporation or association under the same or different names, shall not be considered.

t) The State does not accept alternate contract language from a prospective Trustee firm. A proposal with such language shall be considered a counter proposal and shall be rejected. The State’s General Terms and Conditions (GTC-307) are not negotiable.

u) No oral understanding or agreement shall be binding on either party.

v) Conflict of Interest: The bidder and Trustee firm needs to be aware of the provisions regarding current or former state employees. If a Trustee firm has any questions on the status of any person rendering services or involved with the Agreement, the CAEATFA must be contacted immediately for clarification. (See Attachment 4, Trustee firm Certification Clauses(CCC-307).

4. Evaluation Process

a) Each proposal shall be date and time-stamped as it is received; additionally, it shall be verified that each proposal arrives properly sealed. Late proposals shall not be accepted. Proposals shall remain confidential until the review process begins. At the time of proposals opening, each proposal shall be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

b) The Authority staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this RFP. Each RFP shall be examined for the presence of required information as specified in the submission requirements of this RFP. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection.
c) It is the firm’s responsibility to provide sufficient information in the proposal to permit the Authority staff to make an accurate assessment of the firm’s ability to provide the services needed by the Authority.

d) If during the evaluation process Authority staff is unable to assure itself of the firm’s ability to perform under the contract, (if contract is awarded), Authority staff has the option of requesting from the firm any information deemed necessary to determine the firm’s qualifications. The firm shall be notified if such information is required, and shall be permitted five working days to submit the requested information.

e) If the information submitted by the firm is insufficient to satisfy Authority staff as to the firm’s suitability, Authority staff may ask for additional information or reject the statement. The Authority’s determination of the firm’s qualifications shall be final.

f) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected.

g) The Authority shall evaluate only those firms meeting the minimum qualifications as defined in Section B. The proposals that meet the minimum qualifications shall be evaluated and scored according to the criteria indicated below. A minimum of 85 points must be achieved to be considered responsive (a responsive proposal is one which meets or exceeds the requirements stated in this proposal). The selection shall be made by an evaluation committee of the Authority on the basis of the following weighted factors (Maximum Points available for each criteria are noted).

<table>
<thead>
<tr>
<th>Rating/Scoring Criteria</th>
<th>Maximum Possible Points</th>
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<tbody>
<tr>
<td>1. Qualifications and Experience of the firm to provide services described in Section A, Item 4, Scope of Trustee Services including Trustee depository experience.</td>
<td>35 points</td>
</tr>
<tr>
<td>2. Qualifications of Key Personnel The Authority will evaluate the individuals to be assigned to the contract on the basis of their professional and educational background and experience in related work including experience with other trustee program and similar type programs.</td>
<td>25 points</td>
</tr>
<tr>
<td>3. Flow Chart The Authority will evaluate the firm’s understanding of the CAEATFA Program Fund and CEPIP Participant accounts setup and the relationship of the Trustee firm’s role. The Authority will review and evaluate the Model Flow Chart submitted by the firm, illustrating set up of the Program Fund and various related Accounts and the Trustee firm’s role in maintenance &amp; monitoring activities of such accounts.</td>
<td>10 points</td>
</tr>
<tr>
<td>4. Fees The Authority will evaluate the actual fees proposed including the reasonableness of the composite rate, cost detail &amp; effectiveness (given value of services to be obtained) and cost effectiveness (given experience and qualifications of firm and its personnel).</td>
<td>30 points</td>
</tr>
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</table>

| Maximum Total Possible Points | 100 points |
Minimum Total Points to be considered a responsive RFP  

85 points

As part of its final evaluation process, the Authority may request oral presentations. If this option is exercised, the Authority shall provide the firms with at least a 72 hour notice. Presenters from the firm(s) must include the trust officers who shall have primary responsibility for the account(s).

The Authority reserves the right to:

a) Request an interview with, and additional information from firms prior to final selection of the Trustee firm for the contract.

b) Select for contract negotiations the firm that, in the Authority's judgment, shall best meet the Authority's needs, regardless of differences in estimated costs between firms.

c) Consider information about a firm in addition to the information submitted in the proposal or interview.

