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Environmental Protection

Air Resources Board

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Edmund G. Brown, Jr.
Governor

REQUEST FOR PROPOSAL Notice to Prospective Proposers RFP No. 10-407

January 14, 2011

You are invited to review and respond to this Request for Proposal (RFP) No.10-407, entitled, "Evaluation of Indirect Land Use Change (ILUC) Related Topics Including Land Cover Methods and New Biomass and Soil Carbon Estimates by Global Trade Analysis Project (GTAP) Regions and Agro-Ecological Zone (AEZ)." In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at <http://www.eprocure.dgs.ca.gov/cscrads.htm>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at <http://www.bidsync.com/help/bidsync/freebids.html>.

The Air Resources Board (ARB) deadline for receipt of proposals is **February 16, 2011, no later than 3:00 p.m.** Neither late-received nor faxed or emailed proposals are acceptable. **All late, faxed, and emailed proposals will be rejected** and returned to the potential proposer. Sealed proposals must be received on or before the date and time specified herein at the following location:

Mailing and Street Address:

Air Resources Board
Contract & Procurement Services Section
Attn: Sue Bayoneta
1001 I Street, 20th Floor
Sacramento, CA 95814

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

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

Contact: Sue Bayoneta
Phone: (916) 327-8215
Email: sbayonet@arb.ca.gov

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

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

Table of Contents

SECTION	PAGE
I. PURPOSE / BACKGROUND /SCOPE OF WORK	4
A) Purpose	4
B) Background	4
C) Scope of Work	5
II. PROPOSAL INSTRUCTIONS AND INFORMATION	5
A) Key Action Dates	5
B) Questions Regarding RFP Requirements	6
C) Submission of Proposals	6
D) Modification and Withdrawal of Proposals	8
E) Proposer Responsibilities	8
F) Signature	9
G) Disposition of Proposals	9
III. PROPOSAL REQUIREMENTS	10
A) Proposal Preparation	10
1) Title Page	10
2) Cover Letter/Letter of Commitment	10
3) Table of Contents	10
4) Abstract	10
5) Summary of Technical Approach	10
6) Project Schedule	10
7) Minimum Qualifications Explanation	10
8) Project Management Plan	10
9) Cost Detail	11
B) Proposal Submittals/Other Requirements	12
C) Additional Proposal Requirements	12
1) Responsive and Responsible Bidder	12
D) Minimum Qualifications	13
E) Sample Project Schedule	14
F) Socio-Economic and Preference Programs	14
IV. PROPOSAL SCORING	16
1) Scoring Criterion Guidelines	16
2) Technical Evaluation Criteria	17
3) Sample Proposal Evaluation Form	19
4) Cost Evaluation	21
V. EVALUATION, SELECTION, AND AWARD	21
A) Proposal Evaluation	21
B) Proposal Rejection	22
C) Notice of Proposed Award	23
D) Award	23
E) Standard Conditions of Service	23
F) Post-Award Contract Deliverables	24
ATTACHMENTS	
1. Required Attachment Checklist	25
2. Proposal/Proposer Certification Sheet	26
3. Proposer References Form	28
4. Cost Sheet	29
5. Payee Data Record (STD 204)	30
6. DVBE Bid Incentive Instructions	32

7. Bidder Declaration Form	36
8. Contractor Certification Clauses (GTC-307)	38
9. Darfur Contracting Act Certification	41
10. Sample Standard Agreement (STD 213):	42
Exhibit A, Scope of Work	43
Exhibit B, Budget Detail and Payment Provisions	48
Exhibit C, General Terms and Conditions (GTC-307)	50
Exhibit D, Special Terms and Conditions	51
Exhibit E, Additional Provisions	54
Exhibit F, Final Report Format	56

I. PURPOSE / SCOPE OF WORK:

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified persons who will report on land cover conversion methods and data appropriate for indirect Land Use Change (ILUC), and create new estimates of biomass and soil carbon stocks for each Global Trade Analysis Project (GTAP) region and Agro-Ecological Zone (AEZ) using Geographic Information System (GIS).

B. Background

The California Global Warming Solutions Act of 2006 (The Act), also known as Assembly Bill 32 (AB 32), establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reduction of greenhouse gases (GHG). AB 32 charges the Air Resources Board (ARB or the Board) as the agency responsible for monitoring and reducing GHG emissions to 1990 levels by 2020 and requires ARB to indicate how emissions reductions will be achieved from significant GHG sources via regulation, market mechanisms, and other actions. This project has an aggressive time line, as the Board has adopted the necessary regulations to implement that plan. Implementation begins no later than January 1, 2012, and the emissions reduction target must be fully achieved by January 1, 2020.

The Act recognizes that such an ambitious effort requires careful planning and a comprehensive strategy. Along with a deliberate approach, AB 32 recognizes that immediate progress in reducing GHG emissions can and should be made. Accordingly, the Act requires ARB to identify a list of “discrete early action greenhouse gas reduction measures.” Once on the list, these measures are to be developed into regulatory proposals, adopted by the Board, and made enforceable by January 1, 2010.

At its April 23, 2009, hearing, the Board approved the Low Carbon Fuel Standard (LCFS), directed by the Governor’s Executive Order S-01-07 as one of the early action items to be developed into a regulatory proposal. The LCFS creates a state-wide goal of reducing the carbon intensity of California’s transportation fuel by 10 per cent by 2020 and applies to all fuel providers, including refiners, blenders, producers and importers. Fuel lifecycle analysis, as one of the central tools of LCFS, must be inclusive of environmental impact estimates based on the entire life cycle of the products including land use, sustainability, and production of feedstock. This regulation went into effect after being adopted by the Office of Administrative Law on January 12, 2010.

In implementing the LCFS, several issues need to be addressed further. One of the issues under consideration is indirect effects analysis of transportation fuels regulated under the LCFS. ARB staff is tasked with refining the indirect effects analysis, especially indirect land use change discharges of greenhouse gases (GHG) for a variety of fuel pathways. An expert workgroup was convened to assist in refining these analyses. In order to build on the current analysis and fill data gaps, additional support is necessary. To help ARB in implementing the recommendations of the expert workgroup, the contractor shall provide support to carry out the necessary technical analyses.

This document describes work supporting the implementation of the LCFS and shall be provided by the contractor to the California Air Resources Board (ARB).

C. Scope of Work

Over the duration of the contract, the contractor will provide the ARB Stationary Source Division technical and advisory support in the effort to develop and implement California's Low Carbon Fuel Standard. This will include reporting on land cover conversion methods and data appropriate for ILUC, and creating new estimates of biomass and soil carbon stocks for each GTAP region and AEZ using GIS. The contractor shall serve as principal investigator and be responsible for overall project management and communication with ARB staff. The contractor shall perform the following tasks identified in the detailed Scope of Work contained in the Draft Contract included as **Attachment 10**.

