CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

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www.treasurer.ca.gov/ctcac

REQUEST FOR PROPOSALS NO. CTCAC02-26

OPERATIONAL MODERNIZATION CONSULTING SERVICES

NOTICE TO PROSPECTIVE PROPOSERS

August 4, 2026

You are invited to review and respond to this Request for Proposals (RFP) No. CTCAC02-26, entitled Operational Modernization Consulting Services. The California Tax Credit Allocation Committee (CTCAC) is soliciting proposals from firms to support a comprehensive operational modernization effort. Recent assessments have identified significant operational challenges that limit CTCAC's efficiency and its ability to meet statewide housing coordination objectives. CTCAC workflows rely on "fragmented" systems and manual processes across three disconnected databases, resulting in inefficiencies, information leakage, and organizational silos. To address these challenges and advance CTCAC's strategic goals, the Committee seeks a qualified consultant to conduct an operational audit, develop a modernization roadmap, and provide transition oversight for future system and process implementation.

Proposals for these services must comply with the instructions included in this RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into the State of California ("State") will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online 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.

The response due date is August 24, 2026 at 5:00 pm.

Please submit one (1) unbound original and two (2) copies of your response to this RFP in hard copy form either in person or via U.S. mail or courier service to the department contact below:

California Tax Credit Allocation Committee
Attn: Anthony Zeto
915 Capitol Mall, Suite 280
Sacramento, CA 95814

If you have any questions related to this solicitation or should you need any clarifying information, please contact Anthony Zeto via email at Anthony.Zeto@treasurer.ca.gov.

Thank you for your interest in doing business with the California Tax Credit Allocation Committee.

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1. Purpose and Description of Services

1.1 Introduction

CTCAC administers the federal and state Low-Income Housing Tax Credit (LIHTC) programs and oversees the full lifecycle of affordable housing projects—from application intake and underwriting through placed-in-service processing and 55-year compliance monitoring.

Recent assessments have identified significant operational challenges that limit CTCAC's efficiency and its ability to meet statewide housing coordination objectives. CTCAC workflows rely on "fragmented" systems and manual processes across three disconnected databases, resulting in inefficiencies, information leakage, and organizational silos.

The 2022 CTCAC Strategic Plan further documented extensive overlap between CTCAC and the California Debt Limit Allocation Committee (CDLAC), including parallel project reviews, duplicative application processes, inconsistent regulatory oversight, and redundant staff workflows. The Plan calls for modernization of systems, standardized business processes, improved data integrity, and enhanced inter-agency coordination to support a unified statewide affordable housing strategy.

To address these challenges and advance CTCAC's strategic goals, the Committee seeks a qualified consultant to conduct an operational audit, develop a modernization roadmap, and provide transition oversight for future system and process implementation.

1.2 Purpose

The purpose of this RFP is to procure an experienced consultant to support CTCAC in implementing strategic modernization aligned with the 2022 Strategic Plan and the Committee's long-term organizational goals. Services will include:

- Conducting a full-lifecycle operational audit of CTCAC's application, underwriting, placed-in-service, and compliance processes to identify inefficiencies and redundant workflows.
- Supporting CTCAC's strategic initiative to implement modern systems that streamline workflows, improve data integrity, support performance measurement, and allow for coordinated tracking across programs.
- Identifying opportunities for inter-agency alignment with CDLAC, HCD, and CalHFA, consistent with Strategic Plan goals to consolidate overlapping processes and reduce duplicative reviews.
- Producing functional requirements and a modernization roadmap to support future system procurement and implementation.
- Providing transition support and quality assurance during implementation to safeguard critical program operations and maintain compliance with federal and state mandates.

1.3 Scope of Work

The Scope of Work includes two major phases.

Phase 1: Operational Audit & Modernization Roadmap

The consultant will conduct a comprehensive assessment of CTCAC's operations, systems, and inter-agency workflows. Activities include:

1. **Full-Lifecycle Operational Mapping**
   - Conduct discovery sessions and staff interviews across all CTCAC program areas.
   - Map existing workflows and identify bottlenecks, friction points, and inefficiencies.
   - Evaluate redundancies created by parallel CDLAC/CTCAC processes

2. **Inter-Agency Coordination Assessment**
   - Assess opportunities for alignment between CTCAC, CDLAC, the California Housing and Community Development Department (HCD), and the California Housing Finance Agency (CalHFA) workflows.
   - Ensure findings support the goals of the establishing a one-stop shop for affordable housing finance as defined by AB 519 and the Governor's Reorganization Plan that includes the establishment of the Housing Development and Finance Committee (HDFC).