5. Award and Protest

a) Notice of the proposed award shall be posted in a public place in the office of the California Alternative Energy and Advanced Transportation Financing Authority, 915 Capitol Mall, Room 457, Sacramento, CA 95814, for five (5) working days prior to awarding the agreement.

b) If any proposer, prior to the award of agreement, files a protest with the California Alternative Energy and Advanced Transportation Financing Authority and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Alternative Energy and Advanced Transportation Financing Authority a detailed statement specifying the grounds for the protest.

d) Upon resolution of the protest and award of the agreement, Trustee firm must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Trustee firm is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

e) Upon resolution of the protest and award of the agreement, Trustee firm must sign and submit to the awarding agency, page one (1) of the Trustee firm Certification Clauses (CCC-307), included as Attachment 5.

6. Disposition of Proposals

a) Upon proposal opening, all documents submitted in response to this RFP shall become the property of CAEATFA and the State of California, and shall 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.
However, the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the “Letter of Intent” to award contract is posted.

b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

7. Agreement Execution and Performance

a) Service shall start not later than (30) days, or on the express date set by the awarding agency and the Trustee firm, after all approvals have been obtained and the agreement is fully executed. Should the Trustee firm fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Trustee firm, reserves the right to terminate the agreement. In addition, the Trustee firm shall be liable to the State for the difference between Trustee firm's proposal price and the actual cost of performing work by another Trustee firm.

b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Social-Economic and Preference Programs


   b. A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. (Small Business Certification will be verified with the Department of General Services prior to applying preference). The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total “earned” points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

   c. Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.


   A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

   The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

   Firms claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid
due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of either the lowest, responsive, responsible firm’s price or the highest responsive, responsible firm’s total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

3. Darfur Contract Act Compliance Certification – Mandatory
   You must complete and return Attachment 8. This form must be included with bid submittal

   Effective January 1, 2009, Bidders must address the requirements of the Darfur Contract Act. The Act is intended to preclude State agencies from contracting with SCRUTINIZED companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. A SCRUTINIZED company is a company doing specified types of business in Sudan as defined in Public Contract Code section 10476.

4. Disabled Veteran Business Participation has been waived for this proposal

E) Required Attachments (Attachment 1)

   For the proposal to be considered responsive, all required attachments listed on Attachment 1 must be included with the RFP by dates and times shown in Proposal Requirements and Information, Item 1, Key Action Dates. (Refer to Attachment 1, Required Attachment Check List.)
FORM A

REQUEST FOR DISBURSEMENT OF LOAN PROCEEDS

Date

Trustee Addressee

RE: Request for Disbursement of Loan Proceeds on behalf of CEPIP Participant (“Borrower”)

Contact Name, Contact Title REQUESTS THE FOLLOWING DISBURSEMENT OF PROCEEDS FROM THE TRUSTEE AS ALLOWED BY THE LOAN DOCUMENTS:

1) The name and address of the entity to whom the payment is due.
2) The purpose(s) for which such payment is to be made.
3) The amount to be paid.
4) The date that the funds are needed.
5) Every capitalized term has the meaning defined in the Loan Agreement.

CAEATFA APPROVAL:

CAEATFA Name

By: ________________________________
**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECK LIST**

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

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Attachment Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>____</td>
<td>Attachment 1 – Required Attachment Check List</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 2 – Proposal/Proposer Certification Sheet</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 3 – Proposer References</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 4 – Payee Data Record (STD 204)</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 5 – Contractor’s Certification Clauses (CCC-307)</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 6 – Small Business or Microbusiness Preference*</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 7 – Non-Small Business Preference*</td>
</tr>
<tr>
<td>____</td>
<td>Attachment 8 – Darfur Contract Act Compliance Certification</td>
</tr>
</tbody>
</table>

*If applicable*
ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return the RFP nor the "Sample Agreement" at the end of this RFP.

A. Place all required attachments behind this certification sheet.

B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

<table>
<thead>
<tr>
<th>1. Company Name</th>
<th>2. Telephone Number ( )</th>
<th>2a. Fax Number ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate your organization type:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate the applicable employee and/or corporation number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Indicate applicable license and/or certification information:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Proposer’s Name (Print)</td>
<td>11. Title</td>
<td></td>
</tr>
<tr>
<td>12. Signature</td>
<td>13. Date</td>
<td></td>
</tr>
<tr>
<td>Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. California Small Business Yes ☐ No ☐</td>
<td>b. Disabled Veteran Business Enterprise Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td>If yes, enter certification number:</td>
<td>If yes, enter your service code below:</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Proof of Certification is required to be included if either of the above items is checked “Yes” and will be verified.