The duration of this agreement is 12 months. The ARB has a maximum budget allocation of \$50,000.00 to complete this project. Proposals that exceed \$50,000.00 will not be considered and will be deemed non-responsive and ineligible for award.

II. PROPOSAL INSTRUCTIONS AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the proposer to carefully read and follow all proposal requirements within this Request for Proposal (RFP). Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. ARB reserves the right to modify the RFP and/or change the date and time at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the California State Contracts Register.

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

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
RFP available to prospective proposers	01/14/11	N/A
Written Questions Submittal Deadline	01/28/11	5:00 p.m.
Questions and Answers Addendum Posted	02/08/11	
Final Date for Proposal Submission/Receipt by ARB	02/16/11	3:00 p.m.
Review/Evaluation of Proposals	02/17- 02/18/11	
Posting of Intent to Award Notice(s) (Notice is posted for five days)	02/22/11	N/A
Last Day to Protest	02/28/11	N/A

Contract forms sent to Successful Proposer	03/01/11	N/A
Signed Contracts returned to ARB for counter signature	03/11/11	N/A
Contracts Approved & Executed – work begins	Approximately 03/21/11	N/A
Project Complete	12 months after work starts	N/A

Dates listed above are estimates only, and subject to change at ARB's sole discretion. The date for Work Begins/Start Date shall not be considered as the actual start date of the contract/agreement. Proposed award of agreement is dependent upon ARB internal processing procedures and if required, the approval by the California Department of General Services (DGS). No work shall begin until all required approvals and signatures are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be received by the date indicated in Section II.A. Key Action Dates and directed by email to:

Air Resources Board
Contract & Procurement Services Section
Attn: Sue Bayoneta
Email: sbayonet@arb.ca.gov

Answers to all questions submitted will be in the form of an addendum posted to the DGS California State Contracts Register (CSCR) website <http://www.eprocure.dgs.ca.gov/cscrads.htm> on the date indicated in Section II.A. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

C. Submission of Proposals

Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.

The original proposal must be double sided and 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.** The signature must indicate the title or position that the individual holds in the firm. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings such as spiral binding, 3-hole punch, etc.).

All proposals must be submitted under **sealed** cover, labeled or identified appropriately, and sent to the Air Resources Board by the dates and times shown in

Section II. A., **Key Action Dates**. Proposals received after this date and time will not be considered.

A minimum of **six (6) sets** of the proposal must be submitted that includes one (1) original and five (5) copies. For the Administrative portion, only one (1) original is required for submission.

Responses to this RFP shall be submitted in a sealed package/envelope. The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN," as shown in the following example:

SEALED PACKAGE/ENVELOPE	
Company Name Address	
RFP No. 10-407 <i>Evaluation of ILUC Related Topics</i>	
PROPOSAL	DO NOT OPEN

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

- All proposals shall include the documents identified in Required Attachment Checklist (**see Attachment 1**). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- Time of delivery is of the essence and must be adhered to. Any proposal received after the due date and time deadline will be rejected by ARB as not complying with a mandatory requirement of this RFP. **NOTE:** Postmark time is **NOT** acceptable.
- All correspondence or invoices must show the RFP or contract number and Project Title.
- If your proposal is hand delivered, it is recommended that you contact the contract analyst to insure your proposal is received prior to the bid submittal deadline.
- Mail or deliver proposals to the following address:

Air Resources Board
ASD-Contract & Procurement
Services Section
Attn: Sue Bayoneta
1001 I Street, 20th Floor
Sacramento, CA 95814

D. Modification and/or Proposal Withdrawal

1. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A proposer may withdraw its proposal by submitting a written withdrawal request to ARB signed by the proposer or an agent authorized in accordance with Section III. F, titled "Signature." A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

E. Proposer Responsibilities

1. Before submitting a response to this solicitation, Proposer(s) should review, correct all errors, and confirm compliance with the RFP requirements.
2. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to ARB. This includes, but is not limited to: delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose unless expressly included and itemized in the proposal solicitation.
3. Prior to submission of proposal, proposer shall examine any drawings, specifications, and instructions or other materials required and included in the proposal package to ensure that they meet all the requirements stated in RFP.
4. It is the **proposer's responsibility** to promptly notify ARB contract analyst identified in the solicitation, by phone, letter, fax, e-mail, or visit, if the proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by ARB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question period referenced in the Key Action Dates. All such correspondence received after the question submittal deadline will not be considered.
5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses as listed on www.dgs.ca.gov/contracts. See **Attachment 8**.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. It is the proposer's responsibility to review all attachments and information to ensure that it appropriately responds to this RFP and to understand the terms and conditions under which he/she would be responsible should it receive a contract award.
8. The successful proposer must provide evidence, such as resumes, letters of reference and project summaries that highlight the team's specific experience in

integrating land use and carbon cycle science to estimate emission factors, using remote sensing data products to estimate land conversion. The evidence must illustrate that they have the qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Proposers must complete the Proposer References Form, **Attachment 3**.

Proposer must own a legitimate business and be registered in the State of California as such and to operate said business in the State. All business entities doing business within the State and not operating as a corporation or partnership must be registered with the appropriate jurisdiction. All businesses will have to be registered with the Secretary of State or appropriate State jurisdiction prior to date of contract award. All businesses not registered with the appropriate jurisdiction or with the Secretary of State prior to award date will be deemed non-responsive and ineligible for contract award.

9. The selected proposer must provide proof of insurance for workers' compensation/ employer's liability and general liability coverage for all its employees who will be engaged in the performance of the contract. See **Attachment 10**, Draft Standard Agreement, Exhibit D.
10. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

F. Signature

1. An individual who is authorized to bind the bidding firm contractually shall sign the required Cover Letter for the proposal and the Proposer Certification Sheet, **Attachment 2**. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
2. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm and must be duly authorized to sign the contract/agreement if selected for award.

G. Disposition of Proposals

1. Upon proposal receipt, all original documents submitted in response to this RFP will become the property of the State of California and ARB, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). The following information shall be kept from public review unless mandated by Judicial Order: confidential information, such as social security numbers, medical information trade secrets, copyrighted materials and other information deemed non-releasable by the Public Records Act.
2. Proposal packages (copies) may be returned only at the proposer's expense, unless such expense is waived by ARB.

III. PROPOSAL REQUIREMENTS

A. Proposal Preparation

Proposals must be printed on both sides. To conserve paper, please use single or one-and-a-half spacing. Please do not include lengthy, oversized company brochures. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).

The proposal must contain the following components, information and documents as outlined below:

1. Title Page

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

- a) The title of the proposal, which must be the same as the title of the RFP; and
- b) Date of proposal.

2. Cover Letter / Letter of Commitment

This introductory letter must be on the company's letterhead and include the following information and statements:

- a) A statement that the proposal was prepared for ARB;
- b) The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
- c) The name, title, and signature of a company official authorized to bind the proposal.