3. **Data Environment Analysis**
   - Evaluate current databases, document management practices, and data integrity issues.
   - Identify gaps in reporting, searchability, database structure, and system compatibility

4. **Business Process and Regulatory Alignment Review**
   - Evaluate inconsistencies across processes and regulatory applications.
   - Recommend standardization and future "to-be" workflows aligned with Strategic Plan initiatives.

5. **Functional Requirements Development**
   - Develop detailed functional specifications for future solutions.
   - Ensure compatibility with Strategic Plan Objective 1 (system integration) and Objective 2 (data/document management).

6. Modernization Roadmap Delivery

- Produce a comprehensive roadmap that synthesizes findings and provides prioritized recommendations, timeline, dependencies, and change management strategy.

Phase 2: Strategic Transition Oversight & Quality Assurance

Upon State initiation of modernization implementation, the consultant will provide strategic oversight and subject-matter expertise. Responsibilities include:

1. Policy-to-Practice Translation

- Ensure solutions align with practical requirements of CTCAC's program staff.

2. Implementation Monitoring and Quality Assurance

- Validate configurations, workflows, migration plans, and data integrity.
- Ensure alignment with roadmap requirements and CTCAC operational needs.

3. Inter-Agency Liaison and Coordination

- Support communication and workflow alignment with CDLAC and other partners.
- Ensure consistency across regulatory, data, and application processes.

4. Risk Mitigation and Business Continuity Support

- Protect against disruptions to 4% and 9% application cycles and compliance mandates during system transition.

5. Change Management and Training Support

- Assist CTCAC in preparing staff for new workflows, data protocols, and system tools, supporting Strategic Plan initiatives 5.1–5.3.

1.4 Term of Agreement

The contract will be from October 1, 2026 (or upon approval by the Department of General Services, whichever is later) through September 30, 2027 with a dollar value not to exceed $250,000. CTCAC will have an option to extend the contract for 6 months and an additional $125,000.

2. Minimum Qualifications for Proposers

Proposing firms shall address the minimum qualifications stated below by completing Attachment 3 in Section E of the RFP. Failure to meet these minimum qualifications will cause your proposal to be considered non-responsive and the proposal will be rejected.

- Experience in LIHTC program operations, compliance, or underwriting
- Expertise in business process reengineering or workflow redesign
- Demonstrated success implementing or advising on technology modernization
- Understanding what is necessary to coordinate with various state agencies, such as HCD or CalHFA
- Ability to provide actionable, detail-oriented recommendations
- The firm(s) must be available to immediately assume services.
- Firm must be qualified to do business in California.

The firm selected must be technically and professionally capable of providing the services. The firm must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.

3. Proposal Requirements and Information

3.1 Key Action Dates

All firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times in the table below (all times listed are Pacific Time (PT)).

Date	Action
August 4, 2026	RFP available to Prospective Proposers
August 11, 2026 at 12:00 pm	Written Question Submittal Deadline
August 12, 2026	Answers to Written Questions Distributed
August 24, 2026 at 5:00 pm	Deadline for Proposal Submission
August 25-27, 2026	Evaluation of Proposals
August 28, 2026	Notice of Intent to Award
October 1, 2026	Anticipated Commencement of Contract

CTCAC reserves the right to change the above dates and times, and, if so, CTCAC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. CTCAC will also provide post updates online at https://www.treasurer.ca.gov/ctcac and https://caleprocure.ca.gov/. CTCAC also reserves the right not to award an agreement at all.

3.2 Questions and Answers

In the opinion of CTCAC, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, contact Anthony Zeto by email at Anthony.Zeto@treasurer.ca.gov. Firms may submit written questions, if any, no later than 12:00 pm on August 11, 2026.

A copy of the responses to all written questions received by 12:00 pm on August 12, 2026 will be posted online at www.treasurer.ca.gov/ctcac and https://caleprocure.ca.gov/ by close of business on August 12, 2026.