Date application was submitted to OSBCR, if an application is pending:
Completion Instructions for Proposal/Proposer Certification Sheet

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

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

**PROPOSER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

<table>
<thead>
<tr>
<th>REFERENCE 1</th>
<th>REFERENCE 2</th>
<th>REFERENCE 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm</td>
<td>Name of Firm</td>
<td>Name of Firm</td>
</tr>
<tr>
<td>Street Address</td>
<td>Street Address</td>
<td>Street Address</td>
</tr>
<tr>
<td>City</td>
<td>City</td>
<td>City</td>
</tr>
<tr>
<td>State</td>
<td>State</td>
<td>State</td>
</tr>
<tr>
<td>Zip Code</td>
<td>Zip Code</td>
<td>Zip Code</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td>Contact Person</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Telephone Number</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>Dates of Service</td>
<td>Dates of Service</td>
<td>Dates of Service</td>
</tr>
<tr>
<td>Value or Cost of Service</td>
<td>Value or Cost of Service</td>
<td>Value or Cost of Service</td>
</tr>
<tr>
<td>Brief Description of Service Provided</td>
<td>Brief Description of Service Provided</td>
<td>Brief Description of Service Provided</td>
</tr>
</tbody>
</table>
ATTACHMENT 4

PAYEE DATA RECORD (STD 204)

http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm

Complete Information that is applicable and return with your Proposal
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.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of

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 8103) (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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

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.
A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. The firm MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total “earned” points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of either the lowest, responsive, responsible firm’s price or the highest responsive, responsible firm’s total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.
DARFUR CERTIFICATION

Darfur Contracting Act. The Firm must comply with the Darfur Contracting Act of 2008 that was passed by the California Legislature and signed into law by the Governor to preclude state agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a proposal for a contract with a state agency for goods or services (Public Contract Code section 10477(a)). Therefore, Public Contract Code section 1048 (a) requires a company that currently has, or within the previous three years has had, business activities or other operations outside of the United States to certify that is not a "scrutinized" company when it submits a bid or proposal to a state agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission from the Department of General Services (DGS), according to the criteria set forth in Public Contract Code section 10477(b).

(check one below)

☐ We do not currently have, and have, not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ 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 (DGS) to submit a bid or proposal pursuant to Public Contract Code section 01477(b). A copy of the written permission from DGS is included with our proposal.

OR

☐ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify that we are not a scrutinized company as defined in Public Contract Code section 10476.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Firm to the clause selected above. This certification is made under the laws of the State of California.

REQUEST FOR PROPOSALS CERTIFICATION

I, the undersigned, also certify that I have read and thoroughly understand the specifications, instructions and all other conditions of the Request for Proposals for Financial Advisory Services issued by the California Infrastructure and Economic Development Bank, and I am an authorized representative of the Firm as that term is defined in the RFP, and the information provided in the attached proposal is true and correct to the best of my knowledge.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Firm Authorized Representative</td>
<td>Date Signed</td>
</tr>
<tr>
<td>Printed Name and Title of Authorized Representative</td>
<td></td>
</tr>
</tbody>
</table>
1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)

   CONTRACTOR'S NAME
   (To be determined)

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: $15,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A – Scope of Work
   Exhibit B – Budget Detail and Payment Provisions
   Exhibit C* – General Terms and Conditions
   Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
   Exhibit E – Additional Provisions
   Contractor Proposal
   RFP CAEATFA08-09

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

   CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
   (To be determined)

   BY (Authorized Signature)

   PRINTED NAME AND TITLE OF PERSON SIGNING

   ADDRESS

STATE OF CALIFORNIA

   AGENCY NAME
   California Alternative Energy and Advanced Transportation Financing Authority

   BY (Authorized Signature)

   PRINTED NAME AND TITLE OF PERSON SIGNING
   Sherri Kay Wahl, Acting Deputy Executive Director

   ADDRESS
   915 Capitol Mall, Room 457, Sacramento, CA  95814

California Department of General Services Use Only

   AGREEMENT NUMBER
   CAEATFA08-09

   REGISTRATION NUMBER

EXHIBIT A
(Standard Agreement)