3. Table of Contents

4. Abstract

A one-page abstract of the proposed project briefly summarizing the main points of the various sections of the proposal.

5. Summary of Technical Approach

A concise and detailed narrative outlining the goals and key items in the proposal including the proposer's technical approach and methodology to the work, deliverables, and the features and benefits of the proposal.

6. Project Schedule. A comprehensive calendar of the entire project from the submission of the bid to the completion of the project. The calendar must include timeframes for each major task, highlighting the milestones, critical paths and responsible party for each.

7. Minimum Qualifications Explanation. Outline and provide detailed information as to how each of the minimum qualifications have been met, and to what extent, if any, the minimum qualifications have been exceeded. (See Section IV.D) Evidence such as resumes, letter of reference, and project summaries that highlights the team's specific experience, will be reviewed and evaluated.

8. Project Management Plan. A project management plan including the management structure and project organization, including key personnel and number of hours devoted to each task.

9. **Cost Detail.** The proposed work shall be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal. Use **Attachment 4** Proposers Cost Sheet for all costs.

The cost portion of the proposal must include, at a minimum, the information described below:

Summary – concise write-up itemizing estimated costs for all tasks and deliverables.

Cost Spreadsheet – This contract is a firm fixed-cost contract. All costs must be provided for each task and deliverable.

- **Labor** – List total number of hours and hourly billing rate for each level of professional staff. List direct labor rates, overhead rate and amount, and fringe benefit rates and amounts. List administrative rates and amounts.
- **Itemized Tasks** – Provide cost of each task and/or deliverable listed in Section 1, C, Scope of Work.
- **Other Direct Costs** – This category may include such items as postage, mailing, courier, printing/reproduction costs, etc. Provide basis of estimate for these costs.
- **Travel Costs** – Indicate amount of travel cost and basis of estimate to each destination, purpose of trip, airline fare and/or mileage expense, and per diem costs lodging costs and car rental. Travel costs must be in accordance with the State of California Department of Personal Administration (DPA) guidelines used for State employee travel. **All such travel costs and per diem rates shall not exceed those paid to State employees. All such travel costs and per diem rates that exceed those set by DPA shall be borne by the winning proposer.**

Travel costs include expenses incurred by employees for transportation, lodging, subsistence, and related items while traveling on official business necessary for the contract. Travel expenses and per diem rates for the Secondary contractor and any subcontractors must be set at the same rate specified by the California Department of Personnel Administration (DPA) for State employees. It is the Contractor's responsibility to know and abide by the State rate established by DPA. Proposer must describe the purpose and duration of each trip and explain why the travel is necessary.

- **Subcontracts/Subcontractors**

The breakdown and itemization of subcontract costs shall follow the same format as outlined above. If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State.

B. Proposal Submittals/Other Requirements

1. The proposer must complete the Proposal/Proposer Certification Sheet (**Attachment 2**). This is a **mandatory submittal** and failure to submit this attachment may cause the proposer to be ineligible for award.
2. Other Required Submittals:
 - a) Proposer References Form (see **Attachment 3**)
 - b) Std. 204 Payee Data Record (see **Attachment 5**)
 - c) Bidder Declaration Form (see **Attachment 7**)
 - d) Darfur Act Form (see **Attachment 9**)

C. Additional Proposal Requirements

Proposals and proposers must meet all of the minimum qualification requirements stated in the RFP. Each proposal will first be reviewed to ensure that the proposal is received by date and time specified; contains all the required documents; meets the format requirements specified; and meets the minimum qualifications. A responsive proposal from a responsible bidder is one that meets the definitions as stated below. All proposals that are deemed to be considered responsive from a responsible bidder shall be scored as part of Phase II.

1. Responsive and Responsible Bidder

In order to be eligible for award, a proposal must be evaluated as responsive to all RFP requirements, and the bidder/proposer must be evaluated as responsible, both of which are defined below.

a. Definition of Responsive/Compliant Proposal:

A proposer's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract. This includes but is not limited to, a proposal that complies with all RFP instructions and requirements, and includes all required documentation such as, but not limited to: drawings, plans, specifications, references as stated in RFP, signed and completed certifications, or other documents requested and/or required within the time and date specified in this RFP.

A non-responsive proposal is one that does not meet the requirements stated in the RFP, fails to provide all required documents/attachments, or proposals that deviate substantially from requirements. *A proposal that changes the terms and conditions of the RFP or the contract provisions will be considered a counterproposal and will be rejected as non-responsive.*

b. Definition of Responsible Bidder/Proposer:

The question of whether a particular proposer is a responsible proposer involves an evaluation of the proposer's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. If determined to be not a responsible proposer, your proposal will be rejected.

In determining whether a proposer is a responsible proposer, the ARB may require proposer(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require. Bidders may be requested to provide artifacts of financial history to support the financial stability of the company.

D. Minimum Qualifications

Proposers and proposals must meet the minimum qualifications in order to be further evaluated and considered for award. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

1. Minimum Qualifications

The Technical Proposal must contain a section outlining how the proposer meets the minimum qualifications, and provide a cross reference to the appropriate resumes submitted as required for the "Personnel" component.

a) For land cover conversion methods and data appropriate for ILUC:

1. At least one member of the team must hold a Ph.D. in a discipline related to environmental science and must have published at least five (5) peer-reviewed articles related to land use. Proof of a Ph.D must be submitted with proposal.
2. At least one member of the proposer's team must have at least two (2) years of professional experience in using remote sensing data products to estimate land conversion.
3. At least one member of the proposer's team must have at least two (2) years experience in integrating land use and carbon cycle science to estimate emission factors for ARB LCFS.

b) For New Biomass and Soil Carbon Estimates by GTAP regions and AEZ:

1. At least one member of the proposer's team must have at least two (2) years of professional experience in the development and use of statistical and GIS models to quantify and predict the consequences of tropical deforestation and agricultural expansion.
2. At least one member of the proposer's team must have at least two (2) years of experience in mapping biomass carbon stocks and estimating emissions from land use change.

E. Sample Project Schedule

A comprehensive calendar of the entire project must be presented with your proposal. Following is only a sample table of some milestones that should be included in the project schedule.

TASK	RESPONSIBLE PARTY (Prime or Subcontractor)	DATE OF COMPLETION
Kickoff Meeting	Prime contractor, subcontractor, ARB	
Task 1. Land cover conversion methods and data appropriate for ILUC	Prime contractor	
Draft and Final Report	Prime contractor	
ARB Review	ARB	
Task 2. New Biomass and Soil Carbon Estimates by GTAP regions and AEZ	Prime Contractor	
Draft and Final Report	Prime Contractor	
ARB Review	ARB	
Final Technical Report Submission	Prime Contractor	
ARB Review	ARB	

F. Socio-Economic and Preference Programs

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

This solicitation does not require a minimum amount of Disabled Veteran Business Enterprises (DVBE) participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE.

