



## CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 94209  
p (916) 654-5610  
f (916) 589-2805  
cpcfca@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfca

### MEMBERS

FIONA MA, CPA, CHAIR  
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## REQUEST FOR PROPOSALS

**No. CPCFA03-21**

### **Trustee Services for the CPCFA Financing Programs Notice to Prospective Proposers**

**September 28, 2021**

You are invited to review and respond to this Request for Proposal (“RFP”), entitled **Trustee Services, No. CPCFA03-21 for California Pollution Control Financing Authority’s (“CPCFA”) Financing Programs**.

The California Pollution Control Financing Authority (CPCFA) is requesting proposals for a firm with extensive experience to provide trustee services to CPCFA’s financing programs. In submitting your proposal, you must comply with these instructions.

Proposals for these services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into with the State of California (“State”) will include by reference the General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. The General Terms and Conditions and all Exhibits that are a part of the Sample Standard Agreement are not negotiable. By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP.

In the opinion of CPCFA, 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:

**Nicholas Montalvo**  
**California Pollution Control Financing Authority**  
**801 Capitol Mall, 2<sup>nd</sup> Floor**  
**Sacramento, CA 95814**  
**(916) 653-6217**  
[nicholas.montalvo@treasurer.ca.gov](mailto:nicholas.montalvo@treasurer.ca.gov)

Questions regarding this RFP must be submitted in writing no later than October 6, 2021 at 5:00 PM PT. Answers to the questions will be posted on October 8, 2021 on the Cal eProcure website and the CPCFA website.

Please note that *verbal* information given will not be binding upon the State unless that information is issued in writing as an official addendum to this RFP.

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\* *If Applicable*

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## **A. PURPOSE AND DESCRIPTION OF SERVICE**

### **1. Introduction**

The California Pollution Control Financing Authority (“CPCFA”) is seeking proposals from qualified firms to serve as the trustee (“Trustee”) to provide services in connection with the California Capital Access Loan Program (“CalCAP”) that includes CalCAP for Small Business, CalCAP/Collateral Support Program (“CalCAP/CSP”), CalCAP/California Air Resources Board Heavy-Duty Vehicle Air Quality Loan Program (“CalCAP/CARB”), CalCAP/Electric Vehicle Charging Station Financing Program (“CalCAP/EVCS”), CalCAP/Americans with Disabilities Act Financing Program (“CalCAP/ADA”), CalCAP/Seismic Safety Financing Program (“CalCAP/Seismic Safety”), and other alternative financing programs being implemented or planned by CPCFA.

CalCAP requires two types of accounts to be held and administered by the Trustee: 1) Program Accounts and 2) Loss Reserve Accounts held on behalf of each Participating Financial Institution (“Lender”), into which a percentage of each qualified loan is required to be deposited from a Program Account and as “pooled” loans are enrolled. Each loan has a five-year limit on the term of loss coverage. Should a borrower default on a qualified loan, the Lender may make a claim to CPCFA for reimbursement of its loss from its Loss Reserve Account. The full amount of the Lender’s Loss Reserve Account may be utilized to reimburse loan losses. Each Loss Reserve Account is lender-specific or account-specific so the underwriting terms of one financial institution is prohibited from affecting another Lender’s Loss Reserve Account.

The proposer’s knowledge and experience of account administration, establishment and investment of account funds, and reporting methods will be considered. At a minimum, the Trustee firm selected (1) would be required to be responsible for performing duties in association with CalCAP for Small Business, CalCAP/CSP, CalCAP/CARB, CALCAP/EVCS, CalCAP/ADA, and CalCAP/Seismic Safety; (2) would be required to include the establishment, monitoring and maintenance of various accounts of uncommitted CPCFA funds, Federal funds, Independent Contributor program funds and Lender Loss Reserve Accounts by investing funds, transferring funds, wiring funds, receiving funds; and (3) would be required to perform data tracking, transmit account balance information, and prepare cumulative monthly and annual Trustee reports of Lender and Independent Contributor Loss Reserve Accounts and activities.

The Trustee firm selected also would be required to perform routine maintenance of accounts on a monthly and/or annual basis, such as automatic, monthly interest sweeps of specific accounts to their specific program accounts. CPCFA also has a recapture feature of its contributions for non-defaulted loans to support new loans. Once a loan matures or sixty (60) months after the loan is enrolled, whichever comes first, the CalCAP contributions for that specific loan

are required to be recaptured and deposited back into the specific program account annually.

The selection of the Trustee firm will be based not only on the proposed fees, but also on assurances that the firm is able to provide a reasonable level of competent and responsive service to CPCFA in all subject areas described in the Scope of Services, Section A.3., and meet the Minimum Qualifications for proposers as outlined in Section B. The Trustee 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 that demonstrate the firm's ability to provide these services. Failure to provide all requested information, or deviation from the required format, may result in disqualification. CPCFA reserves the right to reject any or all proposals.

CPCFA anticipates entering into a three-year agreement with an amount not to exceed \$1,275,000.00 for the entire term. At CPCFA's discretion, the contract may be extended for one additional year and for an additional amount not to exceed \$425,000.00.

Attached, as Exhibit A, is a proposed sample contract that would be the result of this Request for Proposal ("RFP"). It includes the STD 213 Standard Agreement and other standard agreement provisions to which the Trustee firm would be required to be bound.

## **2. Background and Overview of CPCFA**

CPCFA was established by Chapter 1257 Statutes of 1972 to provide California businesses with a reasonable method of financing pollution control facilities and to foster compliance with government imposed environmental standards and requirements. Over the last 49 years, CPCFA has evolved to meet California's needs not only for the solid waste industries through its Pollution Control Tax-Exempt Bond Financing Program ("Bond Program"), but also for small businesses through CalCAP, and the reuse and redevelopment of brownfields through the California Recycle Underutilized Sites Program ("CALReUSE").

The enabling legislation is contained in the California Pollution Control Financing Authority Act (the "Act") (Division 27 (commencing with Section 44500) of the Health and Safety Code).

The CPCFA Board consists of the State Treasurer ("Chair"), the State Controller, and the Director of the Department of Finance. It operates on a budget generated by fees from borrowers participating in the Bond Program and from fees and other revenues from its alternative financing programs.

CPCFA provides California businesses and communities access to capital and low-cost financing through the following programs:

- Through its Bond Program, CPCFA provides low-cost tax-exempt financing to California businesses for qualified tax-exempt pollution control projects and taxable financing for other pollution control projects.
- Through CalCAP (Federal and State funding programs), CalCAP/CSP, CalCAP/ADA, CalCAP/Seismic Safety, CalCAP/CARB, and the CalCAP/EVCS Independent Contributors program, CPCFA provides California small businesses access to capital.
- Through CALReUSE, CPCFA provides loans and grants for brownfield environmental assessment and remediation.

Due to the success of these programs, CPCFA is continually in active discussions to develop and implement new financing programs on behalf of other state agencies.

### **CalCAP Programs**

The Act permits CPCFA to develop and administer alternative financing incentive programs to encourage lenders and investors to direct private capital to California businesses. CPCFA created CalCAP in 1994 following legislation permitting small business lending programs (Chapter 1164, Statutes of 1993). Through a variety of different financing program structures, including CalCAP, CPCFA can administer financing incentives to encourage banks and other financial institutions to make loans and provide private capital to small businesses that have difficulty obtaining financing. CalCAP is designed to mitigate the perceived risk that Lenders identify with these types of loans

To that end, CalCAP for Small Businesses assists small businesses in obtaining loans through Lenders. CalCAP is a loan loss reserve program that can provide up to 100% coverage on certain loan defaults. Each Lender is entirely liable for its loan losses; however, those losses can be reimbursed from each Lender's Loan Loss Reserve Account. The Loan Loss Reserve Accounts are built through contributions made by the borrower, Lender, and/or CPCFA.

CPCFA's small business programs are governed by specific program regulations that define program related terms; determine the eligibility of Lenders, small business borrowers and projects funded by the loans; and require particular information on loan enrollments, claim applications and numerous other items. The CalCAP regulations set limits on loan amount and contribution amounts, as well as set forth timelines for both Lenders and CPCFA. Rules concerning the Independent Contributor Program are also found within the CalCAP regulations; this allows for small business lending programs funded by other agencies to

reach specific groups of borrowers or support lending for specific projects. [[Capital Access Loan Program for Small Businesses](#) 4 CCR §8070-8079 and [Designation and Disclosure of Confidential Information](#) 4 CCR §8080-8083 (2018)] or [California Code of Regulations (CCR), Title 4, §8070 et seq.]

Prior to 2010, CalCAP was entirely funded with \$38.3 million transferred from CPCFA's Small Business Assistance Fund ("SBAF"), which contained fees collected from large companies financed through the Bond Program. In October 2010, the Legislature appropriated \$6 million from the State's General Fund to supplement CPCFA's funding. In 2011, CalCAP expanded rapidly when it received an allocation of federal funds from the State Small Business Credit Initiative ("SSBCI") administered by the U.S. Department of the Treasury, made available by the Small Business Jobs Act of 2010. CPCFA was awarded half of the total \$168 million allocation to the State of California. These federal funds enabled CPCFA to expand the CalCAP for Small Business to increase lending assistance for California small-business owners. Of CPCFA's share of the SSBCI allocation, the U.S. Department of the Treasury mandated that \$20 million be allocated to the continued administration of CalCAP for Small Business, and these moneys became the primary source of CPCFA's contributions to Lenders' loan loss reserves. Over the next eight years, CPCFA also used State General Fund moneys as supplemental assistance for loan enrollments that were located in a severely affected community ("SAC") and for the regular contributions for loans that were not eligible under the stricter SSBCI requirements. With the federal funds fully exhausted in the first quarter of 2018, State General Fund moneys again became the main source of funds for contributions until they were depleted. Following that, the annual recapture of contributions (effective August 2017) for matured loans previously enrolled in CalCAP for Small Business became the primary source for the State's contributions.

In 2013, the remaining SSBCI funds – \$65 million – was sub-allocated by the U.S. Department of the Treasury for the creation of CalCAP/CSP, designed specifically to provide a cash deposit to Lenders for individual enrolled loans enrolled, where the borrower lacks sufficient collateral. As the principal outstanding balance of each loan is successfully reduced, CPCFA recaptures a portion of the cash deposit on an annual basis to support the enrollment of new CalCAP/CSP loans.

In addition to the SSBCI and state-funded small business lending programs, the CalCAP statutes empower CPCFA to administer Loan Loss Reserve programs on behalf of other parties – including government and private entities – through the CalCAP Independent Contributor Program. That program permits the independent contributor to tailor certain program standards, such as borrower eligibility criteria and specified contribution rates. Currently, CPCFA administers Independent Contributor Programs on behalf of the California Air Resources Board ("CARB") and the "California Energy Commission ("CEC"). The CalCAP/CARB assists owners and operators of small fleets of heavy-duty diesel



trucks in achieving early compliance with CARB's statewide Truck and Bus Regulation, which is designed to reduce diesel particulate matter emissions. As an Independent Contributor to the CalCAP/CARB, CARB has disbursed \$190.3 million to CPCFA through the end of Fiscal Year 2020/2021 to fund contributions for Lenders specializing in lending to small fleets.

Chapter 787 of the Statutes of 2015 provided CPCFA a one-time \$10 million appropriation to create the California Capital Access Americans with Disabilities Act Financing Program ("CalCAP/ADA"). Under this statute, CPCFA is authorized to develop and implement a new credit enhancement program based on CalCAP's Loan Loss Reserve model, specifically for private lending supporting physical alterations, retrofits, signage and other improvements to small business facilities to increase access and comply with the federal Americans with Disabilities Act. The statute directs CPCFA to establish a sustainable program and describes a program feature that recaptures unclaimed funding relating to matured loans to be used to support future loans beyond the \$10 million initially appropriated.

CalCAP/EVCS's goal is to expand the number of electric vehicle charging stations installed by small businesses in California. Loans enrolled in CalCAP/EVCS can be used for the design, development, purchase, and installation of electric vehicle charging stations at small business locations in California. Funded by the CEC, CalCAP/EVCS program may provide up to 100% coverage to Lenders on certain loan defaults. Borrowers may be eligible to receive a rebate of 10%-15% of the enrolled loan amount.

