

Department of Community Services and Development  
Request for Qualifications: 2025-RFQ-125  
Environmental Services Cultural Assessment

**ENVIRONMENTAL SERVICES CULTURAL ASSESSMENT REVIEW FOR  
WEATHERIZATION PROJECTS STATEWIDE**

**REQUEST FOR QUALIFICATIONS**

**2025-RFQ-125**



STATE OF CALIFORNIA  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833-4246

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## 1. **OVERVIEW**

### A. **Background**

The mission of the Department of Community Services and Development (CSD) is to improve the economic security of vulnerable Californians through programs and partnerships that support the state's diverse communities.

As a department under the umbrella of the California Health and Human Services Agency (CalHHS), CSD works with community-based partners dedicated to helping vulnerable Californians achieve and maintain economic security, pay their energy bills, and meet their home energy needs through home weatherization services.

CSD manages three (3) federally funded statewide energy-saving weatherization programs for low-income households through a network of over forty (40) contracted LSPs. The programs are described below:

#### **Low Income Home Energy Assistance Program (LIHEAP)**

The U.S. Department of Health and Human Services (HHS) funded Low Income Home Energy Assistance Program (LIHEAP) provides financial assistance to eligible households to offset the costs of heating and/or cooling of residential dwellings, and the Energy Crisis Intervention Program (ECIP) provides payments for supply shortage and weather-related or energy-related emergencies. In conjunction with financial energy assistance, LIHEAP provides free weatherization services to reduce heating and cooling costs and improve the energy efficiency of homes, including attic insulation, weather-stripping, minor home repairs, caulking, water heater blankets, refrigerator replacement, water heater repair or replacement, heating and cooling system repair or replacement, LED lamps, programmable and smart thermostats, and related energy conservation measures. CSD strategically leverages its LIHEAP weatherization funding with the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) to extend the use and service impact of federal weatherization program resources within the state.

#### **Department of Energy Weatherization Assistance Program (DOE WAP)**

DOE WAP provides assistance to eligible low-income households with services designed to improve the energy efficiency of their homes, reducing energy usage and costs while safeguarding the health and safety of the households. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include weather-stripping, minor home repairs, caulking, water heater blankets, water heater repair or replacement, heating and cooling system repair or replacement, LED lamps, programmable and smart thermostats, and related energy conservation measures.

**Department of Energy Infrastructure Investment and Jobs Act (IIJA)**

Enacted in 2021, the federal Infrastructure Investment and Jobs Act (IIJA) appropriated \$3.5 billion to expand DOE WAP services and funding. IIJA is considered a supplementary funding source, also focusing on improving the energy efficiency, health, safety, and comfort of housing occupied by eligible low-income households. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include weather-stripping, minor home repairs, caulking, water heater blankets, water heater repair or replacement, heating and cooling system repair or replacement, LED lamps, programmable and smart thermostats, and related energy conservation measures.

**B. Purpose**

CSD’s LIHEAP, DOE WAP, and DOE IIJA weatherization programs are federally funded and must follow environmental laws, including the National Historic Preservation Act (NHPA). CSD seeks to identify a highly qualified Environmental Services Contractor (“Contractor”) to perform professional cultural resource services for residential weatherization projects throughout the State of California to support CSD’s Local Service Provider Network.

**C. Contract Term and Available Funding**

CSD will award one million nine-hundred-thousand dollars (\$1,900,000) for a five-year term. The contract term is from approximately July 1, 2026, to June 30, 2031.

**D. Key Action Dates**

It is recognized that time is of the essence. All firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

DATE	KEY ACTION
March 18, 2026	Request for Qualification (RFQ) Made Available
March 25, 2026	Deadline for Intent to Respond (Optional)
March 27, 2026	Deadline for Written Question Submission, if any
April 3, 2026 ( <i>Estimate</i> )	Responses to Written Questions Posted on <a href="#">Cal eProcure</a> , if any
April 7, 2026	Deadline for Protest of Requirements, if any
April 10, 2026 ( <i>Estimate</i> )	Responses to Protest of Requirements Posted on <a href="#">Cal eProcure</a> , if any
Thursday, April 16, 2026, 4:00 p.m. (PST)	Deadline for Response Submission
May 1, 2026 ( <i>Estimate</i> )	Notice of Selection Posted on <a href="#">Cal eProcure</a> and <a href="#">CSD Website</a>

Within 14 Days from Notice of Selection Date	Contract Negotiations
July 1, 2026 ( <i>Estimate</i> )	Contract Execution

**E. Written Questions and Protest Requirements**

Written Questions Submission

During the RFQ process, written questions must be directed to CSD’s Procurement Services Unit in writing via email to [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov) by the date listed in Section 1.D, Key Action Dates.