If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid incentive, provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation, as identified on **Attachment 7**, titled Bidder Declaration GSPD-05-105 and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation in accordance with the sample provided below (see Table 1: High Score Method Sample, percentages will remain the same although the points may change depending on the point values assigned to this solicitation). For more information on this program, please see **Attachment 6** titled, "California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions."

2. Small Business or Microbusiness Preference - Optional

If Proposer is claiming the 5 percent certified Small Business or micro business preference, or is committing to subcontract 25 percent or more of their net bid price to one of more Certified Small Businesses or micro-businesses, complete

Attachment 7 (GSPD-05-105 Bidder Declaration) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

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

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

3. Darfur Act Certification – Mandatory

Please complete and submit with your proposal **Attachment 9**.

4. Preference and Incentive Application

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

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

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

Possible Maximum 60 points
DVBE incentive calculated as follows:

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

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

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

IV. Proposal Scoring

Proposals that meet the minimum qualifications of this RFP will be scored in accordance with the following Rating Criteria.

1. Scoring Criterion Guidelines

NOTE: There will be no individual sheets, no written scores, and no written notes.

The evaluation team shall determine a consensus scoring for each item, based on the team's verbal discussion of each proposer's responses. To determine the consensus scoring, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

The evaluation team will abide by the following Scoring Methodology:

% of Points Awarded	Interpretation	General Basis for Point Assignment
0%	Inadequate	Fails to address the requirement(s) being scored or proposer does not describe any experience related to the requirement(s). The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Minimally addresses the requirement(s) being scored, but one or more major considerations of the requirement(s) are not addressed, or addressed in such a limited way that it results in a low degree of confidence in the proposed

		solution.
70%	Adequate	Proposal response (i.e. content and/or explanation offered) is adequate to meet ARB's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
80%	Good	Proposal response fully addresses the requirement(s) being scored. Good degree of confidence in the contractor's response or proposed solution. Minimal weaknesses are acceptable.
90%	Excellent	Proposal response fully meets ARB's needs, requirements, or expectations with a high degree of confidence in the contractor's response or proposed solution. Proposer offers one or more enhancing features, method, or approach exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the contractor's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach, or an exceptional solution.

The Evaluation Criteria listed below specify the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score. Numbers will be rounded up or down to a full digit (e.g., 4.5 will be rounded up to 5, and 4.4 will be rounded down to 4).

2. **Technical Evaluation Criteria** (100 points)

The following criteria will be used by reviewers evaluating proposals submitted in response to this RFP:

- a) **Clarity and Organization of Proposal (5 points).** This criterion will assess whether the proposal is presented in a clear, organized manner that facilitates the evaluation process.
- b) **Experience (55 points):** For this criterion, reviewers will rate the proposer's experience and breadth of knowledge of previous experience required and needed to accomplish the goals as outlined in this RFP including meeting the Minimum Qualification Requirements. Were resumes submitted for each professional and tasks to be performed outlined? Reviewers will also award a higher percentage of points for exceeding the minimum qualifications.
- c) **References (10 points):** References will be contacted to assess the proposer's performance on previous projects. One evaluator will call the reference and will share the results with the other evaluators.
- d) **Management Plan and Project Schedule (5 points):** For this criterion, reviewers will consider the following aspects of the proposals: availability of key personnel

and number of hours devoted to each task (individual efforts as well as task totals); the feasibility of the project schedule, and proposed methods for measuring project progress against the plan. Reviewers will base their ratings on answers to at least these questions: Does the proposal allocate time and resources in such a way that the objectives of the project will be met? Is supervision and oversight adequate for ensuring that the project will remain on schedule? Is the distribution of workload appropriate for activities such as data analysis, report preparation, meetings, and travel?

- e) **Technical Approach to the Work (25 points):** The purpose of this criterion is to provide proposers the opportunity to demonstrate their knowledge in the subject of the RFP and to lay the groundwork for the actual work to be performed for this project. This portion of the proposal should spell out the work plan, in adequate detail, exactly what the firm proposes to do to satisfy the requirements of the RFP. Also, as part of the criterion, proposers should demonstrate their understanding of the questions or needs that ARB is seeking to have addressed. The technical approach and work plan are considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be compared against the RFP to ensure that all specified tasks and deliverables are responsive.

3. Sample Proposal Evaluation Form

Name of Proposer:

Name of Evaluator: _____ **Date:** _____

MINIMUM QUALIFICATIONS			Yes/No
The proposal contains an explanation outlining how the proposer meets the minimum qualifications, and provide a cross reference to the appropriate resumes submitted, as required for the "Personnel" component.			
For land cover conversion methods and data appropriate for ILUC: 1. At least one member of the team must hold a Ph.D. in a discipline related to environmental science and must have published at least five (5) peer-reviewed articles related to land use. Proof of a Ph.D must be submitted with proposal. 2. At least one member of the proposer's team must have at least two (2) years of professional experience in using remote sensing data products to estimate land conversion. 3. At least one member of the proposer's team must have at least two (2) years experience in integrating land use and carbon cycle science to estimate emission factors for ARB LCFS.			Yes/No

For New Biomass and Soil Carbon Estimates by GTAP regions and AEZ:			Yes/No
1. At least one member of the proposer's team must have at least two (2) years of professional experience in the development and use of statistical and GIS models to quantify and predict the consequences of tropical deforestation and agricultural expansion.			
2. At least one member of the proposer's team must have at least two (2) years of experience in mapping biomass carbon stocks and estimating emissions from land use change.			
If proposer has met all administrative requirements, and meets all minimum qualifications above, then a panel of three (3) or more individuals will evaluate the proposer's submittal for the following items.			
<i>If minimum qualifications are NOT met, STOP HERE</i>			
<i>Scoring Items</i>			
1. CLARITY AND ORGANIZATION OF PROPOSAL RESPONSE	% of Points Awarded	Points Available 5	Points Awarded
Is the proposal presented in a clear, organized manner that facilitates the evaluation process?			
2. EXPERIENCE		Points Available 55	Points Awarded
Rate the proposer's experience and breadth of knowledge of previous experience required and needed to accomplish the goals as outlined in this RFP. Also award points for exceeding the minimum qualifications			
3. REFERENCES		Points Available 10	Points Awarded
References will be contacted to assess the proposer's performance on previous projects.			
4. MANAGEMENT PLAN AND PROJECT SCHEDULE		Points Available 5	Points Awarded
Ratings for: availability of key personnel and number of hours devoted to each task (individual efforts as well as task totals); feasibility of the project schedule; and proposed methods for measuring project progress against the plan. Reviewers will base their ratings on answers to at least these questions: Does the proposal allocate time and resources in such a way that the objectives of the project will be met? Is supervision and oversight adequate for ensuring that the project will remain on schedule? Is the distribution of workload appropriate for activities such as data analysis, report preparation, meetings, and travel?			
5. TECHNICAL APPROACH TO THE WORK		Points	Points