Chapter 32 of the Statutes of 2016, appropriated \$10 million to CPCFA's CalCAP/Seismic Safety. The purpose of CalCAP/Seismic Safety is to provide incentives for private financing for California small businesses and residential property owners, including multiunit dwellings and registered mobile homes, to finance the costs of seismically retrofitting existing buildings and homes. Proceeds from loans enrolled in CalCAP/Seismic Safety may be used for seismic retrofit construction alterations performed on or after January 1, 2017, of a qualified building or its components to substantially mitigate seismic damage. Seismic retrofit construction includes, but is not limited to, bracing cripple walls, bracing hot water heaters, and installing automatic gas shutoff valves.

**Information on how CPCFA's lending programs work can be found on the CPCFA website at <https://www.treasurer.ca.gov/cpcfa/calcap/index.asp>**

### **3. Scope of Services**

Under the general direction of the Executive Director of CPCFA, the Trustee firm agrees to provide services as described below:

a. Establishing CPCFA Program Accounts

- i. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Program Fund (“Program Fund”). Upon the establishment of the Program Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.
- ii. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access State Fund (“State Fund”). Upon the establishment of the State Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the State Fund at all times would be required to be the property of CPCFA.
- iii. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Federal Fund (“Federal Fund”). Upon the establishment of the Federal Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Federal Fund at all times would be required to be the property of CPCFA.
- iv. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Collateral Support Program Fund (“CalCAP/CSP Fund”). Upon the establishment of the CalCAP/CSP account, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the CalCAP/CSP account at all times would be required to be the property of CPCFA.
- v. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Americans with Disabilities Act Financing Program Fund (“CalCAP/ADA Fund”). Upon the establishment of the Program Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.
- vi. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Seismic Safety Program Fund (“CalCAP/Seismic Safety Fund”). Upon the establishment of the Program Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.
- vii. The Trustee firm would be required to further establish sub-accounts within the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, and CalCAP/Seismic Safety Fund to be named,

respectively, the "Program Cost Account," "State Cost Account," "Federal Cost Account," "CalCAP/CSP Cost Account," "CalCAP/ADA Cost Account," "CalCAP/Seismic Safety Cost Account," and CPCFA would initially fund these accounts from the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, or CalCAP/Seismic Safety Fund in amounts as determined by CPCFA. CPCFA would make further deposits to either sub-account from time to time as accrued interest sweeps.

- viii. The Trustee firm would be required to further establish additional sub-accounts within the Program Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, and CalCAP/Seismic Safety Fund to be named, respectively, the "CalCAP Program Recapture Account," "CalCAP/CSP Recapture Account," "CalCAP/ADA Recapture Account," and "CalCAP/Seismic Safety Recapture Account." CPCFA would make further deposits to either sub-account from time to time.
- ix. At the direction of CPCFA, interest from each Lender, Lender-held, and Trustee-held accounts would be required to be deposited in the respective Cost Account. CPCFA would request moneys from that account periodically.
- x. The Trustee firm would be authorized and directed by CPCFA to use moneys in the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund accounts, and future accounts (**Sample Form A**). The Trustee firm would verify by telephone or email any further instructions needed.
- xi. Accounts would be required to be interest-bearing demand accounts unless the Trustee is directed to place moneys in another type of account by CPCFA. The moneys in the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund, and future accounts would be required to be held solely for the benefit of CPCFA. These accounts would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA.
- xii. At such time as CPCFA, in its discretion, determines to terminate its role in the CalCAP or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee Firm Agreement, any moneys remaining in the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund, or future accounts would be required to be returned to CPCFA upon its written direction.
- xiii. The Trustee firm would be required to establish, maintain and hold a separate fund and related accounts for any additional designated fund in the future upon instruction from CPCFA.

b. Establishing Independent Contributor Accounts and Other Program Accounts

The Trustee firm would be required to further establish Independent Contributor accounts and other financing program accounts as directed by CPCFA. The Borrower, Lender, and CPCFA, in some instances, are eligible to have the fees paid by an Independent Contributor. CPCFA currently utilizes two Independent Contributors, and is currently in negotiations to establish additional program accounts.

- i. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Heavy-Duty Vehicle Air Quality Loan Program Fund (“CalCAP/CARB Fund”). The moneys held in the CalCAP/CARB Fund at all times would be required to be the property of CPCFA.
- ii. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Electric Vehicle Charging Station Financing Program Fund (“CalCAP/EVCS Fund”). The moneys held in the CalCAP/EVCS Fund at all times would be required to be the property of CPCFA.
- iii. The Trustee firm would be required to further establish sub-accounts within the CalCAP/CARB Fund and CalCAP/EVCS Fund to be named, respectively, the “CalCAP/CARB Cost Account” and “CalCAP/EVCS Cost Account,” and CPCFA would initially fund these accounts from the CalCAP/CARB Fund and CalCAP/EVCS Fund in amounts as determined by CPCFA. CPCFA would make further deposits to either sub-account from time to time as accrued interest sweeps.
- iv. The Trustee firm would be required to further establish additional sub-accounts within the CalCAP/CARB Fund to be named, respectively, the “CalCAP/CARB Recapture Account.” CPCFA would make further deposits to these sub-accounts from time to time.
- v. The Trustee firm would be required to further establish additional sub-accounts within the CalCAP/EVCS Fund to be named, respectively, the “CalCAP/EVCS Rebate Account.” CPCFA would make further deposits to these sub-accounts from time to time.
- vi. At the direction of CPCFA, interest from each Lender, Lender-held, and Trustee-held accounts would be required to be deposited in the respective Cost Account. CPCFA would request moneys from that account periodically.
- vii. Accounts are required to be interest-bearing demand accounts unless the Trustee is directed to place moneys in another type of account by CPCFA.

The moneys in the Independent Contributor and future accounts would be held solely for the benefit of CPCFA. These accounts would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA.

- viii. At such time as CPCFA, in its discretion, determines to terminate the Independent Contributors' role and accounts or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee Firm Agreement, any moneys remaining in an Independent Contributor Account or future accounts would be required to be returned to CPCFA upon its written direction.
- ix. The Trustee firm would be required to establish, maintain and hold a separate fund and related accounts for any additional designated fund in the future upon instruction from CPCFA.
- c. Establishing Participating Financial Institutions' Loss Reserve Accounts

- i. Loss Reserve Accounts, in CPCFA's sole determination, would be required to be held by either the Lender or by the Trustee firm.

Loss Reserve Accounts are used for the following purposes:

- To receive all fees deposited by Lenders, Borrowers, and/or Independent Contributors;
  - To receive contributions deposited by CPCFA and/or Independent Contributors;
  - To pay claims in accordance with Section 8074 of Division 11 of Title 4 of the California Code of Regulations and other program rules and regulations;
  - To pay subsidies in accordance with program rules/guidelines; and
  - To collect recovered funds from previously paid claims
- ii. Established accounts held at the current Trustee firm would be required to be transferred to the new Trustee firm after a contract has been executed as part of establishing the trust. There are currently 21 Program accounts, 16 Independent Contributor Program Accounts, 80 Lender Held Loan Loss Reserve accounts, and 217 Trustee Held Loan Loss Reserve Accounts. The expectation is to enroll new Lenders and double the number within the next two (2) years. Upon written direction from CPCFA, the Trustee firm would be required to establish, maintain, and hold one or more separate accounts to be designated as the Lender's Loss Reserve (**Sample Form B-1 and Sample Form B-2**) and loan specific Loss Reserve Accounts for CalCAP/CSP (**Sample Form B-3**).

- iii. The Trustee firm would be authorized to transfer moneys from the Program Fund Account into those accounts held by Lenders upon instructions from CPCFA. The Trustee firm may verify by telephone or email any instructions received from CPCFA by fax or email.
  - iv. Accounts would be required to be an interest-bearing demand account unless the Trustee is directed to place funds in another type of account. Loss Reserve Accounts would be required to be insured by the Federal Deposit Insurance Corporation ("FDIC"), or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law and would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA. Upon the written direction of CPCFA to the Trustee, the moneys in the Loss Reserve Accounts held by the Trustee firm would be required to be invested by the Trustee firm in any investment permitted by Section 16430 of the Government Code.
  - v. The moneys in each Lender's Loss Reserve Account held by the Trustee firm would be the property of CPCFA, but held for the benefit of the Lender in whose name the account was created.
  - vi. All moneys in a Loan Loss Reserve Account are the property of CPCFA. Upon withdrawal from the Program, a Lender may have the right to receive a portion of the remaining balance in its corresponding Loan Loss Reserve Account(s) as instructed by CPCFA in accordance with program regulations.
- d. Maintenance of Funds and Accounts
- i. The Trustee firm would be required to maintain and monitor Loss Reserve Accounts that are held at the Trustee, perform various account related activities, and provide recordkeeping information on all transactions, including non-Trustee-held accounts, to CPCFA. For those Loss Reserve Accounts maintained at the Trustee firm, the Trustee firm also would be required to provide corresponding monthly statements to CPCFA and the appropriate Lenders.
  - ii. CPCFA may provide written direction to the Trustee firm to remit any moneys in the Program or sub-Accounts to CPCFA (**Sample Form C**).
  - iii. For Lender Loss Reserve Accounts, which are held at the Trustee firm, the Trustee firm would be authorized to receive fees from the Lender and deposit them into the Lender's corresponding Loss Reserve Account.
  - iv. The Trustee firm would be authorized and directed by CPCFA to distribute moneys from one of the Program Accounts to a Lender's corresponding Loss Reserve Account regardless of whether the Loss Reserve Account is

held locally or at the Trustee firm. This direction to distribute moneys from the Program Account would be required to be in writing, typically in the form of a Loan Enrollment Funding Instruction memo, signed by the CPCFA Executive Director or other designated authorized signer (**Sample Form D**).

- v. Upon written instruction from CPCFA, typically in the form of approved Claim Reimbursement Instructions (**Sample Form E-1 and Sample Form E-2**), the Trustee firm would withdraw moneys from the corresponding Lender's Loss Reserve Account (when held at the Trustee firm) and remit the moneys to the Lender by check or wire in accordance with Section 8074 of Division 11 of Title 4 of the California Code of Regulations or other program rules/guidelines.
- vi. Upon written instruction from CPCFA, in the form of Authorization of Rebate Payment (**Sample Form F-1 and Sample Form F-2**), the Trustee would withdraw moneys from the corresponding Lender's CALCAP/EVCS Loan Loss Reserve Account (when held at the Trustee firm) and remit moneys to program borrowers by check or wire in accordance with program rules/guidelines.
- vii. Upon written instruction from CPCFA, in the form of Authorization of Collateral Support Program Recapture/Review instructions (**Sample Form G**), the Trustee would withdraw moneys from the corresponding Borrower's CalCAP/CSP Loan Loss Reserve Account and deposit moneys to program Recapture Account in accordance with program rules/guidelines.
- viii. The moneys deposited in a Loss Reserve Account, whether held by the Lender or at the Trustee firm, are the property of CPCFA and held for the benefit of the Lender to which it corresponds. Upon withdrawal from the Program, a Lender has the right to receive a portion of the remaining balance in its corresponding Loss Reserve Account(s) in accordance with Program regulations.
- ix. At such time as CPCFA, in its discretion, determines to terminate its role in its financing programs or otherwise to cease making deposits to the Program Funds, any money remaining in the Program Funds and Loss Reserve Accounts would be required to be returned to CPCFA upon its written direction.
- x. The Trustee firm would meet, as needed, with CPCFA and its staff at a location to be determined by CPCFA staff.
- xi. In all respects, the Trustee firm would represent the best interests of CPCFA and the State of California in all transactions and proceedings.