3.3 Content and Format of Proposals

Proposals must be organized in the format shown below and contain all of the information listed.

a. Executive Summary:

A brief overview of the proposal that includes the firm's understanding of CTCAC's goals and challenges, summary of the proposed approach, and key differentiators of the firm.

b. Detailed Work Plan and Schedule

The proposer shall provide a comprehensive work plan showing tasks and specific milestones by which progress can be measured, proposed timeline, staff responsible for each component, and assumptions and dependencies.

c. Proposed Team and Qualifications

Identify the project team and roles. For each key individual provide:

- Resume (as appendix)
- Specific experience with LIHTC, housing finance, compliance, or state programs
- Relevant modernization, workflow, or system implementation experience
- Time commitment to the project

d. Relevant Experience & References

Demonstrate the firm's capability and past performance by providing three (3) to five (5) examples of similar projects. Experience related to LIHTC, bond allocation processes, government modernization efforts, or regulatory compliance is highly preferred.

e. Cost Proposal

The proposer shall complete Attachment 6 detailing the costs for services.

3.4 Submission of Proposals

a) Proposals must 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 rejection of a proposal.

b) All proposals must be submitted in hard copy under sealed cover and received by CTCAC by 5:00 pm on August 24, 2026 unless CTCAC provides notice that the date has been changed. **Proposals received after this date and time will not be considered**. Proposals received by fax or email will be rejected.

c) A minimum of one (1) unbound original and two (2) copies of the proposal shall be mailed or delivered to the following address:

California Tax Credit Allocation Committee
Attn: Anthony Zeto
915 Capitol Mall, Suite 280
Sacramento, CA 95814

d) The original proposal must be marked **"ORIGINAL COPY"**. All documents contained in the original proposal package must have **original signatures** and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

e) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with **"DO NOT OPEN"**, as shown in the following example:

Request for Proposals No. CTCAC02-26
Operational Modernization Consulting Services
Firm Name
Firm Address
Contact Person and Phone Number
DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of the Firm must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

f) Proposals that omit the Minimum Qualification Certification that is included in Attachment 3 in Section 5 will not be considered. Proposals shall include each of the attachments (if applicable) on the Required Attachment Checklist in Section 5. Proposals that do not comply with the requirements of the RFP shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.

g) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

h) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CTCAC may reject any or all proposals and may waive an immaterial deviation in a proposal. CTCAC's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Firm from full compliance with all requirements if awarded the agreement.

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

j) The proposing firm is entirely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Such costs shall not be charged to CTCAC.

k) An individual who is authorized to bind the proposing firm contractually shall sign Required Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the Firm. An unsigned proposal may be rejected.

l) 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 the Key Action Dates in Section 3.1. The submission of a new proposal must comply with the requirements in this section. Proposal modifications offered in any other manner, oral or written, will not be considered.

m) A firm may withdraw its proposal by submitting a written withdrawal request to CTCAC, signed by the proposing firm or an authorized agent in accordance with Section 3.4(k). A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.

n) CTCAC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. CTCAC will also provide post updates online at https://www.treasurer.ca.gov/ctcac and https://caleprocure.ca.gov/.

o) Upon announcement and release of this RFP and until selection of a Contractor (and notice of intent to award the Agreement), proposing firms (or potential proposing firms) are not permitted to communicate with CTCAC staff with respect to the RFP except in connection with the process and procedures related to the RFP. Any communication must be directed to Anthony Zeto at Anthony.Zeto@treasurer.ca.gov.

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

q) Firms are cautioned against relying on CTCAC to discover and report any defects or errors in submitted documents. Before submitting a response to this RFP, firms must carefully review the proposal, correct all errors, and confirm compliance with the RFP requirements.

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

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

t) CTCAC will require the contractor to identify any conflicts of interest and we reserve the right to exclude such projects from the final contract.

3.5 Evaluation Process

a) An evaluation team will rate proposals on the basis of the following weighted factors. The CTCAC staff will review all eligible proposals (i.e., those that are received in the time and manner prescribed) to determine which ones meet the minimum qualifications specified in the RFP. Those proposals that meet the requirements shall be submitted to a CTCAC evaluation committee that will evaluate and score the proposals using the criteria specified below. As part of its final evaluation process, the evaluation committee may request oral presentations (either in person or by telephone). If this option is exercised, the CTCAC will provide firms with at least 48 hours' notice. Presenters from the firms must include the personnel who will have primary responsibility for the contract.