		Available 25	Awarded
Has proposer demonstrated their knowledge in the subject of the RFP? Has the proposal spelled out the work plan, in adequate detail, exactly what the firm proposes to do to satisfy the requirements of the RFP? Has proposer demonstrated their understanding of the questions or needs that ARB is seeking to have addressed? This part of the proposal will be compared against the RFP to ensure that all specified tasks and deliverables are responsive.			
TOTAL TECHNICAL POINTS		Maximum Available 100	SCORE
TOTAL COST POINTS		Maximum Available 100	SCORE
GRAND TOTAL (Technical +Cost)		Maximum Available 200	SCORE

4. Cost Evaluation (100 points)

The cost is weighted 50 percent of the total points available. Each bidder's cost score will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available (100), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

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

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$200,000}{\$350,000} \times 100$	57
B	\$325,000	$\frac{\$200,000}{\$325,000} \times 100$	62
C	\$300,000	$\frac{\$200,000}{\$200,000} \times 100$	100

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	57	138
B	86	62	148
C	92	100	192

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

Preferences will be applied as required to eligible proposals. Please see Section IV.F Socio-Economic and Preference Programs.

V. EVALUATION, SELECTION AND AWARD

A. Proposal Evaluation

1. ARB will conduct an administrative evaluation in accordance with the RFP requirements to determine a proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the proposer meets the minimum qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, proposers may be requested to provide additional documentation.
2. ARB will also conduct a technical evaluation that will be performed by an evaluation committee consisting of ARB employees using the consensus scoring methodology. If deemed necessary, independent academic, technical, or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not be voting members of the panel nor will they participate in the evaluation process.
3. Award will be based on the highest scoring proposal. Contract shall be awarded to the proposer with the highest score and who meet the goals of the project outlined in this RFP.

B. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter-proposal and will be rejected.
3. ARB reserves the right to reject any or all proposals for any reason. The State may reject any or all proposals and may waive any deviation deemed immaterial in a proposal. The State's waiver of an immaterial deviation shall in

no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement. All deviations will be examined to determine whether the deviation is immaterial (e.g., errors in mathematical computation or spelling). **A material deviation will cause rejection of the proposal. A proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.** If a deviation is deemed immaterial, then the proposal will be processed as if no deviation has occurred.

4. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the date and time specified in Section II.A, “**Key Action Dates**” will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section IIIA. All such proposals received past the date and time will not be accepted.

C. Notice of Proposed Award

Notice of the proposed award(s) shall be posted in a public place in the lobby on the 1st Floor of the Cal/EPA building at 1001 I Street, Sacramento, California.

Proposers may protest the proposed award(s) within five working days of the posting of the Intent to Award by filing a notice of protest with the Air Resources Board and the Department of General Services, Office of Legal Services. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

1. Protest notices should contain full contact information, including a fax number, and must be filed with:

Air Resources Board Contract & Procurement Services Section Attention: Manager 1001 I Street, 20 th Floor Sacramento, CA 95814 Phone Number: (916) 322-8524 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
--	--

2. Within five (5) calendar days after filing the protest notice, the protesting Proposer shall file with the Department of General Services, Office of Legal Services, and the Air Resources Board a detailed written statement specifying the grounds for the protest.

D. Award

The winning proposer(s) will receive a fully executed contract with all necessary attachments, language, including proposal, etc. Proposers should carefully read entire contract and shall sign contract and all required attachments if selected.

E. Standard Conditions of Service

1. Service shall be available on the expressed date set by ARB and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, ARB, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. The State does not accept alternate contract language from a prospective contractor. All the contract terms and conditions, including the State's General Terms and Conditions (GTC) and Contractor Certification Clauses (CCCs) are non-negotiable. The GTC and CCCs may be viewed at this Internet site www.dgs.ca.gov/contracts.

4. No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and the Department of General Services, if required.
5. Payment will be rendered upon completion, acceptance of each task/milestone outlined in the RFP. The state may be invoiced no more than quarterly in arrears. ARB will not under any circumstances issue any type of advance payment, in any amount.

F. Post-Award Contract Deliverables

See **Attachment 10**, Draft Agreement, Exhibit A, for all contract deliverables.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST
For RFP # 10-407

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section III. C regarding "Responsive/Compliant Proposal" and "Responsible Bidder/Proposer."

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (include this list with your proposal package)
_____ Attachment 2	Proposal/Proposer Certification Form
_____ Attachment 3	Proposer References Form
_____ Attachment 4	Contractor's Cost Sheet
_____ Attachment 5	Std. 204 Payee Data Record
_____ Attachment 6	DVBE Bid Incentive Instructions (Informational Only)
_____ Attachment 7	Bidder Declaration GSPD-05-105
_____ Attachment 8	Contractor Certification Clause (CCC 307)
_____ Attachment 9	Certification of Compliance with the Darfur Contracting Act (Your proposal will be disqualified unless you include this form with either paragraph # 1 OR # 2 initialed or paragraph # 3 initialed and certified.)

ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. All required attachments are included with 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. Completion of this attachment does not preclude the State from confirming and verifying all information submitted and evaluating for compliance with the solicitation requirements.

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 Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		
c. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
d. Non-small business subcontracting 5% to a small business Yes ☐ No ☐ _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

Instructions for Proposal/Proposer Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State'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 your firm holds a California license/certification which are required for this bid.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	<i>If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If non-small business sub-contracting for 25 percent of the net amount of the contract, place a check in the "Yes". 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 OSBCR.</i>

ATTACHMENT 3
PROPOSER REFERENCES FORM

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

Complete the below table listing information for three references illustrating at least three years of work experience of a technical or scientific nature. If three references cannot be provided, please explain why 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

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

REFERENCE 3

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

ATTACHMENT 4
CONTRACTOR COST SHEET

Sample Only

Description of Task/Service	Number of Hours	Hourly Rate	Total Costs
Task 1 - Personnel			
Task 2 - Personnel			
Subcontractors			
Other Direct Costs (reports, printing, mailing, etc.)			
Travel			
Other			
Total Amount of Cost Offer			

PAYEE DATA RECORD

STD 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)								
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS						
	MAILING ADDRESS	BUSINESS ADDRESS							
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE							
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____ ☐ PARTNERSHIP CORPORATION: ☐ ESTATE OR TRUST ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS ☐ INDIVIDUAL OR SOLE PROPRIETOR _____ ENTER SOCIAL SECURITY NUMBER: _____ (SSN required by authority of California Revenue and Tax Code Section 18546)		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
4 PAYEE RESIDENCY STATUS	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.								
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</th><th>TITLE</th></tr> <tr> <td>SIGNATURE</td><td>DATE</td></tr> <tr> <td></td><td>TELEPHONE ()</td></tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE ()								
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (_____) _____ Fax: (_____) _____ E-mail Address: _____								

Attachment 5 (page 2)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKS, EXCEL 9/22/2004)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

ATTACHMENT 6 CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(09/03/09)

Please read the instructions carefully before you begin.