SCOPE OF TRUSTEE SERVICES

1. Under the general direction of the Executive Director of the CAEATFA, and the State Treasurer, who is Chair of the CAEATFA, the Contractor agrees to provide services as described below:

A. Establishing Accounts
   1. The Trustee firm will establish six to eight (6-8) accounts, maintain and hold a separate fund designated as the CEPIP Trust Account (the "Program Fund") into which Program Fund the CAEATFA will deposit such funds as determined by the CAEATFA. The moneys held in the Program Fund will at all times be the property of the CAEATFA.

B. Loans from CEPIP
   1. The Trustee firm will fund loans to borrowers (“Loan”) from the Program Fund in accordance with the requisitions submitted pursuant to paragraph 4.B.2, below.

   2. CAEATFA will submit requisitions, Request for Disbursement of Loan Proceeds (see Form A), for each Loan to the Trustee firm as draws against the Loan are needed. The requisition must contain the following information:

      a) The name and address of the person to whom the payment is due;
      b) The purpose for which such payment is to be made;
      c) The amount to be paid; and
      d) That the payment mentioned therein has been properly incurred and is a proper charge against the Loan.

      Each such requisition will be sufficient evidence to the Trustee firm of the facts stated therein and the Trustee firm shall have no duty to confirm the accuracy of such facts. Upon receipt of such requisition, signed by CAEATFA, the Trustee firm shall pay the amount set forth therein as directed by the terms thereof.

   3. For each Loan, the Trustee firm will track the draws to the maximum loan amount, disburse funds in accordance with the CAEATFA’s instructions, and compute on a monthly compounding basis interest accruing on Loan amount then outstanding in accordance with the provisions of the Loan Agreement.

   4. The Trustee firm will receive Loan repayment monies from Borrowers. Any Loan repayment monies received from Borrowers will be promptly credited to the Borrower and deposited into the Program Fund.

C. Maintenance of Accounts

   1. The moneys in the Program Fund will be invested by the contractor at the direction from time to time of the CAEATFA to the Contractor in any investment permitted by Government Code Section 16430.

   2. The moneys in the Program Account held by the Trustee firm will be invested by the Trustee firm at the direction from time to time of the CAEATFA in any investment permitted by Government Code Section 16430.
EXHIBIT A
(Standard Agreement)

3. The moneys deposited in the Program Account held by the Trustee firm will be the property of CAEATFA, but held for the benefit of the CEPIP.

4. CAEATFA may provide written direction to the Trustee firm to remit any monies in the Program Fund to the CAEATFA.

5. At such time as the CAEATFA in its discretion determines to terminate its role in CEPIP or otherwise to cease making deposits to the Program Fund, any money remaining in the Program Fund shall be returned to CAEATFA or CEPIP at CAEATFA’s written direction.

D. Reporting and Other Requirements

1. The Trustee firm will provide monthly reports to the CAEATFA of the balance and activities of each such Borrower account.

2. All Loans will have interest rates that compound monthly. The Trustee firm will calculate interest for each Loan in accordance with the terms of the related Loan Agreement and provide monthly account statements to the CAEATFA and the CEC.

3. The Trustee firm will send Borrower Loan balance and interest accrual information to CAEATFA and to each Borrower and the CEC on a monthly basis.

4. The Trustee firm will prepare a monthly report to the CAEATFA that will include at least the following items, and additional information as reasonably requested by the CAEATFA in writing at least 30 days prior to the end of any calendar quarter:
   a) An accounting of the Program Fund and each Borrower account as of the end of the quarter;
   b) A listing of all Loans by Borrower name and Loan amount funded from the Program Fund in the prior quarter;
   c) An accounting of all credited accrued interest on the Program Fund.