At its discretion, CSD reserves the right to contact a firm to seek clarification on their submitted question. If a firm fails to report a known or suspected problem with this RFQ or fails to seek clarification and/or correction of the RFQ, the firm submits a response at their own risk.

Protest Requirements

The RFQ includes a number of requirements for submittal, including format, qualifications, technical requirements, key action dates and other content. Firms may request changes to the requirements of the RFQ if they believe the requirements are inappropriate or unduly limit competition. Firms may submit requests for requirement changes via email to CSD’s Procurement Services Unit at [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov) by the date and time shown in Section 1.D, Key Action Dates. Requests shall be evaluated on a case-by-case basis to determine the best interest of the State.

At its discretion, CSD reserves the right to contact a firm to seek clarification on their submitted protest of requirements. If a firm fails to report a known or suspected problem with this RFQ or fails to seek clarification and/or correction of the RFQ, the applicant submits an application at their own risk.

**F. Respondent’s Library**

The RFQ references and incorporates program documents contained within the Respondent’s Library, available upon request for access as instructed on CSD’s Contracting Opportunities webpage. The Respondent’s Library will be made available at the time the RFQ is released. Please contact CSD at [PSU@CSD.ca.gov](mailto:PSU@CSD.ca.gov) for access to the Respondent’s Library. The following is a list of documents included in the Respondent’s Library:

- Sec. 106 Compliance Reporting Template
- Sec. 106 Non-Architectural Reporting Template
- General Terms and Conditions
- Historic Preservation Office CSD Database Screenshot

**G. Contact Information**

All communications, unless otherwise specified, should be directed to the following:

CSD Procurement Services Unit  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Email: [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov)

**2. SCOPE OF WORK**

- A. The Contractor shall provide cultural assessment reviews for single family and multi-family dwellings statewide which are 45 years or older. The Contractor must have proven ability to quickly analyze and conduct evaluations to comply with Section 106 of the National Historic Preservation Act to determine if the dwelling is potentially historic or in a historic district, and if weatherization activities will have any impact on character defining features of potentially historic dwellings.
- B. The Contractor shall interface with CSD's Historic Preservation Online (HPO) database to complete remote desktop Section 106 reviews based on data entered by weatherization service providers around the state, photographs and written descriptions regarding the weatherization measures being installed. As part of the review, the Contractor will evaluate the property for historical significance, check with appropriate government agencies and local historic district registries and review the California Historical Resource Inventory System maintained by the California State Historic Preservation Office. The anticipated number of reviews will vary but are estimated at approximately thirty to fifty (30 - 50) per month.
- C. The Contractor shall have a qualified architectural historian(s) meeting the Secretary of Interior Professional Qualifications Standards (36 CFR Part 61) on staff, who has experience consulting with the California State Office of Historic Preservation.
- D. The Contractor will have demonstrated ability to quickly review projects located statewide to approve, conditionally approve, or deny weatherization measure installation work for each residence submitted. Conditional approval may require a collaborative effort to develop acceptable alternatives to ensure the continued preservation of potentially historic dwellings. The response time for submitted reviews should average 3 business days.
- E. The Contractor will be responsible for generating detailed quarterly reports summarizing the results of all reviews to be submitted to the California State Historic Preservation Office on behalf of CSD. The Contractor will be expected to

provide professional quality status reports for scope, schedule and budget on a regular basis.

- F. The Contractor shall provide assistance to CSD with customer appeals and Local Service Provider guidance, as needed, regarding the determination of conditional approval or denial of weatherization measures.
- G. The Contractor shall participate in virtual meetings, as needed, to coordinate project activities at the request of CSD.
- H. The Contractor shall provide assistance to CSD, as needed, with consultations reports, and ad hoc reporting on related projects to support our program needs.
- I. The Contractor should have knowledge and experience with integrating large database files into production environments; server-side scripting languages
- J. The Contractor shall consult with the California State Historic Preservation Office as needed.