e. Reporting and Other Requirements

- i. By the 10<sup>th</sup> of each month, the Trustee firm would provide all monthly bank statements to CPCFA for each account it maintains at the Trustee firm in association with the identified programs and provide a copy of the individual Lender's monthly bank statement to that Lender. These statements would be required to include the account balance and interest earned, as well as all transaction activities associated with each account during the period, and any changes related to the accounts.
- ii. Through the collection of data contained on CPCFA's various written instructions described above, the Trustee firm would provide monthly ongoing history reports by date of transaction, which includes all of the following:
  - The names of any Lenders that joined or withdrew from the Program.
  - The number of loans booked for the month.
  - The corresponding total of the CPCFA contributions for the month to each Lender.
  - The cumulative amount of total contributions made by CPCFA to each Lender.
  - The overall total loans made to date annually.
  - A summary page containing each of the aforementioned areas on a combined Lender basis (1) for the month and (2) annually.
- iii. Through the collection of data contained on the Loan Enrollment written instructions, whether they are trustee- or non-trustee-held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for loan enrollments:
  - The name of the Lender
  - The borrower's name
  - The date the loan funded
  - The date the loan shall mature or 120 months from the date the loan was funded, whichever is sooner
  - The loan number
  - The contribution amount
  - The funding source account number
- iv. Through the collection of data contained on the Claim Reimbursement written instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for claims:
  - The name of the Lender
  - The borrower's name



- The loan number
  - The date the claim was paid
  - The amount of claim paid
- v. Through the collection of data contained on the Loan Enrollment written instructions, whether they are trustee- or non-trustee-held Lenders for the CALCAP/EVCS financing program, the Trustee firm would provide the following Data Query for loan enrollments when loan terms reach the 48<sup>th</sup> month:
- The name of the Lender
  - The borrower's name
  - The date the loan funded
  - The loan number
  - The loan contribution amount
- vi. Through the collection of data contained on the Subsidy written instructions, whether they are trustee- or non-trustee-held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for subsidies paid:
- The name of the Lender
  - The borrower's name
  - The loan number
  - The date the subsidy was paid
  - The amount of subsidy paid
- vii. The Trustee would be required to provide the designated CPCFA staff with on-demand electronic viewing access to all trustee-held CPCFA Program, Independent Contributor, and Lender loss reserve accounts.
- viii. The Trustee would be required to provide additional information (CPCFA is contractually required to provide) related to CPCFA's administration of current or future programs (such as: additional reporting requirements as requested by the Federal government or Independent Contributions).
- ix. The Trustee firm would be required to perform other duties or activities as may be specifically requested in writing by CPCFA in connection with the Program, including acting as CPCFA's Trustee firm in contacts and/or assisting Lenders on establishing Loss Reserve Accounts held at the Lenders.

#### **4. Term of Agreement**

The term of the Agreement would be for a three-year period with an amount not to exceed \$1,275,000.00. At CPCFA's sole discretion, the term of the agreement

may be extended for one additional year and for an additional amount not to exceed \$425,000.00. The Proposed Rates would remain the same throughout the term of the Agreement, including the optional one-year extension if any. The term of the agreement is expected to begin January 1, 2022, pending approval by the Department of General Services (“DGS”), whichever is later. Work is prohibited from commencing until the effective date.

## B. MINIMUM QUALIFICATIONS FOR PROPOSERS

In preparing the proposal, please provide your firm’s response to the following qualifications and experience in the same order listed below in this RFP. The firm, at a minimum, must possess the following qualifications and experience:

1. A trust company, corporation, or bank having the powers of a trust company that either:
  - a. A combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority; or
  - b. 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.
2. Have internet access and email.
3. An office established in the State of California.
4. Comply with the Darfur Contracting Act.
5. Qualification to do business in the State of California

Failure to meet the minimum qualifications would require your proposal to be considered nonresponsive, and the proposal will be disqualified.

## C. PROPOSAL REQUIREMENTS AND INFORMATION

### 1. Key Action Dates

All Proposers are advised of the following schedule and would be expected to adhere to the required dates and times. **Note:** Dates may be subject to change due to administrative processing.

Date	Action
September 28, 2021	RFP available to prospective firms
October 6, 2021	Written questions must be received by CPCFA by <b>5:00 p.m. (PT)</b>

October 8, 2021	Answers to written questions will be posted on the Cal eProcure site and CPCFA site.
October 22, 2021	Proposals are due and must be received by CPCFA at 915 Capitol Mall, Room 538, Sacramento, CA 95814 or Hand Delivered to 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 by <b>4:00 p.m. (PT)</b> .
October 25-29, 2021	Evaluation and selection of firms by evaluation committee.
November 1, 2021	Post Notice of Intent to Award
January 1, 2022	Proposed Award Date (or upon DGS approval)

## 2. Content of Proposal and Format

This RFP, the evaluation of the Proposals, and the award of any resultant contract is required to be governed generally by the rules of this section and applicable State policy.

This section is intended for the firm to demonstrate its qualifications. Information provided will be used in the evaluation process as outlined on Pages 19 and 20 of this RFP. The proposals must be organized in the format shown below and contain all of the information listed.

- a. Table of Contents
- b. Executive Summary - Summarize the highlights of the proposal, address areas for the types of services required, and demonstrate understanding of the reporting and monitoring of accounts.
- c. Qualifications and Experience of the Trustee Firm:
  - Firm Qualifications and Trustee Firm Experiences - Describe the firm's qualifications and experience in providing Trustee services for other Capital Access Programs or Loan Loss Reserve Accounts, if any, and similar types of programs. Include the locations of Trustee firm offices and a discussion of any unique strengths possessed by your firm. Include the name, title, and telephone number of a contact person for the firm.

Provide a listing of other state or local governments for which the firm has acted, or is currently acting, as Trustee firm, the length of time, the nature of services provided, and a contact person with address and telephone number. Include information such as the name of the client firm, contact person, address and telephone number, and a description of the services performed.

- Personnel Experience and Qualification - Include an organizational chart showing functions, positions, and titles of professionals in the organization, including any subcontractor firm. Identify the role of each staff member who will serve in the contract, their title, and the percentage of the total firm effort that will be provided by that individual.

Complete Attachment 6 regarding the Key Personnel (include partners and associates) who will be directly involved in providing the services required by this contract. Provide a brief description of the background and experience of each individual, including years and type of experience with other Capital Access Programs or Loan Loss Reserve Accounts, if any, and similar types of programs.

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.

- d. References - Submit a list of at least three references (Clients) to which the firm has provided similar trustee services within the past five years and contact names and numbers for each.
- e. Flow Chart - Include a flow chart demonstrating the firm's understanding of establishing CPCFA Program Accounts, Independent Contributor Accounts, and Lender's Loss Reserve Accounts. Demonstrate the following:
  - Establishing a new Lender Loss Reserve Account
  - Funding from a Program Account
  - Funding from an Independent Contributor Account
  - Payment of a claim reimbursement
  - Payment of subsidy
- f. Conflicts of Interest - Firms must disclose any business relationships that may be construed to be potential conflicts of interest. CPCFA 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 CPCFA determines a conflict exists.
- g. Legal Actions - Firms must disclose, within the past 24 months, whether the firm or any of its principals have been involved in any litigation, arbitration, disciplinary, or other official actions arising from the firm's business.
- h. Investment of Public Funds - Please identify any known restrictions and/or limitations the firm may have regarding the investment of public funds. Describe the firm's knowledge of the State's requirements for investment of public funds.

i. Sample Cost Proposal - The Sample Cost Proposal must be provided in association with the establishment of Program Accounts, Loss Reserve Accounts, Independent Contributor Accounts, trust administration/annual fee, loan enrollments/claims disbursement fees, and other reimbursable expenses, if applicable. The Sample Cost Proposal should provide costs based on the following approximate criteria. The volume example below is only given for purposes of evaluating the fees portion of the proposal. Actual transaction volume under the Agreement may vary considerably depending on the demand for the Program(s). Considering the Program volume estimates below in the example, please provide the firm's fee schedule for the tasks listed below:

- The establishment of 80 new Loan Loss Reserve Accounts, in addition to the established trust and approximately 35% increase annually.
- 2500 Loan Enrollments per quarter and approximately 35% increase annually over the next three years.
- 150 charge-off claims processed quarterly.
- 35 Recapture transactions processed annually.
- 25 subsidy payments processed quarterly.
- Annual fee for trust administration; and
- Outline of other reimbursable expenses, if applicable.

The Sample Cost Proposal (Attachment 8) will be the basis for the fees portion of the evaluation and selection process. The scenario is only given for purposes of evaluating the fees portion of the proposal. Actual transaction volume under the Agreement may vary considerably depending upon the demand for the financing programs.

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

The formula below will be used for the award of cost points:

$$\text{Factor} = \text{Lowest Cost Proposer} / \text{Other Proposer's Cost}$$

$$(\text{Factor}) \times \text{Maximum Cost Points} = \text{Cost Points for Other Proposer(s)}$$

**EXAMPLE:** 30 cost points available

Lowest cost proposal = \$79,687.50

Other cost proposal = \$106,250.00

$$\$79,687.50 / \$106,250.00 = \frac{3}{4} \times 30 = 22.5 \text{ Cost Points}$$

j. Required Attachments

For the proposal to be considered responsive, all required Attachments 1 through 15 (if applicable) must be completed and included with the proposal by dates and times shown under Proposal Requirements and Information (Section C, Item 1, Key Action Dates).

**3. Submission of Proposal**

- a. Proposals should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for a proposal to be deemed nonresponsive and result in the rejection of a proposal.
- b. The proposal package should be prepared in the least expensive method.
- c. All proposals must be submitted under sealed cover and sent to CPCFA by the dates and times shown in Proposal Requirements and Information (Section C, Item 1, Key Action Dates). Proposals received after this date and time will not be considered.
- d. **A minimum of one (1) unbound original and six (6) 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 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, the firm name and address, and must be marked with "**DO NOT OPEN.**" as shown in the following example:

CPCFA Request for Proposals – "Trustee Services"

RPF No. CPCFA03-21

Firm Name

Firm Address

**DO NOT OPEN**

- g. Mail or deliver the proposals to the following address:

Mailing Address:

California Pollution Control Financing Authority  
Attn: Nicholas Montalvo

915 Capitol Mall, Room 538  
Sacramento, CA 95814  
(916) 653-6217

Or Hand Deliver to:  
California Pollution Control Financing Authority  
Attn: Nicholas Montalvo  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814  
(916) 653-6217

- h. If the proposal is made under a fictitious name or business title, the actual legal name of firm must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- i. All proposals must include the documents identified in Section F, Required Attachments Checklist. Proposals not including the proper "required attachments" will be deemed nonresponsive. A nonresponsive proposal is one that does not meet the basic proposal requirements.
- j. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may result in a proposal being deemed nonresponsive and cause a proposal to be rejected.
- k. A proposal may be rejected if it is conditional or incomplete or if it contains any alterations of the form or other irregularities of any kind. CPCFA may reject any or all proposals and may waive any immaterial deviation in a proposal. CPCFA's waiver of an immaterial deviation will in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- l. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and will not be charged to CPCFA or the State of California.
- m. An individual who is authorized to bind the proposing firm contractually is required to sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- n. A firm 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 Proposal Requirements and Information (Section C, Item 1 Key Action Dates). The submission of a new proposal must comply

with requirements of this section. Proposal modifications offered in any other manner, oral or written, will not be considered.

- o. A firm may withdraw its proposal by submitting a written withdrawal request to CPCFA, signed by the proposer or an authorized agent in accordance with above (m). A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- p. CPCFA 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.
- q. CPCFA reserves the right to reject all proposals. CPCFA is not required to award an agreement.
- r. Before submitting a response to this solicitation, firms should review, correct all errors, and confirm compliance with the RFP requirements.
- s. Where applicable, the firm should carefully examine work sites and specifications. Additions or increases to the agreement amount will not be made due to a lack of careful examination of work sites and specifications.
- t. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
- u. **CPCFA will not accept alternate contract language from the firm. A proposal with alternate language will be considered a counter proposal and will be rejected. The General Terms and Conditions (“GTC”) are not negotiable and can be found at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.**
- v. An oral understanding or agreement will not be binding on either party.
- w. Conflict of Interest: the bidder/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, CPCFA must be contacted immediately for clarification [See Attachment 5, Contractor’s Certification Clauses (CCC-04/2017)].

#### 4. Evaluation Process

- a. All proposals will be reviewed by an evaluation committee. At the time of proposal opening, each proposal will be checked for the presence or absence of the required information in conformance with the submission requirements



of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification.