5. The Trustee firm will perform such other duties or activities related to the specific duties listed above and as may be specifically requested in writing by the CAEATFA in connection with the Program, including acting on CAEATFA’s behalf in contacts with Borrowers.
EXHIBIT A  
(Standard Agreement)

2. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

| Name: Sherri Kay Wahl, Acting Deputy Executive Director | Name: |
| Address: 915 Capitol Mall, Sacramento, California 95814 | Address: |
| Phone: (916) 653-2511 | Phone: |
| Fax: (916) 657-4821 | Fax: |
| Email: jmfarland@treasurer.ca.gov | Email: |

Direct all inquiries to:

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

| Section/Unit: CAEATFA | Section/Unit: |
| Attention: Dona Yee | Attention: |
| Address: 915 Capitol Mall, Room 457, Sacramento, California 95814 | Address: |
| Phone: (916) 653-6217 | Phone: |
| Fax: (916) 657-4821 | Fax: |
| Email: dyee@treasurer.ca.gov | Email: |
REQUEST FOR DISBURSEMENT OF LOAN PROCEEDS

Date

Trustee Addressee

RE: Request for Disbursement of Loan Proceeds on behalf of CEPIP Participant ("Borrower")

Contact Name, Contact Title requests the following disbursement of proceeds from the Trustee as allowed by the Loan Documents:

1) The name and address of the entity to whom the payment is due.
2) The purpose(s) for which such payment is to be made.
3) The amount to be paid.
4) The date that the funds are needed.
5) Every capitalized term has the meaning defined in the Loan Agreement.

CAEATFA APPROVAL:

CAEATFA Name

By: ________________________________
EXHIBIT B
(Standard Agreement)

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, in consideration of the services described in Exhibit A, Scope of Trustee Services, the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) agrees to pay the Contractor based on the following schedule:

   Payment will be semi-annually upon receipt of an itemized billing, and upon determination by the CAEATFA that services received were satisfactory. Itemized billings must include the following where applicable:
   ♦ Borrower Account (6-8) Set-up Fee
   ♦ CAEATFA Program Account Set-up Fee
   ♦ Draw Fees
   ♦ Annual Administrative Fee
   ♦ Expenses

   B. Total services and expenses rendered under this agreement may not exceed $15,000.00.

   C. Invoices shall be provided to CAEATFA **semi-annually** and shall include Agreement Number CAEATFA08-09, the specific date (month, day and year) covered by the invoice, send to:

   Sherri Kay Wahl, Acting Deputy Executive Director  
   California Alternative Energy and Advanced  
   Transportation Financing Authority  
   915 Capitol Mall, Room 457  
   Sacramento, CA 95814

   D. The maximum amount of compensation to Contractor under this Agreement shall not exceed **$15,000.00, including any applicable sales tax**, for the two-year period with a one-year option to renew for a total of three years.

2. **Budget Contingency Clause**

   A. 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.

   B. 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.

3. **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.
SAMPLE BILLING

(Contractor Firm’s Letterhead)

The California Alternative Energy and Advanced Transportation Financing Authority
Attn: Sherri Kay Wahl, Acting Deputy Executive Director
915 Capitol Mall, Room 457
Sacramento, CA 95814

Agreement No: CAEATFA08-09

Project No. and Description:
Fees and expenses for Trustee services in connection with the CEPIP Program.

<table>
<thead>
<tr>
<th>Name of Transaction provided</th>
<th>Amount/per transaction @ $.00</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower Account Set-up Fee (6-8)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>CAEATFA Account Set-up Fee</td>
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<tr>
<td>Draw Fees.</td>
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<tr>
<td>Annual Fee</td>
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<tr>
<td>Expenses</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
(Standard Agreement)

GTC 610

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: 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 the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
EXHIBIT C
(Standard Agreement)

disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
   a. The Government Code Chapter on Antitrust claims contains the following definitions:
      1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
      2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
   b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
   c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
EXHIBIT C  
(Standard Agreement)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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. (PCC 10344(e)).
SPECIAL TERMS AND CONDITIONS

1. **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.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) identified in Paragraph 2 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation.

4. **No Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CAEATFA shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CAEATFA and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CAEATFA 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 obligation of CAEATFA to make payments to the Contractor. As a result, the CAEATFA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
EXHIBIT D
(Standard Agreement)

6. **Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. **Waivers**

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. **Incorporation of Amendments to Applicable Laws**

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. **Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the operations of CAEATFA which are designated confidential by CAEATFA and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. **Attorney’s Fees and Costs**

In the event of any litigation between the parties to enforce or interpret the provisions of this Agreement, the non-prevailing party shall, unless both parties agree to the contrary, pay the expenses arising from such litigation, including reasonable attorney’s fees, allocated costs for services of in-house counsel, and court costs, of the prevailing party. These expenses shall be in addition to any other relief to which the prevailing party may be entitled.