### **3. FIRM QUALIFICATIONS**

#### **3.1 MINIMUM QUALIFICATIONS**

The firm will need to have a qualified architectural historian(s) meeting the Secretary of Interior Professional Qualifications Standards (36 CFR Part 61) on staff, who has experience consulting with the California State Office of Historic Preservation.

#### **3.2 DESIRABLE QUALIFICATIONS AND EXPERTISE**

The Statement of Qualifications (SOQ) should clearly delineate and address the firm's relevant experience in providing environmental services for similar projects. CSD is seeking a cultural assessment firm that is prepared to provide a highly qualified team experienced in environmental assessment and analysis. Experience and expertise that is of importance in the selection of a firm to provide environmental services includes, but is not limited to, the following technical areas:

##### **A. Availability, Schedule, and Project Management**

The firm's plans must represent the capacity to begin work immediately on this time-sensitive project, so the availability of firm's staff and/or subcontractors on this project will be an important selection factor. The State recommends that the SOQ clearly delineate the person(s) that will be responsible for managing the environmental services and specify the ability and resources to complete projects under constrained schedules.

**B. Cultural Resource Analysis**

The firm should demonstrate experience in preparation of historic studies for residential projects. This includes the ability to conduct full cultural resource evaluations and provide supporting documentation, to prepare historic structures reports, and to provide recordation of historic materials. The firm should have knowledge of relevant State and federal laws, regulations, and related protocols such as those for the consultation process for the California State Office of Historic Preservation and federal historic preservation agencies, the Secretary of Interior Standards, Section 106 of the Historic Preservation Act, and the Historic American Building Survey/Historic American Engineering Record procedures.

**4. STATEMENT OF QUALIFICATIONS**

Firms who are interested in providing professional services for this contracting opportunity shall submit the following information.

- A. Written SOQ that is responsive to the SOQ Selection Criteria, section 6. B. Firms shall respond in writing indicating how they believe their qualifications and experience fulfill the requirements of these criteria. The SOQ may also include additional materials in 8-1/2 x 11 format illustrating plans, sketches, environmental documents, photographs of recent relevant projects, published materials, and awards.
- B. License number or copy of license for all state-licensed professionals that may be part of Contractor team including subcontractors.
- C. Key personnel resumes.
- D. Organizational chart.
- E. Federal Form 330 Parts I & II for the firm and Federal Form 330 Part II for any proposed subcontractors.

**5. SUBMISSION REQUIREMENTS**

**A. Required Format**

Firms are expected to submit via electronic mail to [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov) with one (1) searchable PDF document (not to exceed 35MB) to include:

- 1. Cover Letter:
  - o Your cover letter must include the name of your organization, the year your organization was established, the location of offices, and the name, position, email, and phone number for of your designated main point of contact.

2. Response Content:

o Required Attachments:

Attachment 1: Required Attachments Checklist

Attachment 2: Firm Certification Sheet

Attachment 3: Written Firm's Statement of Qualifications

Attachment 4: License Number or Copy of License

Attachment 5: Key Personnel Resumes

Attachment 6: Organizational Chart

Attachment 7: Architect-Engineer Qualifications Standard Form Federal Form 330 Parts 1 and II for Firm

Attachment 8: Architect-Engineer Qualifications Standard Form Federal Form 330 Part 1 for Subcontractors, if applicable

Attachment 9: Respondent's Declaration

Attachment 10: Payee Data Record (STD 204)

Attachment 11: Contractor Certification Clauses (CCC 04/2017)

Attachment 12: Darfur Contracting Act Certification

Attachment 13 Iran Contracting Act Certification

Attachment 14: California Civil Rights Certification

Attachment 15: Commercially Useful Function Documentation

Attachment 16: General Terms and Conditions

Attachment 17: Special Terms and Conditions

Attachment 18: Section 106 Compliance Report Template

Attachment 19: Section 106 Compliance Non-Architectural Report Template

**B. Submission Instructions**

**1. Electronic Submission via Email: PSU@csd.ca.gov**

A complete written response must be submitted as indicated in Section 1.D, Key Action Dates, or the response will be rejected. All submissions should adhere to the following:

A. Firms must submit one (1) PDF in a searchable format, containing all the required elements of the RFQ. Responses must be in 12-point font with standard 1-inch margins. PDF not to exceed (35MB).