- b. Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c. Award, if made, will be to the highest scored, responsible proposal.
- d. Proposals that meet the Minimum Qualifications (Section B) and the Proposals Requirements (Section C) will be evaluated and scored according to the criteria indicated below. A minimum of 75 points must be achieved to be considered responsive (a responsive proposal is one that meets or exceeds the requirements stated in this RFP). The selection will be made by an evaluation committee on the basis of the following weighted factors. Maximum points available for each criterion are noted.

<b>Rating/Scoring Criteria</b>	<b>Maximum Possible Points</b>
1. <u>Qualifications and Experience of the Trustee Firm</u> : CPCFA will evaluate the firm's overall experience demonstrating its ability to successfully complete the Scope of Services as described in Section A, including Trustee depository experience.	20 Points
2. <u>Qualifications of Key Personnel</u> : CPCFA will evaluate the individuals to be assigned to the contract on the basis of background and experience in related work including experience with other trustee programs and similar type of programs.	20 Points
3. <u>Flow Chart</u> : CPCFA will evaluate the firm's understanding of the CPCFA Program Funds, Independent Contributor Transactions, and Loss Reserve Accounts setup of a Lender, and the relationship of the Trustee firm's role in CPCFA's financing programs. CPCFA will review and evaluate the Model Flowchart submitted by the firm, illustrating the establishment of a new Lender Loss Reserve Account, funding from a Program Account, funding from an Independent Contributor Account, and payment of a claim reimbursement or subsidy.	15 Points
4. <u>Trustee Firm's Reporting Requirements</u> : CPCFA will evaluate the Trustee firm's ability to demonstrate it can	15 Points

provide the above-described reporting and monitoring activities of the accounts.	
5. <u>Fees</u> : CPCFA will evaluate the actual fees proposed, including the cost detail.	30 Points
<b>Maximum Total Possible Points</b>	<b>100 Points</b>

**5. Award and Protest**

- a. Notice of the proposed award will be posted in a public place in the office of the Treasurer, 915 Capitol Mall, 1st Floor, Sacramento, CA 95814, and on the following Internet site: <http://www.treasurer.ca.gov/cpcfai/index.asp> for five (5) working days prior to awarding the agreement.
- b. If any proposer, prior to the award of agreement, files a protest with CPCFA and DGS, 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 CPCFA correctly applied the evaluation standard in the RFP, or if CPCFA followed the evaluation and scoring methods in the RFP, the agreement will not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting proposer will be required to file with DGS, Office of Legal Services, and CPCFA a detailed statement specifying the grounds for the protest.

**6. Disposition of Proposals**

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of CPCFA and the State of California, and will be regarded as public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and subject to review by the public.
- b. Proposal packages may be returned only at the firm's expense, unless that expense is waived by CPCFA.

**7. Agreement Execution and Performance**

- a. Performance will start on the express date set by CPCFA and the selected firm after all approvals have been obtained and the agreement is fully executed. Should the firm fail to commence work at the agreed upon time, CPCFA, upon five (5) days written notice to the firm, reserves the right to

terminate the agreement. In addition, the firm will be liable to CPCFA for the difference between the firm's proposal price and the actual cost of performing work by another contractor.

- b. All performance under the agreement will be completed on or before the termination date of the agreement.

## **D. PREFERENCE AND INCENTIVE PROGRAMS**

### **1. Small Business or Microbusiness Preference**

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 its 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 information can be found at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

### **2. Non-Small Business Preference**

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 will 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.

Questions regarding the non-small business bid preference should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940, or information can be found at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

### 3. Target Area Contract Preference Act ("TACPA")

Target Area Contract Preference Act ("TACPA") - <https://tacpa.dgs.ca.gov/Home/About> (If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual will supersede.)

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

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

Proposers wishing to take advantage of the TACPA preference are required to submit the following applications/forms:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526)

### 4. Disabled Veteran Business Enterprise (DVBE)

**This solicitation DOES NOT include a minimum DVBE participation requirement. DVBE participation is not required in the bid or proposal. However, DVBE incentive will be applied as provided in Attachment 14.**

DVBE INCENTIVE: CPCFA will apply a DVBE incentive for responsive bids or proposals from responsible bidders that propose DVBE. The DVBE incentive will

vary in relation to the percentage of confirmed DVBE participation [up to five percent (5%)].

## **E. REQUIRED ATTACHMENTS**

### **1. Required Attachments Check List (*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 under Proposal Requirements and Information (Section C, Item 1, Key Action Dates).

**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECKLIST**

A complete proposal will contain 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 also be returned with your proposal package.

**REQUIRED ATTACHMENTS**

<u>Attachment</u>		<u>Attachment Name/Description</u>
Attachment	1	Required Attachment Check List
Attachment	2	Proposal/Proposer Certification Sheet
Attachment	3	Proposer References
Attachment	4	Payee Data Record (STD 204)
Attachment	5	Contractor Certification Clauses (CCC 04/2017)
Attachment	6	Key Personnel & Experience
Attachment	7	Minimum Qualifications Certification
Attachment	8	Sample Cost Proposal Worksheet
Attachment	9	Darfur Contract Act
Attachment	10	California Civil Rights Laws Certification
Attachment	11	Iran Contracting Act Certification
Attachment	12	Small Business or Microbusiness Preferences*
Attachment	13	Non-Small Business Preferences*
Attachment	14	Target Area Contract Preference Act (“TACPA”)*
Attachment	15	California Disabled Veteran Business Enterprise (DVBE) Participation Goal Program Instructions*
Attachment	16	Bidder Declaration (GSPS-05-106)

\*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 with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return 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 Request for Proposals. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet May be Cause for Rejection**

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

**Completion Instructions for Proposal/Proposer Certification Sheet**

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

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in that 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.
<b>5</b>	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.
<b>6</b>	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.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	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.
<b>9</b>	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.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.



**ATTACHMENT 3**

**PROPOSER REFERENCES**

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

List below three references for services performed within the last five (5) years, that are similar to the scope of work to be performed in this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

**ATTACHMENT 4**

**PAYEE DATA RECORD – STD 204**

Payee Data Record form can be found at the below link as well.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

**ATTACHMENT 5**

**CONTRACTOR CERTIFICATION CLAUSES (CCC-04/2017)**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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 shall:

- 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, that 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 shall comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEAT-FREE 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 Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from what the officer or employee receives compensation or has a financial interest and that 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 the employee left state employment, no former state officer or employee may enter into a contract in which they 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 the employee left state employment, no former state officer or employee may enter into a contract with any state agency if they were 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 their 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 shall 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 shall 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 shall determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 6**

**KEY PERSONNEL & EXPERIENCE**

Identify key personnel (include partners, associates, etc.) who will be directly involved in providing the services. Please attach resumes for each identified key personnel.

Name of Company:	
Name:	Percent of Effort:
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Company?
Experience:	

Name of Company:	
Name:	Percent of Effort:
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Company?
Experience:	

Include additional pages as needed

**ATTACHMENT 7**

**MINIMUM QUALIFICATIONS CERTIFICATION**

The firm certifies that it fulfills the minimum qualification outlined in Section B of Request for Proposals No. CPCFA03-21. By signing this certification, the firm also agrees to notify the California Pollution Control Financing Authority ("CPCFA") immediately upon its failure to continue to meet the minimum qualifications, if selected as contractor for CPCFA.

On behalf of \_\_\_\_\_, I certify that said firm  
(Firm Name)

complies with the Minimum Qualifications set forth in Section B of the RFP.

\_\_\_\_\_  
(Authorized Signature of Firm)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**ATTACHMENT 8**

**SAMPLE COST PROPOSAL WORKSHEET**

Please provide quotes for the following fees associated with the CalCAP. Assume that these fees are for the establishment of a Loss Reserve Account with one Participating Financial Institution. If a fee is not applicable, please enter "NA" to assure the Authority that it was not overlooked.

<u>Services Provided</u>	<u>Rate per transaction (if applicable)</u>	<u>Total Quarterly Fees</u>
CPCFA Trust Administration Fee (new accounts, wire transfers, statements, monthly reports, and etc.)	\$ --	\$ --
<b>Quarterly Out-of-Pocket Expenses – including, but not limited to, reproduction, stationary, postage, telephone, and retention of records, Federal Express and outside messenger services, travel/or attend special meetings</b>	\$ --	\$ --
Special Data Requests/per hour	\$ --	\$ --
Establish 80 Initial Loan Loss Reserve Accounts, in addition to the established trust and approximately 35% increase annually.	\$ --	\$ --
Process approximately 2500 Qualified Loan Enrollments quarterly	\$ --	\$ --
Process 75 Charge-off Claims quarterly	\$ --	\$ --
Process 25 Subsidy payments quarterly	\$ --	\$ --
Other Fees (Describe below)	\$ --	\$ --
<b>Quarterly Total</b>	<b>\$ --</b>	<b>\$ --</b>

The proposed rates identified above shall remain the same throughout the term of the Agreement including the optional one-year extension, if any.

Travel cost will paid based on the rates of the California Department of Human Resources ("CalHR") for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CPCFA.

Be aware that CPCFA's budgeted amount for the three-year contract term is no more than \$1,275,000.

**ATTACHMENT 9**

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

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

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials 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 10477(b). A copy of the  
written permission from DGS is included with our bid or proposal.

**OR**

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

**CERTIFICATION for # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

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

**ATTACHMENT 10**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 11**

**IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code sections 2202-2208)

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

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

**OPTION #1 - CERTIFICATION**

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

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

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**ATTACHMENTS 12, 13 and 14**

**PREFERENCE PROGRAMS (IF APPLICABLE)**

Attach proof in claiming Small Business or Microbusiness Preference, Non-Small Business Preference, or TACPA, if applicable

*Small Business or Microbusiness Preference*

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

*Non-Small Business Preference*

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

*Target Area Contract Preference Act ("TACPA")*

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

**ATTACHMENT 15**

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION GOAL PROGRAM INSTRUCTIONS**

**DVBE PARTICIPATION REQUIREMENT.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This solicitation DOES NOT include a minimum DVBE participation requirement. DVBE participation is NOT required in the bid or proposal. However, a DVBE incentive will be applied as provided below.**

**DVBE INCENTIVE.** The State will apply a DVBE incentive for responsive bids or proposals (herein “bid” or “bids”) from responsible bidders that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

<b>Confirmed DVBE Participation of</b>	<b>DVBE Incentive</b>
5% and above	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price – The DVBE incentive is applied by reducing the bid price by the amount of DVBE incentive as computed from the lowest responsive bid price submitted by a responsible bidder. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

(2) Awards based on high score – The DVBE incentive is a percentage of the total possible available points, not including points for socioeconomic incentives or preferences. The DVBE incentive points are included in the sum of non-cost points. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form **STD. 843 (Disabled Veteran Business Enterprise Declaration)**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf). The completed form should be included with the bid response.

DVBE participation information submitted by the intended awardee will be verified by the State. If evidence of an alleged violation is found during the verification process, the State or the Department of General Services, Office of Small Business and DVBE Services (OSDS) shall initiate an investigation in accordance with PCC section 10115 et seq., MVC section 999 et seq., and CCR, title 2, section 1896.60 et seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, contract termination, and/or other penalties.

**Only State of California OSDS certified DVBEs** that perform a commercially useful function relevant to this solicitation may be used to comply with the DVBE Participation Goal Program, including the minimum DVBE participation requirement and any DVBE incentive. Please see MVC section 999(b) and CCR, title 2, section 1896.62(l) regarding the performance of a commercially useful function. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility. Bidders cannot demonstrate compliance by performing a good faith effort.