11. **Titles/Section Headings**

Titles and headings are not part of this Agreement; instead they are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

12. **Choice of Law**

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.
EXHIBIT D
(Standard Agreement)

13. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and CAEATFA have designated in Paragraph 2 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or if mailed, three (3) days after the date of mailing, unless by express mail, telecopy or telegraph, then upon the date of confirmed receipt, to the representatives named in Paragraph 2 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

14. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

15. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Contractor’s address listed in Paragraph 2 of Exhibit A and shall be available for inspection and copying by CAEATFA and its representatives at any time.

16. Additional Documents

Contractor and CAEATFA agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

17. Disabled Veteran Business Participation

The DVBE participation requirement has been waived in its entirety.

18. Key Personnel

a. A resume for each member of Contractor’s staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement. These members of Contractor’s staff shall be hereafter referred to (both individually and collectively) as “Key Personnel.”

b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of CAEATFA and an amendment to this Agreement.

c. This Agreement may be terminated immediately, in the sole discretion of CAEATFA and upon written notice from CAEATFA to Contractor, because of any change in or departure of any of the Key Personnel.
EXHIBIT D
(Standard Agreement)

19. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify CAEATFA in writing: (i) if any of Contractor’s representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor’s staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation the Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor’s business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit to evaluate the changes within Contractor’s staff or organization under the same criteria as was used by CAEATFA in its award of this Agreement to Contractor. Contractor agrees to provide CAEATFA with such additional information as requested by CAEATFA.

20. Insurance Requirements

Contractor warrants that it carries adequate liability, worker’s compensation and other necessary insurance and shall maintain such insurance at levels acceptable to CAEATFA in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to CAEATFA upon request.

21. Subcontractors

a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CAEATFA. The subcontractor must be mutually agreed upon in advance by both parties.

b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

22. Notice of Proceedings

Contractor shall promptly notify CAEATFA in writing of any investigation, examination or other proceeding involving Contractor or any Key Personnel commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor’s business.

23. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

24. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and CAEATFA contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

25. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by CAEATFA.
26. **Services or Procurement Resulting from Agreement**

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

27. **Agreement Does Not Violate Law**

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

a. Violate any provision of the charter documents of Contractor;

b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or

c. Violate, or be in conflict with, or constitute a default under, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

28. **Power and Authority**

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

29. **Signature Authorization**

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

30. **Entire Agreement; Order of Precedence**

a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.

b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including attachments; (iii) the RFP; (iv) Contractor’s response to the RFP; and (v) any other provisions, terms, or materials incorporated herein.

31. **Termination at Option of CAEATFA**

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 calendar days’ written notice by CAEATFA, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event CAEATFA
32. **Termination for Insolvency**

Contractor shall notify CAEATFA immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if CAEATFA determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement. CAEATFA may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. **Convenience**

If after notice of termination for failure to fulfill contract obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of CAEATFA.

34. **Completion**

In the event of termination for default, CAEATFA reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to CAEATFA for any additional cost incurred by CAEATFA to complete the work whether reimbursed or not.

35. **Effect of Termination**

All duties and obligations of CAEATFA and Contractor shall cease upon termination of this Agreement, except that:

a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and

b. Contractor shall provide for the return of all records of CAEATFA to CAEATFA or its designee and shall cooperate fully to effect an orderly transfer of services.

36. **Termination for Expatriation**

Contractor shall notify CAEATFA immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, CAEATFA may terminate this Agreement and all further rights and obligations immediately by giving five days notice in writing in the manner specified herein.

37. **Compliance With Political Reform Act**

CONTRACTOR acknowledges that CAEATFA is subject to the provisions of the Political Reform Act (Government Code Sections 81000, et seq., and all regulations adopted thereunder, including, but not limited to, California Code of Regulations Sections 18700, et. Seq.) and CONTRACTOR shall comply promptly with any requirement thereunder. If required by law, CONTRACTOR shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State.
Treasurer, including CAEATFA (California Code of Regulations, Title 2, Division 2, Chapter 4, Section 1897). All such reports shall be filed simultaneously with CAEATFA.

38. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).