B. All documents contained in the response must have electronic signatures and must be signed by a person who is authorized to bind the responding firm. Responses not submitted electronically by the due date will be rejected. The PDF submission naming convention must be as follows:

a. Request for Qualification 2025-RFQ-125 ([Firm's Organization Name])

- C. All SOQs shall include the documents identified in Attachment 1, Required Attachments Checklist. SOQs not including the proper required attachments shall be deemed nonresponsive. A nonresponsive SOQ is one that does not meet the basic SOQ requirements.
- D. SOQ must be submitted for the performance of all the services described herein. Any deviation from the work shall be deemed nonresponsive.
- E. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Firm Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned SOQ may be rejected.
- F. A Firm may modify a SOQ after its submission by withdrawing its original SOQ and resubmitting a new SOQ prior to the SOQ submission deadline as set forth in the Key Actions Dates. SOQ modifications offered in any other manner, oral or written, will not be considered.
- G. A Firm may withdraw its SOQ by submitting a written withdrawal request to the State, signed by the Firm or an agent authorized in accordance with above. A Firm may thereafter submit a new SOQ prior to the SOQ submission deadline. SOQ may not be withdrawn without cause subsequent to SOQ submission deadline.
- H. As the awarding department, CSD may modify the RFQ prior to the submission date of SOQ by the issuance of an addendum to the original posting of the RFQ. Notice shall be given to all known prospective Firms.
- I. CSD reserves the right to reject all SOQ for the entire procurement or for particular project tasks. The agency is not required to award an agreement.
- J. Before submitting a response to this solicitation, Firms should review their responses, correct all errors, and confirm compliance with the RFQ requirements.
- K. Where applicable, Firms should carefully review the Scope of Work contained in this RFQ. No additions or increases to the agreement amount will be made due to a lack of careful examination of work and specifications.

## **2. Multiple Submissions**

Multiple submissions will not be considered under the terms of this RFQ.

- Firms shall only submit one (1) response to this RFQ.
- Firms who submit and/or appear in more than one submission shall be required to designate the one (1) response to be considered or be disqualified.

## **6. EVALUATION PROCESS**

### **A. Selection Process**

The selection method for this procurement will be based on qualifications as outlined in the Request for Qualification (RFQ). The evaluation process consists of three distinct phases, with scoring criteria designed to identify the most qualified and capable firms.

#### **Phase I**

In Phase I (Administrative Review), all submitted responses undergo an initial screening process. During this phase, responses are reviewed for minimum qualifications, submission requirements, and verification of all required attachments and certifications. This phase operates on a pass/fail basis, and responses must successfully pass this review to advance to Phase II. No points are awarded during this initial screening phase.

#### **Phase II**

Each responsive SOQ will be scored by a panel of reviewers, first individually and then collaboratively. Reviewers will be CSD employees. Reviewers will review each SOQ and jointly assign a point value based on the scoring criteria listed below.

#### **Optional Interview**

An optional interview may be conducted with firms. These virtual interviews allow up to two principal staff members, including either the organization head or designated project manager, to present their response's strengths and respond to panel questions. The interview panel may include both scoring panel members and additional CSD management staff. Notably, firms may be disqualified if the panel determines they have grossly misrepresented their experience or capabilities during this phase.

#### **Final Scoring**

The firm selection will be based on the Phase II panel scoring. Additional consideration is given through preference programs, including the Small Business (SB) Preference (five percent of the highest non-small business score).

Final firm selection will be based on the total scores after combining Phase II score, and any applicable preference points. CSD will select the firm receiving the highest total score. CSD reserves the right to select multiple firms if deemed in the State's best interest. All scoring decisions made by the evaluation panel are final and not subject to appeal.