Criteria	**Maximum Points**
Technical Understanding & Approach	20
Demonstrated Experience	20
Work Plan Quality & Feasibility	20
Staff Qualifications	10
Cost Reasonableness	30
TOTAL MAXIMUM POSSIBLE POINTS	**100**

Percent of Maximum Score Allotted to Particular Weighted Criterion:

100%	Excellent response backed by demonstrated ability.
85%	Good response backed by demonstrated ability.
75%	Fair response backed by demonstrated ability.
60%	Poor response.
0%	Response does not demonstrate ability.

The lowest cost proposal, based on total cost from Attachment 6, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

(Lowest cost proposal / Other cost proposal) = (factor)

Cost points for Other cost proposal = (factor) X maximum cost points

EXAMPLE: A maximum of 30 points is available.

Lowest cost proposal = $187,500.00
Other cost proposal = $250,000.00

(Lowest cost proposal / Other cost proposal) =
$187,500.00 / $250,000.00 = ¾

Cost points awarded to Other = ¾ X 30 maximum points = 22.5 cost points

b) Tiebreaker - In the event two (2) or more responsive and responsible proposals earn the highest score, the contract will be awarded to the responsive and responsible proposal earning the higher score in Technical Understanding & Approach. If the scores for Technical Understanding & Approach are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score in Demonstrated Experience.

3.6 Award and Protest

a) Notice of the proposed award shall be posted in a public place at the State Treasurer's Office, 915 Capitol Mall, Sacramento, CA 95814, for five (5) working days prior to awarding the agreement. The notice will be posted at the entrance to Suite 280 and online at https://www.treasurer.ca.gov/ctcac.

b) If any firm, prior to the award of agreement, files a protest with CTCAC and the DGS Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) firm would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that the Firm submit any protest by contacting the Protest Coordinator at OLSProtests@dgs.ca.gov.

c) Within five (5) days after filing the initial protest, the protesting firm shall file with CTCAC and the DGS Office of Legal Services a detailed written statement specifying the grounds for the protest. It is suggested that this detailed written statement be submitted by certified or registered mail.

3.7 Disposition of Proposals

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

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

3.8 Agreement Execution and Performance

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

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

4. Preference and Incentive Programs

4.1 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 either be certified as a small business at the time the proposal is submitted. The Firm MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firm(s), and does not alter the amount of the actual proposals. Once each proposal has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal. Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website at https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise.

4.2 Non-Small Business or Microbusiness Preference

A five percent (5%) 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 proposal 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 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 small business subcontractors must be attached to the proposal 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 price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract for at least 25% of the net price with one or more California certified small businesses. Completed certification application required support documents must be submitted to the OSDS no later than 5:00 p.m. PT on the proposal 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 or can be found at the website at https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise. The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net price shall be 5% of either the lowest, responsive, responsible firm's price or the highest response, 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.

4.3 Disabled Veteran Business Enterprise (DVBE) Participation (OPTIONAL)

This solicitation provides an incentive for DVBE participation. Attachment 15 outlines the DVBE Incentive Program. Firms seeking the DVBE incentive must submit a completed Bidder Declaration (GSPD-05-105) (Attachment 12) that demonstrates DVBE participation and qualification for a DVBE incentive, with proposal submittal. Firms who have been certified by California as a DVBE must also complete and submit the DVBE Declarations, DGS PD 843. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is optional and at the discretion of the proposing firm. Questions regarding DVBE should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

Any contract awarded to a company committing to subcontract with a certified DVBE will follow requirements as provided in MVC 999.7 including compliance with the Std. 817 reporting process, and permanent withholds and deductions for non-compliance.

4.4 Target Area Contract Preference Act (TACPA)

This RFP provides an optional five to nine percent (5-9%) TACPA preference. Proposing companies are not required to apply for this preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

To obtain the TACPA preference, proposing companies will need to review the TACPA website and submit the appropriate documents with the proposal response.

Request a Target Area Contract Preference: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference. See Attachment 16 for additional information.

5. Required Attachments

For this proposal to be considered responsive, all applicable required attachments listed in Attachment 1 must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information and Key Action Dates (Refer to Attachment 1, Required Attachment Checklist).