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

RESOURCES AND INFORMATION\*

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**U.S. Small Business Administration:**

System for Award Management (SAM)  
<https://www.sam.gov/SAM/pages/public/index.jsf>

**FOR:**

Service-Disabled Veteran-Owned  
Businesses in California

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**Local Organizations:**

DVBE local contacts  
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

**FOR:**

List of Potential DVBE  
Subcontractors

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**Department of General Services,  
Procurement Division (DGS-PD)  
eProcurement:**

Website:  
<https://caleprocure.ca.gov/pages/index.aspx>  
Phone: (916) 375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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

707 Third Street, Room 1-400, West  
Sacramento, CA 95605 Website:  
<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>  
OSDS Receptionist: (916) 375-4940  
PD Receptionist: (800) 559-5529  
Fax: (916) 375-4950  
Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

**FOR:**

- Directory of OSDS Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- SB/DVBE Advocates
- Lists of Trade and Focus Publications

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**Commercially Useful Function Definition:**

Military and Veterans Code section 999(b)  
California Code of Regulations, title 2, section 1896.62(l)

\*Contact information and available resources may be subject to change by the respective administration, department, division, or office. DVBEs must be certified by OSDS



**ATTACHMENT 16**

**BIDDER DECLARATION – GSPD-05-105**

Bidders Declaration form can be found at the below link:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

**SAMPLE**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority ("CPCFA, the "Authority", or the "State")

CONTRACTOR NAME

To Be Determined

2. The term of this Agreement is:

START DATE

January 1, 2022 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

December 31, 2024 (plus one optional one-year extension)

3. The maximum amount of this Agreement is:

\$1,275,000.00 (one million two hundred seventy-five thousand dollars and zero cents)

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	9
Exhibit A.1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B.1	Sample Billing	3
Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	9
Exhibit E	Additional Provisions	1
Sample Form A	Direct Use of Funds	1
Sample Form B.1	Lender Held Welcome Letter	2
Sample Form B.2	Trustee Held Welcome Letter	2
Sample Form B.3	CSP Opening Support Letter	2
Sample Form C	Transfer Funds Letter	2
Sample Form D	Funding Sheet	1
Sample Form E.1	Claim Letter	2
Sample Form E.2	Claim Sheet	1
Sample Form F.1	Subsidy Form – Trustee Held	2
Sample Form F.2	Subsidy Form – Lender Held	2
Sample Form G	CSP Recapture Review Letter	2
	RFP and Contractor's response are incorporated by reference and made part of this agreement.	

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

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

**SAMPLE**

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

To Be Determined

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS 915 Capitol Mall	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Tim Schaefer	TITLE Interim Executive Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**1. Scope of Services**

Under the general direction of the Executive Director of the CPCFA, the Trustee firm agrees to provide services as described below:

a. Establishing the CPCFA Program Accounts

- i. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Program Fund (the "Program Fund"). Upon the establishment of the Program Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.
- ii. Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access State Fund (the "State Fund"). Upon the establishment of the State Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the State Fund at all times would be required to be the property of CPCFA.
- iii. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Federal Fund (the "Federal Fund"). Upon the establishment of the Federal Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Federal Fund at all times would be required to be the property of CPCFA.
- iv. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the California Capital Access Collateral Support Program Fund (the "CalCAP/CSP Fund"). Upon the establishment of the CalCAP/CSP account, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the CalCAP/CSP account at all times would be required to be the property of CPCFA.
- v. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Americans with Disabilities Act Financing Program Fund (the "CalCAP/ADA Fund"). Upon the establishment of the Program Fund, CPCFA would deposit those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.
- vi. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Seismic Safety Program Fund (the "CalCAP/Seismic Safety Fund"). Upon the establishment of the Program Fund, CPCFA would deposit

**EXHIBIT A**  
**(Standard Agreement)**

those moneys as determined by CPCFA. The moneys held in the Program Fund at all times would be required to be the property of CPCFA.

- vii. The Trustee firm would be required to further establish sub-accounts within the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, and CalCAP/Seismic Safety Fund to be named, respectively, the "Program Cost Account," "State Cost Account," "Federal Cost Account," "ADA Cost Account," "Seismic Safety Cost Account," and CPCFA would initially fund these accounts from the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, or CalCAP/Seismic Safety Fund in amounts as determined by CPCFA. CPCFA would make further deposits to either sub-account in the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, and CalCAP/Seismic Safety Fund Accounts from time to time as accrued interest sweeps.
- viii. The Trustee firm would be required to further establish additional sub-accounts within the Program Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, and CalCAP/Seismic Safety Fund to be named, respectively, the "CalCAP Program Recapture Account," "CalCAP/CSP Recapture Account," "CalCAP/ADA Recapture Account," and "CalCAP/Seismic Safety Recapture Account." CPCFA would make further deposits to either sub-account in the Program and CalCAP/Seismic Safety Recapture Accounts from time to time.
- ix. At the direction of CPCFA, interest from each Lender, Lender-held, and Trustee-held accounts would be required to be deposited in the respective Cost Account. CPCFA would request moneys from that account periodically.
- x. The Trustee firm would be authorized and directed by CPCFA to use moneys in the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund accounts, and future accounts (**Sample Form A**). The Trustee firm would verify by telephone or email any further instructions needed.
- xi. Accounts would be required to be interest-bearing demand accounts unless the Trustee is directed to place moneys in another type of account by CPCFA. The moneys in the Program Fund, State Fund, Federal Fund, CalCAP/CSP Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund, and future accounts would be required to be held solely for the benefit of CPCFA. These accounts would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA.
- xii. At such time as CPCFA, in its discretion, determines to terminate its role in the CalCAP or other Independent Contributor program, or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee firm Agreement, any moneys remaining in the Program Fund, State Fund, Federal Fund, CalCAP/CSP

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Fund, CalCAP/ADA Fund, CalCAP/Seismic Safety Fund, or future accounts would be required to be returned to CPCFA upon its written direction.

xiii. The Trustee firm would be required to establish, maintain and hold a separate fund and related accounts for any additional designated Fund in the future upon instruction from CPCFA.

b. Establishing Independent Contributor Accounts and Other Program Accounts

The Trustee firm would be required to further establish Independent Contributor accounts and other financing program accounts as directed by CPCFA. The borrower, Lender, and CPCFA, in some instances, are eligible to have the fees paid by an Independent Contributor. CPCFA currently utilizes two Independent Contributors, and is currently in negotiations to establish additional program accounts.

- i. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Heavy-Duty Vehicle Air Quality Loan Program Fund ("CalCAP/CARB Fund"). The moneys held in the CalCAP/CARB Fund at all times would be required to be the property of CPCFA.
- ii. The Trustee firm would be required to establish, maintain and hold a separate fund designated as the CalCAP Electric Vehicle Charging Station Financing Program Fund ("CalCAP/EVCS Fund"). The moneys held in the CalCAP/EVCS Fund at all times would be required to be the property of CPCFA.
- iii. The Trustee firm would be required to further establish sub-accounts within the CalCAP/CARB Fund and CalCAP/EVCS Fund to be named, respectively, the "CalCAP/CARB Cost Account" and "CalCAP/EVCS Cost Account," and CPCFA would initially fund these accounts from the CalCAP/CARB Fund and CalCAP/EVCS Fund in amounts as determined by CPCFA. CPCFA would make further deposits to either sub-account from time to time as accrued interest sweeps.
- iv. The Trustee firm would be required to further establish additional sub-accounts within the CalCAP/CARB Fund to be named, respectively, the "CalCAP/CARB Recapture Account." CPCFA would make further deposits to these sub-accounts from time to time.
- v. The Trustee firm would be required to further establish additional sub-accounts within the CalCAP/EVCS Fund to be named, respectively, the "CalCAP/EVCS Rebate Account." CPCFA would make further deposits to these sub-accounts from time to time

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- vi. At the direction of CPCFA, interest from each Lender, Lender-held, and Trustee-held accounts would be required to be deposited in the respective Cost Account. CPCFA would request moneys from that account periodically.
- vii. Accounts are required to be interest-bearing demand accounts unless the Trustee is directed to place moneys in another type of account by CPCFA. The moneys in the Independent Contributor and future accounts would be held solely for the benefit of CPCFA. These accounts would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA.
- viii. At such time as CPCFA, in its discretion, determines to terminate the Independent Contributors' role and accounts or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee Firm Agreement, any moneys remaining in an Independent Contributor Account or future accounts would be required to be returned to CPCFA upon its written direction.
- ix. The Trustee firm would be required to establish, maintain and hold a separate fund and related accounts for any additional designated fund in the future upon instruction from CPCFA.

c. Establishing Participating Financial Institutions' Loss Reserve Accounts

- i. Loss Reserve Accounts, in CPCFA's sole determination, would be required to be held by either the Lender or by the Trustee firm.

Loss Reserve Accounts are used for the following purposes:

- To receive all fees deposited by Lenders, Borrowers, and/or Independent Contributors;
  - To receive contributions deposited by CPCFA and/or Independent Contributors;
  - To pay claims in accordance with Section 8074 of Division 11 of Title 4 of the California Code of Regulations and other program rules and regulations;
  - To pay subsidies in accordance with program rules/guidelines; and
  - To collect recovered funds from previously paid claims
- ii. Established accounts held at the current Trustee firm would be required to be transferred to the new Trustee firm after a contract has been executed as part of establishing the trust. There are currently 21 Program accounts, 16 Independent Contributor Program Accounts, 80 Lender Held Loan Loss Reserve accounts, and 217 Trustee Held Loan Loss Reserve Accounts. The expectation is to enroll new Lenders and double the number within the next two (2) years. Upon written direction from CPCFA, the Trustee firm would be required to establish, maintain, and hold one or more separate accounts to be designated as the Lender's Loss Reserve **(Sample**

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**Form B-1 and Sample Form B-2)** and loan specific Loss Reserve Accounts for CalCAP/CSP (**Sample Form B-3**).

- iii. The Trustee firm would be authorized to transfer moneys from the Program Account into those accounts held by Lenders upon instructions from CPCFA. The Trustee firm may verify by telephone any instructions received from CPCFA by fax or email.
  - iv. Accounts would be required to be an interest-bearing demand account unless the Trustee is directed to place funds in another type of account. Loss Reserve Accounts would be required to be insured by the Federal Deposit Insurance Corporation ("FDIC"), or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law and would be prohibited from having any required fees or costs to be paid by the Trustee firm or CPCFA. Upon the written direction of CPCFA to the Trustee, the moneys in the Loss Reserve Accounts held by the Trustee firm would be required to be invested by the Trustee firm in any investment permitted by Section 16430 of the Government Code.
  - v. The moneys in each Lender's Loss Reserve Account held by the Trustee firm would be the property of CPCFA, but held for the benefit of the Lender in whose name the account was created.
  - vi. All moneys in a Loan Loss Reserve Account are the property of CPCFA. Upon withdrawal from the Program, a Lender may have the right to receive a portion of the remaining balance in its corresponding Loan Loss Reserve Account(s) as instructed by CPCFA in accordance with program regulations.
- d. Maintenance of Funds and Accounts
- i. The Trustee firm would be required to maintain and monitor Loss Reserve Accounts that are held at the Trustee, perform various account related activities, and provide recordkeeping information on all transactions, including non-Trustee-held accounts, to CPCFA. For those Loss Reserve Accounts maintained at the Trustee firm, the Trustee firm also would be required to provide corresponding monthly statements to CPCFA and the appropriate Lenders.
  - ii. CPCFA may provide written direction to the Trustee firm to remit any moneys in the Program or Cost Accounts to CPCFA (**Sample Form C**).
  - iii. For Lender Loss Reserve Accounts, which are held at the Trustee firm, the Trustee firm would be authorized to receive fees from the Lender and deposit them into the Lender's corresponding Loss Reserve Account.