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

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

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

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

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

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

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

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

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

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

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

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

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: **DVBE Local Contacts** (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation**. For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- **DVBE Trade Paper Listing** (New 02/09) (pdf)
- **DVBE Focus Paper Listing** (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

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

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD **EProcurement**
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

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

DGS-PD **Office of Small Business and DVBE Services (OSDS)**
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

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

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

- o Is responsible for the execution of a distinct element of the work of the contract.
- o Carries out the obligation by actually performing, managing, or supervising the work involved.
- o Performs work that is normal for its business services and functions.
- o Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

ATTACHMENT 7

State of California—Department of General Services, Procurement Division

Solicitation Number _____

GSPD-05-105 (REV 8/09)

BIDDER DECLARATION

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

- a.** Identify current California certification(s) (**MB, SB, SB, NVSA, DVBE**): _____ or None _____
- b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51 percent of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT 8

Contractor Certification Clauses

CCC-307

CERTIFICATION

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

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

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply

with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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.

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

ATTACHMENT 9 DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 10 DRAFT CONTRACT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER 10-407
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
Air Resources Board (ARB)

CONTRACTOR'S NAME
(Contractor)

2. The term of this Agreement is: Upon Final Approval through April 30, 2012

3. The maximum amount of this Agreement is: \$

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

Exhibit A – Scope of Work	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B, Attachment I, Contractor's Cost Sheet	X pages
Exhibit C* – General Terms and Conditions (GTC-610, effective date 6/9/10)	On-line
Exhibit D - Special Terms and Conditions	X pages
Exhibit E – Additional Provisions	X pages
Exhibit F – Report Format	X pages

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Air Resources Board

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1001 I Street, 20th Floor, Sacramento, CA 95814

**California Department of
General Services Use Only**

☒ Exempt per: SCM, Vol. 1 4.04
5.b.

EXHIBIT A

SCOPE OF WORK

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified persons who will report on land cover conversion methods and data appropriate for indirect Land Use Change (ILUC), and create new estimates of biomass and soil carbon stocks for each Global Trade Analysis Project (GTAP) region and Agro-Ecological Zone (AEZ) using Geographic Information System (GIS).

II. BACKGROUND

The California Global Warming Solutions Act of 2006 (The Act), also known as Assembly Bill 32 (AB 32), establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reduction of greenhouse gases (GHG). AB 32 charges the Air Resources Board (ARB or the Board) as the agency responsible for monitoring and reducing GHG emissions to 1990 levels by 2020 and requires ARB to indicate how emissions reductions will be achieved from significant GHG sources via regulation, market mechanisms, and other actions. This project has an aggressive time line as the Board has adopted the necessary regulations to implement that plan. Implementation begins no later than January 1, 2012, and the emissions reduction target must be fully achieved by January 1, 2020.

The Act recognizes that such an ambitious effort requires careful planning and a comprehensive strategy. Along with a deliberate approach, AB 32 recognizes that immediate progress in reducing GHG emissions can and should be made. Accordingly, the Act requires ARB to identify a list of “discrete early action greenhouse gas reduction measures.” Once on the list, these measures are to be developed into regulatory proposals, adopted by the Board, and made enforceable by January 1, 2010.

At its April 23, 2009, hearing, the Board approved the Low Carbon Fuel Standard (LCFS), directed by the Governor’s Executive Order S-01-07 as one of the early action items to be developed into a regulatory proposal. The LCFS creates a state-wide goal of reducing the carbon intensity of California’s transportation fuel by 10 per cent by 2020 and applies to all fuel providers, including refiners, blenders, producers and importers. Fuel lifecycle analysis, as one of the central tools of LCFS, must be inclusive of environmental impact estimates based on the entire life cycle of the products including land use, sustainability, and production of feedstock. This regulation went into effect after being adopted by the Office of Administrative Law on January 12, 2010.

In implementing the LCFS, several issues need to be addressed further. One of the issues under consideration is indirect effects analysis of transportation fuels regulated under the LCFS. ARB staff is tasked with refining the indirect effects analysis, especially indirect land use change discharges of greenhouse gases (GHG) for a variety of fuel pathways. An expert workgroup was convened to assist in refining these analyses. In order to build on the current analysis and fill data gaps, additional support is necessary. To help ARB in

implementing the recommendations of the expert workgroup, the contractor shall provide support to carry out the necessary technical analyses.

This document describes work supporting the implementation of the LCFS and shall be provided by the contractor to the California Air Resources Board (ARB).

III. SCOPE OF WORK

The contractor shall provide the ARB Stationary Source Division technical and advisory support in the effort to develop and implement California's Low Carbon Fuel Standard (LCFS). This will include reporting on land cover conversion methods and newly created data appropriate for indirect Land Use Change (ILUC), and creating new estimates of biomass and soil carbon stocks for each Global Trade Analysis Project (GTAP) region and Agro-Ecological Zone (AEZ) using Geographic Information System (GIS). The scope of work defines the goals to be obtained by the Air Resources Board (ARB) to support the implementation of the state's Low Carbon Fuel Standard (LCFS). The contractor shall submit a detailed and concise proposal outlining how the goals and deliverables of this project will be met. The contractor's proposal will be incorporated as part of this agreement. The contractor shall serve as principal investigator and be responsible for overall project management and communication with ARB staff.

The primary goals for this project are defined below.

1. Report on land cover conversion methods and data appropriate for ILUC

In the LCFS, lifecycle analysis is of critical importance and a key component of lifecycle analysis is ILUC. The appropriate treatment of ILUC is critical to assigning accurate carbon intensities to biofuels and therefore to the reduction of greenhouse gas emissions from fuels. Currently, the indirect land use change associated with biofuels is difficult to quantify with any certainty. This task will be comprised of a set of subtasks required for new and improved predictions of GTAP components related to land use and land conversion emission factors important in calculating ILUC. Focus will be directed toward synthesizing the methods and data used in the past (by ARB, USEPA, and others), and highlighting the strengths and limitations including quantitative comparisons between estimates:

- A. Focus on details of GTAP components most relevant for ILUC and land cover portions of the emissions factors.
- B. Consider the available land pools in GTAP, and quantify amount and types of land excluded from the GTAP database
- C. Discuss all potential datasets and methods that could be used to improve constant elasticity transformation (CET) function and validate GTAP modeling outputs

Timeline: Four months after contract award and continuing as necessary for the duration of the contract.