ATTACHMENT 1: REQUIRED ATTACHMENT CHECKLIST

Complete this checklist to confirm the attachments. Place a check mark or "X" next to each item that you are submitting to the State. **For your proposal to be responsive, each of the following required attachments must be submitted with your proposal package**.

This checklist must be returned with your proposal package. **Submission of this required attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.**

Attachment	Attachment Name/Description
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Minimum Qualification Certification
_____ Attachment 4	Resumes of Key Personnel & Experience
_____ Attachment 5	Proposer References
_____ Attachment 6	Cost Proposal Worksheet
_____ Attachment 7	Payee Data Record (STD. 204)
_____ Attachment 8	Contractor Certification Clauses (CCC 04/2017)
_____ Attachment 9	Darfur Contracting Act Certification
_____ Attachment 10	California Civil Rights Laws Certification
_____ Attachment 11	Generative Artificial Intelligence (GenAI) Notification
_____ Attachment 12	Bidder Declaration (GSPD-05-105)
_____ Attachment 13	Small Business or Microbusiness Preference (if applicable)
_____ Attachment 14	Non-Small Business or Microbusiness Preference (if applicable)
_____ Attachment 15	California Disabled Veteran Business Enterprise (DVBE) Participation Program Instructions (if applicable)
_____ Attachment 16	Target Area Contract Preference Act (TACPA) (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. **Submission of this required attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.**

A. Place all required attachments behind this certification sheet.

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

C. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

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

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. **Signature**	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: ________________________	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ 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 Proposal/Proposer Certification Sheet by following the instructions below.

1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State’s Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11,12, 13	Must be completed. These items are self-explanatory.
14	If certified as a 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: MINIMUM QUALIFICATIONS CERTIFICATION

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

The firm certifies that it fulfills all of the minimum qualifications outlined in Section B of Request for Proposals No. CTCAC02-26 (the "RFP"). By signing this attachment, the firm also agrees to notify the California Tax Credit Allocation Committee (CTCAC) immediately upon its failure to continue to meet the minimum qualifications, if selected as the California certified general appraiser for CTCAC.

On behalf of ____, I certify that said firm
(Firm Name)
complies with the Minimum Qualifications set forth in Section 2 of the RFP.

______________________________	______________________________
(Authorized Signature of Firm)	(Firm Name)
______________________________	______________________________
(Print Name)	(Date)
______________________________	
(Title)	

ATTACHMENT 4: RESUMES OF KEY PERSONNEL & EXPERIENCE

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

Name of Firm:
Complete this required attachment AND attach professional resumes for each identified key personnel who will be directly involved in providing these services.

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

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

ATTACHMENT 5: PROPOSER REFERENCES

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

List below five (5) references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If five references cannot be provided, provide an explanation on an attached sheet of paper.

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

*Optional

REFERENCE 4			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

SUBCONTRACTOR REFERENCES (if applicable)

For services performed by your subcontractor(s) within the last five years, list below three (3) references for each subcontractor which are similar to the scope of work to be performed in this contract. If three references cannot be provided for each subcontractor, provide an explanation on an attached sheet of paper.

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

*Optional

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

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

*Optional

ATTACHMENT 6: COST PROPOSAL WORKSHEET

The total Contract amount may not exceed $250,000 for the Contract term, with an option to extend the contract for six additional months and an additional $125,000. Rates must remain unchanged throughout the entire term of the contract.

Name of Employee	Job Title or Classification	Task	Hours	Rate Per Hour	Extended Total

Total Cost $ _______________

***Note: Travel Costs will not be paid separately in this contract**

ATTACHMENT 7: PAYEE DATA RECORD (STD. 204)

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

All firms must complete the Payee Data Record (STD. 204) and include it with the proposal response. The Payee Data Record form can be accessed from the following link:

https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf

ATTACHMENT 8: CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

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

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.

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability,

as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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

ATTACHMENT 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.

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

Therefore, to be eligible to submit a bid or proposal, initial <u>ONLY ONE</u> of the following three options and complete the certification below:

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

OR

2. ______ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DSG) 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. ______ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

<u>CERTIFICATION.</u>

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. This certification is made under the laws of the State of California.