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- iv. The Trustee firm would be authorized and directed by CPCFA to distribute moneys from one of the Program Accounts to a Lender's corresponding Loss Reserve Account regardless of whether the Loss Reserve Account is held locally or at the Trustee firm. This direction to distribute moneys from the Program Account would be required to be in writing, typically in the form of a Loan Enrollment Funding Instruction memo, signed by the CPCFA Executive Director or other designated authorized signer **(Sample Form D)**.
- v. Upon written instruction from CPCFA, typically in the form of approved Claim Reimbursement Instructions **(Sample Form E-1 and Sample Form E-2)**, the Trustee firm would withdraw moneys from the corresponding Lender's Loss Reserve Account (when held at the Trustee firm) and remit the moneys to the Lender by check or wire in accordance with Section 8074 of Division 11 of Title 4 of the California Code of Regulations or other program rules/guidelines.
- vi. Upon written instruction from CPCFA, in the form of Authorization of Rebate Payment **(Sample Form F-1 and Sample Form F-2)**, the Trustee would withdraw moneys from the corresponding Lender's EVCS Loan Loss Reserve Account (when held at the Trustee firm) and remit moneys to program borrowers by check or wire in accordance with program rules/guidelines.
- vii. Upon written instruction from CPCFA, in the form of Authorization of Collateral Support Program Recapture/Review instructions **(Sample Form G)**, the Trustee would withdraw moneys from the corresponding Borrower's CalCAP/CSP Loan Loss Reserve Account and deposit moneys to program Recapture Account in accordance with program rules/guidelines.
- viii. The moneys deposited in a Loss Reserve Account, whether held by the Lender or at the Trustee firm, are the property of CPCFA and held for the benefit of the Lender to which it corresponds. Upon withdrawal from the Program, a Lender has the right to receive a portion of the remaining balance in its corresponding Loss Reserve Account(s) in accordance with Program regulations.
- ix. At such time as CPCFA, in its discretion, determines to terminate its role in its financing programs or otherwise to cease making deposits to the Program Funds, any money remaining in the Program Funds and Loss Reserve Accounts would be required to be returned to CPCFA upon its written direction.
- x. The Trustee firm would meet, as needed, with CPCFA and its staff at a location to be determined by CPCFA staff.
- xi. In all respects, the Trustee firm would represent the best interests of CPCFA and the State of California in all transactions and proceedings.

**EXHIBIT A**  
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e. Reporting and Other Requirements

- i. By the 10<sup>th</sup> of each month, the Trustee firm would provide all monthly bank statements to CPCFA for each account it maintains at the Trustee firm in association with the identified programs and provide a copy of the individual Lender's monthly bank statement to that Lender. These statements would be required to include the account balance and interest earned, as well as all transaction activities associated with each account during the period, and any changes related to the accounts.
- ii. Through the collection of data contained on CPCFA's various written instructions described above, the Trustee firm would provide monthly ongoing history reports by date of transaction, which includes all of the following:
  - The names of any Lenders that joined or withdrew from the Program.
  - The number of loans booked for the month.
  - The corresponding total of the CPCFA contributions for the month to each Lender.
  - The cumulative amount of total contributions made by CPCFA to each Lender.
  - The overall total loans made to date annually.
  - A summary page containing each of the aforementioned areas on a combined Lender basis (1) for the month and (2) annually
- iii. Through the collection of data contained on the Loan Enrollment written instructions, whether they are trustee- or non-trustee-held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for loan enrollments:
  - The name of the Lender
  - The borrower's name
  - The date the loan funded
  - The date the loan shall mature or 120 months from the date the loan was funded, whichever is sooner
  - The loan number
  - The contribution amount
  - The funding source account number
- iv. Through the collection of data contained on the Claim Reimbursement written instructions, whether they are trustee= or non-trustee held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for claims:
  - The name of the Lender
  - The borrower's name

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- The loan number
  - The date the claim was paid
  - The amount of claim paid
- v. Through the collection of data contained on the Loan Enrollment written instructions, whether they are trustee- or non-trustee-held Lenders for the EVCS financing program, the Trustee firm would provide the following Data Query for loan enrollments when loan terms reach the 48<sup>th</sup> month:
- The name of the Lender
  - The borrower's name
  - The date the loan funded
  - The loan number
  - The loan contribution amount
- vi. Through the collection of data contained on the Subsidy written instructions, whether they are trustee- or non-trustee-held Lenders, the Trustee firm would provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for subsidies paid:
- The name of the Lender
  - The borrower's name
  - The loan number
  - The date the subsidy was paid
  - The amount of subsidy paid
- vii. The Trustee would be required to provide the designated CPCFA staff with on-demand electronic viewing access to all trustee-held CPCFA Program, Independent Contributor, and Lender loss reserve accounts.
- viii. The Trustee would be required to provide additional information (CPCFA is contractually required to provide) related to CPCFA's administration of current or future programs (such as: additional reporting requirements as requested by the Federal government or Independent Contributions).
- ix. The Trustee firm would be required to perform other duties or activities as may be specifically requested in writing by CPCFA in connection with the Program, including acting as CPCFA's Trustee firm in contacts and/or assisting Lenders on establishing Loss Reserve Accounts held at the Lenders.

**2. Term of Agreement**

The term of the Agreement would be for a three-year period with an amount not to exceed \$1,275,000.00. At CPCFA's sole discretion, the term of the agreement may be extended for

**EXHIBIT A  
 (Standard Agreement)**

one additional year and for an additional amount not to exceed \$425,000.00. The Proposed Rates would remain the same throughout the term of the Agreement, including the optional one-year extension if any. The term of the agreement is expected to begin January 1, 2022, pending approval by the Department of General Services (“DGS”), whichever is later. Work is prohibited from commencing until the effective date.

**3. Project Representatives**

The project representatives during the term of this Agreement shall be:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: To Be Determined
Name: Tim Schaefer, Interim Executive Director	Name:
Office 915 Capitol Mall Location: Sacramento, California 95814 Mailing 915 Capitol Mall Address: Sacramento, CA 95814	Address:
Phone (916) 654-5610	Phone:
Fax: (916) 657-4821	Fax:
Email: <a href="mailto:tim.schaefer@treasurer.ca.gov">tim.schaefer@treasurer.ca.gov</a>	Email:

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: To Be Determined
Attention: Doreen Smith, SSM I Isabel Becerra, TPM I	Attention:
Office 801 Capitol Mall 2 <sup>nd</sup> Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 95814	Address:
Phone: (916) 654-5290	Phone:
Fax: (916) 657-4821	Fax:
Email: <a href="mailto:doreen.smith@treasurer.ca.gov">doreen.smith@treasurer.ca.gov</a> <a href="mailto:isabel.becerra@treasurer.ca.gov">isabel.becerra@treasurer.ca.gov</a>	Email:

**EXHIBIT A.1  
(Standard Agreement)**

**RESUMES OF KEY PERSONNEL**

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**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 Pollution Control Financing Authority (CPCFA) agrees to pay the Contractor in arrears based on the following services:
  - i. CPCFA quarterly Trust Administration Fee
    - a. New Program Account Establishment
    - b. New Independent Contributor Account Establishment
    - c. Monthly Bank Summary/Per Participating Financial Institution
    - d. Quarterly and/or Annual Bank Summary-Report
  - i. Processing Loan Enrollments
  - ii. Processing and mailing Borrower's Subsidies
  - iii. Processing Claims
  - iv. Processing Subsidy Payments
  - v. Loan Loss Reserve Accounts Establishment
  - vi. New Participating Financial Institutions Loss Reserve Account Establishment
  - vii. Special Data Requests/Per Hour
  - viii. Quarterly Out-of-Pocket Expenses – including, but not limited to, reproduction, stationery, postage, telephone, retention of records, Federal Express and outside messenger services, travel/or attend special meetings. Authorized actual expenses incurred shall be limited to \$100.00 unless prior written approval is obtained from CPCFA. The CPCFA shall not reimburse the printing of or the copying of electronically received/delivered documents for the Contractor's in-house use. Actual expenses incurred must be itemized.

**EXHIBIT B  
 (Standard Agreement)**

- b. Quarterly invoices shall be provided to CPCFA within 30 days of invoicing period, and shall include Agreement Number CPCFA03-21, the specific date (month, day and year) covered by the invoice, send to:

Invoice Mailing Address:

California Pollution Control Financing Authority  
 Attn: To Be Determined  
 915 Capitol Mall  
 Sacramento, California 95814

- c. The maximum amount of compensation to Contractor under this Agreement shall not exceed **\$1,275,000.00, including any applicable sales tax**, for the entire term of this Agreement.
- d. Cost Proposal Worksheet

<u>Services Provided</u>	<u>Rate per transaction (if applicable)</u>	<u>Total Quarterly Fees</u>
CPCFA Trust Administration Fee (new accounts, wire transfers, statements, monthly reports, etc.)	\$ --	\$ --
<b>Quarterly Out-of-Pocket Expenses – including, but not limited to, reproduction, stationary, postage, telephone, and retention of records, Federal Express and outside messenger services, travel/or attend special meetings</b>	\$ --	\$ --
Special Data Requests/per hour	\$ --	\$ --
Establish 80 Initial Loan Loss Reserve Accounts, in addition to the established trust and approximately 35% increase annually.	\$ --	\$ --
Process approximately 2500 Qualified Loan Enrollments quarterly	\$ --	\$ --
Process 150 Charge-off Claims quarterly	\$ --	\$ --
Process 25 Subsidy payments quarterly	\$ --	\$ --
Other Fees (Describe below)	\$ --	\$ --
<b>Quarterly Total</b>		\$ --

**EXHIBIT B  
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**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 shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



**EXHIBIT B.1  
 (Standard Agreement)**

**SAMPLE BILLING**

Mailing Address:  
 The California Pollution Control Financing Authority  
 Attn: To Be Determined  
 P.O. Box 942809  
 Sacramento, CA 94209-0001

Office Location:  
 The California Pollution Control Financing Authority  
 Attn: To Be Determined  
 801 Capitol Mall, 2<sup>nd</sup> Floor  
 Sacramento, CA 95814

Fees and expenses for Trustee services in connection with CalCAP programs.

Contract No:	CPCFA03-21
Invoice No:	
Invoice Period:	January 1, 2022 – March 31, 2022
Admin Cost:	\$
Loans Cost:	\$
Claims Cost:	\$
Special Data Requests, per hour	\$
Quarterly out-of-pocket cost (include receipts)	\$
Invoice Total:	\$

Below is a breakdown for all Loans and Claims processed from January 1, 2022 to March 31, 2022.

January Loans			
Program	Number of Loans Funded	Rate per Transaction	Program Total
<b>CARB</b>		\$ --	\$ --
<b>CalCAP State</b>		\$ --	\$ --
<b>CalCAP Federal</b>		\$ --	\$ --
<b>EVCS</b>		\$ --	\$ --
<b>Seismic Safety</b>		\$ --	\$ --
<b>ADA</b>		\$ --	\$ --
<b>CSP</b>		\$ --	\$ --
		<b>January Total</b>	\$ --

**EXHIBIT B.1  
 (Standard Agreement)**

February Loans			
Program	Number of Loans Funded	Rate per Transaction	Program Total
<i>CARB</i>		\$ --	\$ --
<i>CalCAP State</i>		\$ --	\$ --
<i>CalCAP Federal</i>		\$ --	\$ --
<i>EVCS</i>		\$ --	\$ --
<i>Seismic Safety</i>		\$ --	\$ --
<i>ADA</i>		\$ --	\$ --
<i>CSP</i>		\$ --	\$ --
<b>February Total</b>			\$ --

March Loans			
Program	Number of Loans Funded	Rate per Transaction	Program Total
<i>CARB</i>		\$ --	\$ --
<i>CalCAP State</i>		\$ --	\$ --
<i>CalCAP Federal</i>		\$ --	\$ --
<i>EVCS</i>		\$ --	\$ --
<i>Seismic Safety</i>		\$ --	\$ --
<i>ADA</i>		\$ --	\$ --
<i>CSP</i>		\$ --	\$ --
<b>March Total</b>			\$ --

January Claims			
Program	Number of Loans Funded	Rate per Transaction	Program Total
<i>CARB</i>		\$ --	\$ --
<i>CalCAP State</i>		\$ --	\$ --
<i>CalCAP Federal</i>		\$ --	\$ --
<i>EVCS</i>		\$ --	\$ --
<i>Seismic Safety</i>		\$ --	\$ --
<i>ADA</i>		\$ --	\$ --
<i>CSP</i>		\$ --	\$ --
<b>January Total</b>			\$ --

**EXHIBIT B.1  
 (Standard Agreement)**

<b>February Claims</b>			
<b>Program</b>	<b>Number of Loans Funded</b>	<b>Rate per Transaction</b>	<b>Program Total</b>
<i>CARB</i>		\$ --	\$ --
<i>CalCAP State</i>		\$ --	\$ --
<i>CalCAP Federal</i>		\$ --	\$ --
<i>EVCS</i>		\$ --	\$ --
<i>Seismic Safety</i>		\$ --	\$ --
<i>ADA</i>		\$ --	\$ --
<i>CSP</i>		\$ --	\$ --
		<b>February Total</b>	\$ --

<b>March Claims</b>			
<b>Program</b>	<b>Number of Loans Funded</b>	<b>Rate per Transaction</b>	<b>Program Total</b>
<i>CARB</i>		\$ --	\$ --
<i>CalCAP State</i>		\$ --	\$ --
<i>CalCAP Federal</i>		\$ --	\$ --
<i>EVCS</i>		\$ --	\$ --
<i>Seismic Safety</i>		\$ --	\$ --
<i>ADA</i>		\$ --	\$ --
<i>CSP</i>		\$ --	\$ --
		<b>March Total</b>	\$ --

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment shall be made for any taxes levied on employees' wages. The State shall 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 State identified in Section 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

**3. Evaluation of Contractor**

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State 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 shall be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

**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, the State 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.