**B. Selection Criteria**

The Statement of Qualifications submitted for this proposed professional contract service will be scored on the following criteria:

		<b>MAXIMUM POINTS</b>
1.	<p><b>Capability of Firm</b></p> <p>The firm demonstrates experience and knowledge in preparation of historic studies for residential projects. This includes:</p> <ul style="list-style-type: none"> <li>• The ability to conduct full cultural resource evaluations and provide supporting documentation, to prepare historic structures reports, and to provide recordation of historic materials.</li> <li>• The knowledge of relevant State and federal laws, regulations, and related protocols such as those for the consultation process for the California State Office of Historic Preservation and federal historic preservation agencies, the Secretary of Interior Standards, Section 106 of the Historic Preservation Act, and the Historic American Building Survey/Historic American Engineering Record procedures.</li> </ul>	<b>40</b>
2.	<p><b>Capability of Staff</b></p> <p>The staff demonstrates experience in preparation of historic studies for residential projects. This includes:</p> <ul style="list-style-type: none"> <li>• The ability to conduct full cultural resource evaluations and provide supporting documentation, to prepare historic structures reports, and to provide recordation of historic materials.</li> <li>• The knowledge of relevant State and federal laws, regulations, and related protocols such as those for the consultation process for the California State Office of Historic Preservation</li> </ul>	<b>35</b>

	and federal historic preservation agencies, the Secretary of Interior Standards, Section 106 of the Historic Preservation Act, and the Historic American Building Survey/Historic American Engineering Record procedures.	
3.	<p><b>Workplan</b></p> <p>The firm’s plans to begin work immediately on this time-sensitive project, include:</p> <ul style="list-style-type: none"> <li>• Staff availability, including subcontractors if applicable, to immediately begin work on this project.</li> <li>• The key personnel that will be responsible for managing the environmental services.</li> <li>• The ability and resources to complete projects under constrained schedules.</li> </ul>	<b>25</b>
	<b>TOTAL POSSIBLE POINTS BEFORE PREFERENCES</b>	<b>100</b>

**C. Final Score and Preferences Programs**

Small Business Certification Preference Program

The small business preference shall apply to firms that are certified small or micro businesses or organizations that are not certified that have committed to subcontracting at least 25 percent of the total contract value to certified small businesses. The small business preference calculation shall be applied as follows.

1. Identify the highest ranked firm (the responsive firm with the highest total score) not eligible for the SB preference (CCR Section [1896.8\(b\)](#)). If the highest ranked firm is eligible for the SB preference, the preference is not applied.
2. Multiply the total score of the highest ranked firm by 5 percent to determine the preference amount (per Government Code Section [14838\(b\)\(2\)](#)).
3. Add the preference amount to the total score of responsive firms eligible to receive the preference.

**Preference Calculation**

	<b>FIRM A</b>	<b>FIRM B</b>	<b>FIRM C</b>
Responsive & responsible	Yes	Yes	Yes
Eligible preference	None	None	SB
Example Criteria 1	400	450	450
Example Criteria 2	1200	1140	1100
Total Score	1600	1590	1550
Rank	1	2	3
Preference Amount			80
Final Score	1600	1590	1630
Final Rank	2	3	1

The preference calculation is performed as follows:

1. Identify the total score of the #1 ranked firm (Firm A at 1600).
2. Determine the preference amount ( $1600 \times .05 = 80$ ).
3. Add the preference amount to the total score of firms eligible to receive the SB preference (Firm C:  $1,550 + 80 = 1,630$ ).

The award is to Firm C.

Tie between Suppliers

After application of the SB preference, in the event of a precise tie: the award shall first go to a certified SB, secondly to a non-SB using eligible SB subcontracting, last to a firm not eligible for the SB preference.

**D. Selection Procedures**

One firm is expected to be selected as the highest-scoring firm through this RFQ process. CSD reserves the right to select multiple firms if deemed in the State's best interest.

A Notice of Intent to Select shall be posted in a public place at the Department of Community Services and Development, 2389 Gateway Oaks Drive, Suite 100, Sacramento, 95833, Cal eProcure and on CSD's Internet site at [www.csd.ca.gov](http://www.csd.ca.gov) for five (5) working days prior to awarding the contract.

California law does not require a protest or appeal process against selection decisions made through the RFQ method. Respondents submitting a response to this RFQ may not protest or appeal the selection.