2. Biomass and Soil Carbon Estimates by GTAP regions and AEZ

To be able to quantify ILUC for biofuels, the biomass and carbon stocks associated with different land types must be known or at least accurately estimated. This task involves creating new estimates of biomass and soil carbon stocks for each GTAP region and AEZ using GIS:

- A. Use the new data to establish a flexible framework that can be revised with regional updates and can be used with a range of emissions factor assumptions.
- B. Collaborate with the Emissions Factor subgroup to solicit ideas and data sources to develop the best available data of spatially-explicit estimates of soil and biomass carbon.
- C. Review literature for other data and methods

Timeline : Four months after contract award and continuing as necessary for the duration of the contract.

IV. Project Representatives

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

State Agency:	Air Resources Board	Contractor:
Section/Unit:	Stationary Source Division	Section/Unit:
Name:		Name:
Address:		Address:
Phone:		Phone:
Fax:		Fax:
Email:		Email:

Direct all administrative inquiries to:

State Agency:	Air Resources Board	Contractor:
Section/Unit:	Contract and Procurement Services Section	Section/Unit:
Attention:	Sue Bayoneta	Attention:
Address:	1001 I Street, 20 th Floor Sacramento, CA 95814	Address:
Phone:	916 -327-8215	Phone:
Fax:	916 -327-2940	Fax:
Email:	sbayonet@arb.ca.gov	Email:

Other Contract Deliverables

1. Meetings

a) Initial Meeting

Before work on the contract begins, the contractor's key personnel shall meet with the ARB Project Manager and other ARB staff in Sacramento, California, to discuss the overall plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin.

b) Progress Review Meetings

The contractor shall participate in regular progress meetings with the ARB Project Manager and other ARB staff. These meetings will most likely take the form of telephone conferences, but face-to-face meetings in Sacramento, California may be held if deemed appropriate by ARB staff. The meetings may be as frequent as deemed necessary by ARB staff. The contractor should be prepared for open, two-way communication with ARB staff throughout the course of the project. The contractor must communicate at least weekly with the ARB project manager on the progress of the project.

2. Progress Reports

The contractor shall provide quarterly written progress reports. With respect to the payment period completed, the contractor shall mail the original, two hard copies, and e-mail an electronic copy of a progress report with each invoice. (Do not use Express Mail.) When e-mailing the progress report, the subject line shall state the contract number (10-407) and the billing period. Each progress reports will begin with the following disclaimer:

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

Each progress report shall also include:

- (i) A brief narrative account of project tasks completed or partially completed since the last progress report. The task names must match those in the Scope of Work.
- (ii) A brief discussion of problems encountered during the reporting period and how they were or are proposed to be resolved.
- (iii) A brief discussion of work planned, by project task, before the next progress report.

3. Draft Final Report

Ninety (90) days prior to the contract termination date, the contractor shall deliver to the state eight (8) bound copies and an electronic copy of a draft final report for review by ARB staff. The reports may be stapled or spiral bound, depending on size. To conserve paper, the draft final report should be printed on both sides of the page. The final report should include, but not be limited to, a brief description of service, a summary of all sampling and analytical methods involved, and an explanation why the results should be trusted and used in supporting policy making. A sample report format is provided in the STD. 213, Draft Contract Agreement, Exhibit F.

4. Final Report

Within forty-five (45) days of receipt of the State's comments on the draft final report, the contractor shall deliver to the state five (5) copies of the final report incorporating all reasonable alterations and additions requested by the State. Upon approval of the amended final report by the State's Project Representative, the contractor shall, within two (2) weeks, deliver to the State two (2) camera-ready **UNBOUND** originals and a final report incorporating all final alterations and additions. To conserve paper, the revised Final Report, except for the unbound camera-ready copies, should be printed on both sides of the page. **The unbound camera-ready copies must be printed on only one side of the page.** A sample report format is provided in the STD. 213, Draft Contract Agreement, Exhibit F.

Together with the final report, the contractor shall deliver a copy of the report on diskette (CD), using Microsoft Word 6.0 (or newer), and a set of all data compilations as specified by the ARB Project Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice for completed task, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates in Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate no more than quarterly in arrears to:

Invoices shall itemize all expenses incurred during the payment period completed. Each item in the invoice must correspond to one of the numbered items in the Contractor's Budget (Exhibit B, Attachment 1). Direct labor charges and subcontractor and consultant charges shall be subdivided into number of hours spent by each staff classification (e.g., Senior Scientist, Research Assistant) for the invoice period. Invoices shall be submitted to following address:

Air Resources Board
Attn: Accounting Section
P.O. Box 1436
Sacramento, CA 95812-1436

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Travel and Per Diem

- A. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to State of California employees or verification supplied that

indicates such rates are not available to Contractor. All travel reimbursements and per diem shall be at the rates set by Department of Personnel Administration. Currently, State of California travel rates are posted on the internet at:
<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>

- B No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

EXHIBIT D
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

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

3. Potential Subcontractors

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

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

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

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB if appropriate reserves the right to amend this agreement for additional time and/or additional funding.

7. Commercial General Liability Insurance

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned.

8. Workers' Compensation/Employer's Liability Insurance

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

EXHIBIT E
ADDITIONAL PROVISIONS

1. Computer Software

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

2. Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

3. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a proposal to State, Contractor agrees to comply with this provision of the Agreement.

4. Sole Proprietor

If signing this Agreement as a sole proprietor, Contractor certifies they are not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 USC 1601, et. seq.)

5. Copyrightable Materials

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

- D. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of ARB.
- E. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

6. Recycling

- A. Contractor agrees to use janitorial supplies (if necessary and when required) containing recycled paper products only.
- B. Contractor agrees to use recycled paper only, unless the proposed printing job cannot be done on recycled paper.
- C. Contractor agrees to use recycled solvents.

7. Confidentiality

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

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

EXHIBIT F

SAMPLE REPORT FORMAT

The contract Final Report (Report) is as important to the contract as the research itself. The Report is a record of the project and its results, and is used in several ways. Therefore, the Report must be well organized and contain certain specific information. Provided below is guidance on preparing the report and a sample report format.

Legibility. Each page of the approved Final Report must be legible and camera-ready.

Binding. The draft Report, including its appendices, should be either spiral bound or stapled, depending on size. The revised Report and its appendices should be spiral bound, except for two unbound, camera-ready originals.

Cover. Do not supply a cover for the Report. The ARB will provide its standard cover.

One-sided vs. two-sided. To conserve paper, both the draft Report and the revised Report, except for the unbound camera-ready copies, should be printed on both sides of the page. **The unbound camera-ready copies must be printed on only one side of the page.**

Title. The title of the Report should exactly duplicate the title of the contract unless a change is approved in writing by the Project Representative.

Spacing. In order to conserve paper, copying costs, and postage, please use single or one-line (1) spacing.

Page size. All pages should be of standard size (8 ½" x 11") to allow for photo-reproduction.