**EXHIBIT D  
(Standard Agreement)**

**5. Potential Subcontractors**

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

**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 the State, which are designated confidential by the State and become available to Contractor, shall be protected by Contractor from unauthorized use and disclosure.

**EXHIBIT D  
(Standard Agreement)**

**10. Titles/Section Headings**

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

**11. 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.

**12. Notices**

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph Section 3 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 by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph Section 3 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.

**13. 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.

**14. Books and Records**

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and

**EXHIBIT D  
(Standard Agreement)**

records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

**15. Key Personnel**

- a. A resume for each member of Contractor's staff who shall exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. 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 the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

**16. Changes in Control, Organization or Key Personnel**

Contractor shall promptly, and in any case within five (5) days, notify the State 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 any 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 the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

**17. 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 the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

**18. 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



**EXHIBIT D  
(Standard Agreement)**

pertinent to this Agreement shall be subcontracted without written authorization by the State. Both parties must mutually agree upon the subcontractor in advance.

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

**19. Notice of Proceedings**

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

**20. 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.

**21. Binding Effect**

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

**22. Publicity**

Contractor shall issue no publicity release or announcement concerning this Agreement or the transactions contemplated herein without advance written approval by the State.

**23. 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 that is required, suggested, or otherwise deemed an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

**24. 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 shall:

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

**EXHIBIT D  
(Standard Agreement)**

- 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 permit the termination of, 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.

**25. 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.

**26. 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.

**27. 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 exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

**28. Termination at Option of the State**

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 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the

**EXHIBIT D  
(Standard Agreement)**

event the State terminates all or a portion of this Agreement for any reason, it is understood that the State shall provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

**29. Termination for Insolvency**

Contractor shall notify the State 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 the State determines, based on reliable information, that there is a substantial probability that Contractor shall be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

**30. Completion**

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

**31. Effect of Termination**

All duties and obligations of the State 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 the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

**32. Termination for Expatriation**

Contractor shall notify the State 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, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

**EXHIBIT D  
(Standard Agreement)**

**33. Compliance With Political Reform Act**

**Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 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 (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

**34. 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 section 10475 et seq.) 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. 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 DGS according to the criteria set forth in Public Contract Code section 10477(b).

**35. Labor Neutrality Policy**

The California Pollution Control Financing Authority recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

**EXHIBIT D  
(Standard Agreement)**

To remain "neutral" means not to take any action or make any statement that shall directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Itemized Expenses**

Contractor shall itemize an actual expenses incurred in addition to those contracted. Such itemizing shall be in accordance with paragraph 13 of Exhibit C (General Terms and Conditions). The total cost of such additional expenses, together with the cost of services rendered, shall not exceed the maximum amount of this Agreement.

**2. Conflict of Interest; No Profit**

- a. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, which directly or indirectly arises from this Agreement.
- b. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**3. Indemnification**

Notwithstanding paragraph 5 of the General Terms and Conditions, Contractor shall indemnify, defend and save harmless the State of California, the State Treasurer's Office, the California Pollution Control Financing Authority and all of the officers, trustees, agents and employees of the foregoing, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorney's fees, which (a) arise out of or are due to a breach by Contractor of any of its representations, warranties, covenants or other obligations contained in this agreement, or (b) are caused by or resulting from Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this agreement, or (c) accrue or result to any of Contractor's subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying services, material or supplies in connection with the performance of this agreement. If a conflict arises between the provisions of this paragraph and paragraph 5 of the General Terms and Conditions, the provisions of this paragraph shall prevail.



**SAMPLE FORM A  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 94209  
p (916) 654-5610  
f (916) 589-2805  
cpcfca@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfca

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Trustee  
Trustee Title  
Trust Company  
Address  
City, State Zip  
Email Address **(via email)**

**RE: Automatic Transfer of Interest from Program Accounts**

Dear Trustee:

Interest is currently being earned in various CalCAP Program accounts. In an effort to account for all interest earned for each program, CalCAP requests interest to be swept automatically each month for the following accounts:

<b>Program</b>	<b>Accounts Earning Interest</b>	<b>Account Number</b>	<b>Account to Receive Swept Interest</b>	<b>Account Number</b>

If you have any questions, please feel free to contact CalCAP Manager at (000) 000-0000.

Sincerely,

Tim Schaefer  
Interim Executive Director

Cc: CalCAP Compliance Officer

TS:Analyst Initials



**SAMPLE FORM B.1  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

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www.treasurer.ca.gov/cpcf

**MEMBERS**

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State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

**Date**

<b>Contact Name</b>	Trustee
<b>Title</b>	Trustee Title
<b>Lender Name</b>	Trust Company
<b>Address</b>	Address
<b>City, State Zip</b>	City, State Zip
<b>Email Address (via email)</b>	Email Address (via email)

**Re: Enrollment as a CalCAP Financial Institution – Lender Held**

Dear **Contact Name** and Trustee:

We are pleased to have **Lender Name** participate in the **California Capital Access Program, Small Business (CalCAP), the California Capital Access/Air Resources Board On-Road Heavy-Duty Vehicle Air Quality Loan Program (CalCAP/CARB), the California Capital Access Collateral Support Program (CalCAP/CSP), the California Capital Access Electric Vehicle Charging Station Financing Program (CalCAP/EVCS), the California Americans with Disabilities Small Business Capital Access Loan Program (CalCAP/ADA), the California Capital Access Seismic Safety Financing Program (CalCAP/Seismic Safety).** Enclosed for your records is a copy of your approved application.

After reviewing your application, it was determined that **Lender Name** is eligible to retain its own Loan Loss Reserve Account. By instruction of this letter, the Trustee, Trust Services is instructed to contact you concerning wiring instructions and contact information for the account.

CalCAP regulations §8073 (c) and (d) specify which account type the funds must be held as well as the owner of the monies held in the Loss Reserve Account:

“Any Loss Reserve Account held in a Participating Financial Institution shall be an interest-bearing demand account or deposit account at a banking institution, or a Money Market



**SAMPLE FORM B.1  
(Standard Agreement)**

Fund approved by the Executive Director, or a combination thereof, and earning a rate of interest that would be expected of accounts of similar type and size. The Loss Reserve Account shall be insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law." [Additionally...] "All moneys in a Loss Reserve Account are property of the Authority...Interest or income earned on moneys credited to the Loss Reserve Account shall be deemed to be part of the Loss Reserve Account."

Please set up one account for **each/the** funding program under the CPCFA's tax identification number: 52-1519504.

For the CalCAP Loss Reserve Account, name the account as follows, "[Lender Name] CalCAP." For the CalCAP/CARB Loss Reserve Account, name the account as follows, "[Lender Name] CARB." Instruction for setting up the Collateral Support Accounts will be given as they occur. For the CalCAP/EVCS Loss Reserve Account, name the account as follows, "[Lender Name] EVCS." For the CalCAP/ADA Loan Loss Reserve Account, name the account as follows, "[Lender Name] ADA." For CalCAP/Seismic Safety Loan Loss Reserve Account, name the account as follows, "[Lender Name] Seismic Safety." Mail (electronic mail preferred) all monthly bank statements to [CalCAP@treasurer.ca.gov](mailto:CalCAP@treasurer.ca.gov) by the 15<sup>th</sup> of the following month. A quarterly report is also required to be submitted to CalCAP by the 15<sup>th</sup> of the month following the quarter end. A template for the report and instructions can be found on the CalCAP website <http://www.treasurer.ca.gov/cpcf/calcap/index.asp>.

Our office looks forward to a long and mutually beneficial partnership with your institution. Please feel free to contact CalCAP Manager at (000) 000-0000 if you have any questions.

Sincerely,

Tim Schaefer  
Interim Executive Director

Enclosure: CalCAP Financial Institution Application

TS:Analyst Initials



**SAMPLE FORM B.2  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

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Sacramento, CA 95814

Mailing Address:  
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cpcfca@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfca

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

**Date**

<b>Contact Name</b>	Trustee
<b>Title</b>	Trustee Title
<b>Lender Name</b>	Trust Company
<b>Address</b>	Address
<b>City, State Zip</b>	City, State Zip
<b>Email Address (via email)</b>	Email Address (via email)

**Re: Enrollment as a CalCAP Financial Institution – Trustee Held**

Dear Contact Name and Trustee:

We are pleased to have **Lender Name** participate in the **California Capital Access Program, Small Business (CalCAP), the California Capital Access/Air Resources Board On-Road Heavy-Duty Vehicle Air Quality Loan Program (CalCAP/CARB), the California Capital Access Collateral Support Program (CalCAP/CSP), the California Capital Access Electric Vehicle Charging Station Financing Program (CalCAP/EVCS), the California Americans with Disabilities Small Business Capital Access Loan Program (CalCAP/ADA), the California Capital Access Seismic Safety Financing Program (CalCAP/Seismic Safety).** Enclosed for your records is a copy of your approved application.

Upon receiving this letter, the Trustee, Trust Services Corporate Trust Services is instructed to establish an account for **Lender Name** with account names as: **For the CalCAP Loss Reserve Account, name the account as follows, "[Lender Name] CalCAP."** **For the CalCAP/CARB Loss Reserve Account, name the account as follows, "[Lender Name] CARB."** **Instruction for setting up the Collateral Support Accounts will be given as they occur.** **For the CalCAP/EVCS Loss Reserve Account, name the account as follows, "[Lender Name] EVCS."** **For the CalCAP/ADA Loan Loss Reserve Account, name the account as follows, "[Lender Name] ADA."** **For CalCAP/Seismic Safety Loan Loss Reserve Account, name the account as follows, "[Lender Name] Seismic Safety."**

**SAMPLE FORM B.2  
(Standard Agreement)**

Zions Bank will contact **Lender Name** concerning wiring instructions and contact information for **Lender Name's** Loan Loss Reserve Account and will hold the **Lender Name's** Loan Loss Reserve Account.

Our office looks forward to a long and mutually beneficial partnership with your institution. Please feel free to contact CalCAP Manager at (000) 000-0000, if you have any questions.

Sincerely,

Tim Schaefer  
Interim Executive Director

Enclosure: CalCAP Financial Institution Application

TS:Analyst Initials



**SAMPLE FORM B.3  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

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Sacramento, CA 95814

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**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

**Date**

<b>Contact Name</b>	Trustee
<b>Title</b>	Trustee Title
<b>Lender Name</b>	Trust Company
<b>Address</b>	Address
<b>City, State Zip</b>	City, State Zip
<b>Email Address (via email)</b>	Email Address (via email)

**RE: Collateral Support Request – Opening Account Instructions**

Dear **Contact Name** and Trustee:

The Collateral Support Request for **[Borrower Name]** has been processed and is pending submission and approval of final documents to be submitted within 15 business days of the date of loan/ date of first disbursement.

It has been determined that **[Lender Name]** is eligible to retain its own Collateral Support Account. By instruction of this letter, **[Lender Name]** is authorized to open a Collateral Support Account specific to the loan for **[Borrower Name]**. Fees associated with the support must be deposited in the Collateral Support Account when the loan is finalized.