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

ATTACHMENT 10: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

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

ATTACHMENT 11: GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Government Code 11549.64 defines Generative Artificial Intelligence (GenAI) as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

Proposer must notify the State in writing if it:

1. Intends to provide GenAI as a deliverable to the State; or
2. Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
   (i) functionality of a State system,
   (ii) risk to the State, or
   (iii) contract performance.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) §4986.2 – Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

ATTACHMENT 12: BIDDER DECLARATION (GSPD-05-105)

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

All firms must complete the **Bidder Declaration (GSPD-05-105)** and include it with the proposal response. When completing the declaration, firms must identify all subcontractors proposed for participation in the contract. Firms awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Bidder Declaration (GSPD-05-105) can be accessed from the following link:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

ATTACHMENT 13: SMALL BUSINESS OR MICROBUSINESS PREFERENCE (IF APPLICABLE)

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must either be certified as a small business at the time the proposal is submitted. The Firm MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firm(s), and does not alter the amount of the actual proposals. Once each proposal has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal. Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

ATTACHMENT 14: NON-SMALL BUSINESS OR MICROBUSINESS PREFERENCE (IF APPLICABLE)

A five percent (5%) 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 proposal 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 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 small business subcontractors must be attached to the proposal 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 price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract for at least 25% of the net price with one or more California certified small businesses. Completed certification application required support documents must be submitted to the OSDS no later than 5:00 p.m. PT on the proposal 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 or can be found at the website at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.. The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net price shall be 5% of either the lowest, responsive, responsible firm’s price or the highest response, 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.

ATTACHMENT 15: CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOAL PROGRAM INSTRUCTIONS

(IF APPLICABLE)

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 from responsible proposers that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

Confirmed DVBE Participation of	DVBE Incentive
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 net price by the amount of DVBE incentive as computed from the lowest responsive net price submitted by a responsible proposer. 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.

Firms 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 **DGS PD 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. The completed form must be included with the proposal response.

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

RESOURCES AND INFORMATION*

U.S. Small Business Administration: Central Contractor Registration on-line database https://uscontractorregistration.com/	**FOR**: Service-Disabled Veteran-Owned Businesses in California
Local Organizations: DVBE local contacts https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise	**FOR:** List of Potential DVBE Subcontractors
Department of General Services, Procurement Division (DGS-PD) eProcurement: Website: https://caleprocure.ca.gov/ Phone: (916) 375-2000 Email: eprocure@dgs.ca.gov	**FOR:** • SB/DVBE Search • CSCR Advertisements • Training Modules
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/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise OSDS Receptionist: (916) 375-4940 PD Receptionist: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@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

Commercially Useful Function Definition

Military and Veterans Code section 999(b)

California Code of Regulations, title 2, section 1896.62(*l*)

ATTACHMENT 16: TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

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

This solicitation provides an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a five percent (5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a one to four percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532)
1% for 5-9% of workforce
2% for 10-14% of workforce
3% for 15-19% of workforce
4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the TACPA website and submit the appropriate documents with the proposal response.

TACPA Preference Request (STD 830)
Bidder's Summary of Contract Activities and Labor Hours (TACPA Form 526)

CTCAC will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If the award of an Agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

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 Tax Credit Allocation Committee

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

October 1, 2026 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

September 30, 2027

3. The maximum amount of this Agreement is:

$250,000.00 (two hundred fifty 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	3
Exhibit A, Attachment 1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Proposal	1
Exhibit C*	General Terms and Conditions (GTC 02/2025)	1
Exhibit D	Special Terms and Conditions	8
	RFP and Contractor's Response are incorporated by reference and made a 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

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.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
TBD	TBD	TBD	TBD

PRINTED NAME OF PERSON SIGNING	TITLE
TBD	TBD

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER SAMPLE	PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Tax Credit Allocation Committee			
CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 280	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Marina Wiant	TITLE 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. **Overview**

The Scope of Work includes two major phases.

Phase 1: Operational Audit & Modernization Roadmap

The consultant will conduct a comprehensive assessment of CTCAC's operations, systems, and inter-agency workflows. Activities include:

7. **Full-Lifecycle Operational Mapping**

- Conduct discovery sessions and staff interviews across all CTCAC program areas.
- Map existing workflows and identify bottlenecks, friction points, and inefficiencies.
- Evaluate redundancies created by parallel CDLAC/CTCAC processes

8. **Inter-Agency Coordination Assessment**

- Assess opportunities for alignment between CTCAC, CDLAC, the California Housing and Community Development Department (HCD), and the California Housing Finance Agency (CalHFA) workflows.
- Ensure findings support the goals of the establishing a one-stop shop for affordable housing finance as defined by AB 519 and the Governor's Reorganization Plan that includes the establishment of the Housing Development and Finance Committee (HDFC).