Large tables or figures. Foldout or photo-reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be presented on consecutive 8 ½" x 11" pages, each page containing one portion of the larger chart.

Color. Printing should be black on white only.

Corporate identification. Do not include corporate identification on any page of the Final Report, except the title page.

Unit notation. Measurements in the Reports should be expressed in metric units. However, for the convenience of engineers and other scientists accustomed to using the British system, values may be given in British units as well in parentheses after the value in metric units. The expression of measurements in both systems is especially encouraged for engineering reports.

Section order. The Report should contain the following sections, in the order listed below:

Title page
Disclaimer
Acknowledgments
Table of Contents

List of Figures
List of Tables
Abstract
Executive Summary
Body of Report
References
List of inventions reported and copyrighted materials produced
Glossary of Terms, Abbreviations, and Symbols
Appendices

Page numbering. Beginning with the body of the Report, pages should be numbered consecutively beginning with “1”, including all appendices and attachments. Pages preceding the body of the Report should be numbered consecutively, in ascending order, with small Roman numerals.

Title page. The title page should include, at a minimum, the contract number, contract title, name of the principal investigator, contractor organization, date, and this statement: "Prepared for the California Air Resources Board and the California Environmental Protection Agency"

Disclaimer. A page dedicated to this statement should follow the Title Page:

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

Acknowledgments. Only this section should contain acknowledgments of key personnel and organizations that were associated with the project. The last paragraph of the acknowledgments should read as follows:

This Report was submitted in fulfillment of [ARB contract number and project title] by [contractor organization] under the [partial] sponsorship of the California Air Resources Board. Work was completed as of [date].

Table of Contents. This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the Report.

List of Figures. This list is optional if there are fewer than five illustrations.

List of Tables. This list is optional if there are fewer than five tables.

Abstract. The abstract should tell the reader, in non-technical terms, the purpose and scope of the work undertaken, describe the work performed, and present the results obtained and conclusions. The purpose of the abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words. Only those concepts that are addressed in the executive summary should be included in the abstract.

Example of an abstract:

A recently developed ground-based instrument, employing light detecting and ranging (lidar) technology, was evaluated and found to accurately measure ozone concentrations at altitudes of up to 3,000 meters. The novel approach used in this study provides true vertical distributions of ozone concentrations aloft and better temporal coverage of these distributions than other, more common methods, such as those using aircraft and ozone sonde (balloon) techniques. The ozone and aerosol measurements from this study, in conjunction with temperature and wind measurements, will provide a better characterization of atmospheric conditions aloft and the processes involved in the formation of unhealthy ozone concentrations than can be achieved with traditional ground-based monitors.

Executive Summary. The function of the executive summary is to inform the reader about the important aspects of the work that was done, permitting the reader to understand the research without reading the entire Report. It should state the objectives of the research and briefly describe the experimental methodology (methodologies) used, results, conclusions, and recommendations for further study. All of the concepts brought out in the abstract should be expanded upon in the Executive Summary. Conversely, the Executive Summary should not contain concepts that are not expanded upon in the body of the Report.

The Executive Summary will be used in several applications as written; therefore, please observe the style considerations discussed below.

Limit the Executive Summary to two pages, single spaced.

Use narrative form. Use a style and vocabulary level comparable to that in Scientific American or the New York Times.

Do not list contract tasks in lieu of discussing the methodology.

Discuss the results rather than listing them.

Avoid jargon.

Define technical terms.

Use passive voice if active voice is awkward.

Avoid the temptation to lump separate topics together in one sentence to cut down on length.

The Executive Summary should contain four sections: Background, Methods, Results, and Conclusions, described below.

THE BACKGROUND SECTION. For the Background, provide a one-paragraph discussion of the reasons the research was needed. Relate the research to the Board's regulatory functions, such as establishing ambient air quality standards for the protection of human health, crops, and ecosystems; the improvement and updating of emissions inventories; and the development of air pollution control strategies.

THE METHODS SECTION. At the beginning of the Methods section, state what was done in general, in one or two sentences.

The methodology should be described in general, non-technical terms, unless the purpose of the research was to develop a new methodology or demonstrate a new apparatus or technique. Even in those cases, technical aspects of the methodology should be kept to the minimum necessary for understanding the project. Use terminology with which the reader is likely to be familiar. If it is necessary to use technical terms, define them. Details, such as names of manufacturers and statistical analysis techniques, should be omitted.

Specify when and where the study was performed, if it is important in interpreting the results.

The findings should not be mentioned in the Methods section.

THE RESULTS SECTION. The Results section should be a single paragraph in which the main findings are cited and their significance briefly discussed. The results should be presented as a narrative, not a list. This section must include a discussion of the implications of the work for the Board's relevant regulatory programs.

THE CONCLUSIONS SECTION. The Conclusions section should be a single short paragraph in which the results are related to the background, objectives, and methods. Again, this should be presented as a narrative rather than a list. Include a short discussion of recommendations for further study, adhering to the guidelines for the Recommendations section in the body of the Report.

Body of Report. The body of the Report should contain the details of the research, divided into the following sections:

INTRODUCTION. Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study.

Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.

MATERIALS AND METHODS. Describe the various phases of the project, the theoretical approach to the solution of the problem being addressed, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project.

RESULTS. Present the results in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures and graphs. The titles and heading of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the measurement units used.

DISCUSSION. Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.

SUMMARY AND CONCLUSIONS. This is the most important part of the Report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what, why, and how the project was done. Major results and conclusions of the study should then be presented, using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do not overstate or overinterpret the results. It may be useful to itemize Secondary results and conclusions. A simple table or graph may be used to illustrate.

RECOMMENDATIONS. Use clear, concise statements to recommend (if appropriate) future research that is a reasonable progression of the study and can be supported by the results and discussion.

References. Use a consistent style to fully cite work referenced throughout the Report and references to closely related work, background material, and publications that offer additional information on aspects of the work. Please list these together in a separate section, following the body of the Report. If the Report is lengthy, you may list the references at the end of each chapter.

List of inventions reported and publications produced. If any inventions have been reported, or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

Glossary of terms, abbreviations, and symbols. When more than five of these items are used in the text of the Report, prepare a complete listing with explanations and definitions. It is expected that every abbreviation and symbol will be written out at its first appearance in the Report, with the abbreviation or symbol following in parentheses [i.e., carbon dioxide (CO₂)]. Symbols listed in table and figure legends need not be listed in the Glossary.

Appendices. Related or additional material that is too bulky or detailed to include within the discussion portion of the Report should be placed in appendices. If a Report has only one appendix, it should be entitled "APPENDIX". If a Report has more than one appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the Report, they should be collated, following the binding requirements for the Report, as a separate document. The Project Representative will determine whether appendices are to be included in the Report or treated separately. Page numbers of appendices included in the Report should continue the page numbering of the Report body. Pages of separated appendices should be numbered consecutively, beginning at "1".