CalCAP regulations §8073 specifies:

(c) Any Loss Reserve Account held in a Participating Financial Institution shall be an interest-bearing demand account or deposit account at a banking institution, or a Money Market Fund if approved in writing by the Executive Director, or a combination thereof, and earning a rate of interest that would be expected of accounts of similar type and size. The Loss Reserve Account shall be insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law.

(d) All moneys in a Loss Reserve Account are property of the Authority ... Interest or income earned on moneys credited to the Loss Reserve Account shall be deemed to

**SAMPLE FORM B.3  
(Standard Agreement)**

be part of the Loss Reserve Account. The Executive Director shall be authorized to withdraw from the loss reserve all interest and income that has been credited to the Loss Reserve Account as set forth in Health and Safety Code Section 44559.3(d), and any Contributions subject to Recapture as provided in Section 8073. The Executive Director shall be authorized to return to a Participating Financial Institution any Fees improperly deposited in a Loss Reserve Account. No Participating Financial Institution holding its Loss Reserve Account shall make any withdrawal from the account without written instruction from the Authority.

Please name the account “[Borrower Name] (CSP App#) SSBCI Collateral Support”. CPCFA’s Tax Identification Number #52-1519504 shall be assigned to the account. Mail (electronic mail preferred) the monthly bank statement to [CalCAP@treasurer.ca.gov](mailto:CalCAP@treasurer.ca.gov) by the 15<sup>th</sup> of the following month.

By instruction of this letter, Trustee, Trust Services is authorized to transfer [Support Amount Approved] from the Collateral Support Program Account #-xxxx to the Collateral Support Obligated Account #-xxxx to reserve the collateral support for this loan.

If you have any questions, please feel free to call CalCAP Manager at (000) 000-0000.

Sincerely,

Tim Schaefer  
Interim Executive Director

Enclosures: Collateral Support Approval  
Collateral Support Request

TS:Analyst Initials



**SAMPLE FORM C  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 94209  
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f (916) 589-2805  
cpcfafa@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfafa

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Trustee

Trustee Title

Trust Company

Address

City, State Zip

Email Address (via email)

**Re: California Capital Access Program (CalCAP)  
CPCFA CalCAP Program Cost Account No. -xxxx**

Dear Trustee:

As the trustee for the CalCAP program, please consider this letter as an instruction and authorization from the California Pollution Control Financing Authority to withdraw the amount listed and forward via wire transfer to the California Pollution Control Financing Authority fund (see attached wire instruction).

The amount requested is for administrative costs associated with administering the Program Name from MONTH YEAR through MONTH YEAR.

<b>CPCFA CalCAP Program Cost Account</b>	<b>Wire Transfer Amount to Account</b>
<b>No. -xxxx</b>	<b># xxx-xxxx ABA # xxx-xxxx-x</b>
	<b>\$0.00</b>

If you have any questions please call CalCAP Manager at (000) 000-0000.

**SAMPLE FORM C  
(Standard Agreement)**

Sincerely,

Tim Schaefer  
Interim Executive Director

Attachment

cc: STO Accounting  
CalCAP Manager, CPCFA  
CalCAP Compliance Officer, CPCFA  
Account Monitoring File, CPCFA  
Reference No. \_\_\_\_\_  
Initialed by \_\_\_\_\_

**California Pollution Control Financing Authority  
Incoming Wire Instructions  
TO BE WIRED ON MONTH DAY, YEAR**

Wire to:  
Financial Institution  
Address  
City, State Zip

For Credit to State of California  
Account # xxx-xxxx  
ABA # xxx-xxxx-x

For further credit to: California Pollution Control Financing Authority  
Reference: California Capital Access Program (CalCAP)

**To be deposited to CPCFA Admin account (xxxx-xx)  
PCA code revenue account # CalCAP Program  
xxxxx-xx CalCAP Program Admin (Trustee)**

Contact: CalCAPManager (000)000-0000  
STO Accounting (000)000-0000  
STO Accounting (000)000-0000



**SAMPLE FORM D  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

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Mailing Address:  
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cpcfca@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfca

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

**Date:** \_\_\_\_\_ MM/DD/YYYY Enrollment # \_\_\_\_\_

**To:** Trustee  
Trustee Services  
Trust Company  
Address  
City, State Zip  
Email Address (**via email**)

**VIA ELECTRONIC SUBMISSION**

**From:** \_\_\_\_\_  
California Pollution Control Financing Authority (CPCFA)

**Subject:** Loan Enrollments Approved for Enrollment in the CalCAP Program

**Total number of loans:** \_\_\_\_\_ 0 \_\_\_\_\_

**The Following are approved for enrollment in the CalCAP Program**

No.	Lender Name	Borrower Name	Loan Program	Lender Loan #	Premium Account	CalCAP Loan #	Funding Date
1.							

Analyst	Analyst Name
---------	--------------

Approved by: \_\_\_\_\_  
Interim Executive Director, CPCFA/Designee

Date: \_\_\_\_\_

Routing	Date	Initials
To Manager/ 1 <sup>st</sup> Reviewer:	MM/DD/YYYY	
To Executive:		
To Admin:		
To Trustee:		





**SAMPLE FORM E.1  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

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**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Trustee	Contact Name
Trustee Title	Title
Trust Company	Lender Name
Address	Address
City, State Zip	City, State Zip
Email Address <b>(via email)</b>	Email Address <b>(via email)</b>

**RE: Claim Request for Reimbursement – Trustee held**

Dear Trustee and Contact Name:

Lending institutions participating in CalCAP may file a claim for reimbursement under Section 8074 of the CalCAP regulations. The Authority shall authorize the payment of a claim within 30 days of receipt of a completed claim request.

This letter authorizes Trustee, Trust Services to draw the amount listed below from Lender Name’s Trustee-held Loan Loss Reserve Account #-xxxx for reimbursement of the following claim. Supporting information is enclosed.

Lender Loan #	CalCAP Loan #	Borrower Name	Claim Amount

Subsequent to the payment of a claim by the Authority, if Lender Name recovers from the borrower, from liquidation of collateral or from any other source, amounts for which the bank was reimbursed by the Authority, Lender Name shall promptly pay to the Authority for deposit in the Loan Loss Reserve Account, the amount received, net of reasonable and customary costs of collection, that in aggregate exceeds the amount needed to fully cover Lender Name’s loss on the loans.

**SAMPLE FORM E.1  
(Standard Agreement)**

If you have any questions, please call CalCAP Manager at (000) 000-0000.

Sincerely,

Tim Schaefer  
Interim Executive Director

TS:Analyst Initials



**SAMPLE FORM E.2  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 94209  
p (916) 654-5610  
f (916) 589-2805  
cpcfca@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfca

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

**Date:** \_\_\_\_\_ MM/DD/YYYY Claim # \_\_\_\_\_

**To:** Trustee  
Trustee Services  
Trust Company  
Address  
City, State Zip  
Email Address (via email)

**VIA ELECTRONIC SUBMISSION**

**From:** \_\_\_\_\_  
California Pollution Control Financing Authority (CPCFA)

**Subject:** Claims Approved for CA Capital Access Program (CalCAP)

**Total number of claims:** \_\_\_\_\_ 0 \_\_\_\_\_

**The Following are approved for Reimbursement**

Lender's Name	LLR Account #	Borrower Name	Loan Program	CalCAP Loan	Lender Loan	Claim Amount

Analyst	Analyst Name

Routing	Date	Initials
To Manager/ 1 <sup>st</sup> Reviewer:		
To Ex Director/ Designee:		
To Admin:		
To Trustee:		

Approved by: \_\_\_\_\_  
Interim Executive Director, CPCFA/Designee

Date: \_\_\_\_\_



**SAMPLE FORM F.1  
(Standard Agreement)**

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State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Trustee	Contact Name
Trustee Title	Title
Trust Company	Lender Name
Address	Address
City, State Zip	City, State Zip
Email Address <b>(via email)</b>	

**Re: Authorization of EVCS Rebate Payment - Borrower Name – Trustee Held**

Dear Trustee and Contact Name,

Borrowers participating in the CalCAP EVCS Financing Program may file a Rebate Request under section 8078.7 of the CalCAP Regulations. The Authority shall authorize a payment of a rebate request within 30 calendar days of receipt of a completed rebate request.

This letter authorizes Trustee, trust Services to withdraw the amount listed below from the Lender Name Loss Reserve Account (-xxxx) and deposit it to the CalCAP EVCS Rebate Account (-xxxx) for payment of the borrower rebate. Within 24 hours of this deposit please disburse these funds from the CalCAP EVCS Rebate Account to the mailing address listed below.

CalCAP Loan #	Lender Loan #	Business Name	Mailing Address	Rebate Amount

If you have any questions, please feel free to call CalCAP Manager at (000) 000-0000.

**SAMPLE FORM F.1  
(Standard Agreement)**

Sincerely,

Tim Schaefer  
Interim Executive Director

TS:Analyst Initials



**SAMPLE FORM F.2  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
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FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Contact Name	Trustee
Title	Trustee Title
Lender Name	Trust Company
Address	Address
City, State Zip	City, State Zip
	Email Address <b>(via email)</b>

**Re: Authorization of EVCS Rebate Payment - Borrower Name – Lender Held**

Dear Contact Name and Trustee:

Borrowers participating in the CalCAP EVCS Financing Program may file a Rebate Request under section 8078.7 of the CalCAP Regulations. The Authority shall authorize a payment of a rebate request within 30 calendar days of receipt of a completed rebate request.

This letter authorizes Lender Name to transfer the amount listed below from the Lender Name Loss Reserve Account (-xxx) to the Trustee, Trust Services CalCAP EVCS Rebate Account (-xxx) for payment of the borrower rebate.

Within 24 hours of the Lender Name’s transfer Trustee, Trust Services shall disburse these funds from the CalCAP EVCS Rebate Account to the mailing address listed below.

CalCAP Loan #	Lender Loan #	Business Name	Mailing Address	Rebate Amount

If you have any questions, please feel free to call CalCAP Manager at (000) 000-0000.

**SAMPLE FORM F.2  
(Standard Agreement)**

Sincerely,

Tim Schaefer  
Interim Executive Director

TS:Analyst Initials



**SAMPLE FORM G  
(Standard Agreement)**

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY**

Physical Address:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 94209  
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BETTY T. YEE  
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KEELY MARTIN BOSLER  
Director of Finance

**INTERIM EXECUTIVE DIRECTOR**

Tim Schaefer

Date

Trustee	Contact Name
Trustee Title	Title
Trust Company	Lender Name
Address	Address
City, State Zip	City, State Zip
Email Address (via email)	Email Address (via email)

**Re: Collateral Support Program Recapture/Review for [Borrower Name] [LLN #]**

Dear Contact Name and Trustee:

On [DATE], CPCFA approved the enrollment of CSP# [CalCAP #] in CalCAP Collateral Support. In accordance with the Collateral Support Program, [collateral support funds are subject to the Incremental Recapture Schedule in conjunction with the loan anniversary] [collateral support funds and any earned interest shall be returned to the Authority upon [the expiration of the support] [the complete payment of the loan] [at the request of the lender]].

By copy of this letter, Trustee, Trust Services is instructed to make the following transfers [and close the Collateral Support account]:

- 1) Transfer \$XXX from the Collateral Support account for [Borrower Name] [CSP LLR Account #] to the CPCFA CalCSP Program Fund Recapture Account #-xxx.
- 2) [Transfer [\$XXX] from the Collateral Support account for [Borrower Name] [CSP LLR Account #] to the CPCFA CalCSP Federal Fund Fee Account #-xxx.]
- 3) Transfer \$XXX plus any accrued and unpaid interest from the Collateral Support account for [Borrower Name] [CSP LLR Account #] to the CPCFA CalCSP Program Fund Idle Interest Earned Account #-xxx.



**SAMPLE FORM G**  
**(Standard Agreement)**

[These transfers should leave a total of \$XXX in the Collateral Support account for  
[Borrower Name]. If you have any questions, please feel free to call CalCAP Manager at  
(000) 000-0000.

Sincerely,

Tim Schaefer  
Interim Executive Director

Enclosures: Collateral Support Review/Recapture

Cc: CalCAP Compliance Officer

TS:Analyst Initials