9. **Data Environment Analysis**

- Evaluate current databases, document management practices, and data integrity issues.
- Identify gaps in reporting, searchability, database structure, and system compatibility

10. **Business Process and Regulatory Alignment Review**

- Evaluate inconsistencies across processes and regulatory applications.
- Recommend standardization and future "to-be" workflows aligned with Strategic Plan initiatives.

11. **Functional Requirements Development**

- Develop detailed functional specifications for future solutions.

EXHIBIT A
(Standard Agreement)

- Ensure compatibility with Strategic Plan Objective 1 (system integration) and Objective 2 (data/document management).

12. Modernization Roadmap Delivery

- Produce a comprehensive roadmap that synthesizes findings and provides prioritized recommendations, timeline, dependencies, and change management strategy.

Phase 2: Strategic Transition Oversight & Quality Assurance

Upon State initiation of modernization implementation, the consultant will provide strategic oversight and subject-matter expertise. Responsibilities include:

6. Policy-to-Practice Translation

- Ensure solutions align with practical requirements of CTCAC's program staff.

7. Implementation Monitoring and Quality Assurance

- Validate configurations, workflows, migration plans, and data integrity.
- Ensure alignment with roadmap requirements and CTCAC operational needs.

8. Inter-Agency Liaison and Coordination

- Support communication and workflow alignment with CDLAC and other partners.
- Ensure consistency across regulatory, data, and application processes.

9. Risk Mitigation and Business Continuity Support

- Protect against disruptions to 4% and 9% application cycles and compliance mandates during system transition.

10. Change Management and Training Support

- Assist CTCAC in preparing staff for new workflows, data protocols, and system tools, supporting Strategic Plan initiatives 5.1–5.3.

1.4 Term of Agreement

The contract will be from October 1, 2026 (or upon approval by the Department of General Services, whichever is later) through September 30, 2027 with a dollar value not to exceed $250,000. CTCAC will have an option to extend the contract for 6 months and an additional $125,000.

EXHIBIT A
(Standard Agreement)

3. **Project Representatives**

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

State Agency: California Tax Credit Allocation Committee	Contractor:
Address: 915 Capitol Mall, Suite 280 Sacramento, CA 95814	Address:
Name: Marina Wiant	Name:
Phone: (916) 654-6340	Phone:
Email: Marina.Wiant@treasurer.ca.gov	Email:

EXHIBIT A, ATTACHMENT 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 in compliance with Exhibit A, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1.

B. Invoices shall include Agreement No. CTCAC02-26 and shall be submitted not more frequently than monthly in arrears to:

California Tax Credit Allocation Committee
Attention: Anthony Zeto
915 Capitol Mall, Suite 280
Sacramento, CA 95814
Anthony.Zeto@treasurer.ca.gov

The invoice shall be submitted by Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of Contractor and subcontractors and the hours allocated to those activities.

2) Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 9.

EXHIBIT B, ATTACHMENT 1
(Standard Agreement)

COST PROPOSAL

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 02/2025), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed 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 will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 7 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

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

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 will 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.

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.

EXHIBIT D
(Standard 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 Section 7 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 Section 7 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 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.

EXHIBIT D
(Standard Agreement)

15. Key Personnel

a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Exhibit A, Attachment 1. 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 and an amendment to this Agreement.
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 pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

EXHIBIT D
(Standard Agreement)

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**

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor 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 which is required, suggested, or otherwise deemed to be 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 will:

a. Violate any provision of the charter documents of Contractor;
b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
c. Violate, or be in conflict with, or constitute a default under, or 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.

EXHIBIT D
(Standard Agreement)

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 calendar 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 event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will 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 will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

EXHIBIT D
(Standard Agreement)

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 will 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.

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.

EXHIBIT D
(Standard Agreement)

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. <u>Labor Neutrality Policy</u>

CTCAC 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.
To remain ”neutral” means not to take any action or make any statement that will 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.

36. <u>Executive Order N-6-22 Russia Sanctions</u>

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.