**E. Negotiation Process**

- 1) CSD will provide the selected firm with written instructions for the fee negotiations to allow the fee negotiations to proceed in an orderly fashion.

Negotiations will begin within 14 days after the successful firm has been notified of its selection or upon receipt of the cost proposal. The selected firm will be notified if additional time is necessary to begin fee negotiations.

- 2) Upon the completion of fee negotiations, CSD and the firm will proceed to execute a contract so that the contract may be completed by CSD within 45 days. The Contractor will be notified if additional time is necessary to complete the contract. CSD and firm will work together to ensure the successful delivery of the requested services in a timely fashion.
- 3) If CSD is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be terminated and fee negotiations shall be undertaken with the second most qualified firm (and then the third most qualified, if necessary). If CSD is unable to negotiate a satisfactory contract with any of the top three most qualified firms, CSD shall have exclusive right to revisit previous negotiations or select additional firms in order of their competence and qualification and continue fee negotiations until an agreement is reached.

#### **F. Agreement Execution and Performance**

- 1) The firm shall have current staff available to begin work immediately on this time-sensitive project, so the availability of the firm's staff and subcontractors on this project will be an important selection factor. CSD recommends that the SOQ clearly delineate the person(s) that will be responsible for managing the services and specify the ability and resources to complete projects under constrained schedules.
- 2) Should the firm fail to commence work at the agreed-upon time, the awarding agency, upon five days' written notice to the firm, reserves the right to terminate the agreement. In addition, the firm shall be liable to the State for the difference between firm's SOQ price and the actual cost of performing work by the second lowest firm or by another contractor.
- 3) All performance under the agreement shall be completed on or before the termination date of the agreement.
- 4) The State does not accept alternate contract language from a prospective contractor. A SOQ with such language will be considered a counter SOQ and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 5) The firm shall maintain required general liability, automobile liability, workers' compensation and professional liability insurance which remain active for the term of this Agreement. The State's insurance requirements are not negotiable.
- 6) No oral understanding or agreement shall be binding on either party.

## **7. ADMINISTRATION**

This section provides the firm with information on administrative procedures, legally required documents or legal information, and other details relevant to the solicitation process. These are standard for most solicitations, but additional sections may be added on a case-by-case basis.

### **A. Cost of Developing RFQ**

The firm is responsible for the cost of developing a proposal and this cost cannot be charged to the State.

### **B. Confidential Information**

CSD shall not accept or retain any responses in their entirety that are marked confidential either in part or in whole. Any responses or part of a response marked confidential shall be deemed non-compliant.

### **C. Unique Entity Identifier (UEI)**

As a recipient of Federal grant dollars, CSD is required to check SAM.gov using the Unique Entity ID (UEI) to ensure subrecipients and subcontractors are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov. Entities doing business with the Federal government, including subrecipients and subcontractors must register for a UEI.

### **D. Darfur Contracting Act of 2008**

Effective January 1, 2009, all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.). The Act was passed by the California Legislature and signed into law by the Governor to preclude state agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

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

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a state agency. (See Option #1 on Attachment 12).

A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission

from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See Option #2 on Attachment 12).

For further information regarding the Darfur Contracting Act, please refer to the following link: <https://www.dgs.ca.gov/PD/Resources/SCM/TOC/6/6-7>

## **E. Iran Contracting Act**

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code, Sections 2200 through 2208 are “the Act”), bidder are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the bidder engages in investment activities in the energy sector of Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible bidders.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on DGS list of ineligible bidders that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a bidder must certify that it is not on the list of ineligible bidders prohibited from doing business with the State of California. During the bid evaluation, it is CSD’s responsibility to check the list of ineligible bidders to confirm that the bidder is not on that list. Also, financial institutions must certify that they are not extending credit to an ineligible bidder as described in the Act. This certification requirement applies regardless of the procurement approach, method, or solicitation format used, including, but not limited to Request for Proposals, Invitation for Bids, and non-competitive awards. (See Attachment 13).

## **F. Economic Sanctions in Response to Russia’s Actions in Ukraine (EO N-6-22)**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

For further information regarding the executive order issued by the Governor, please refer to the following link: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

## **G. GenAI Technology Use & Reporting**

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

The firm must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a state system, (ii) risk to the State, or (iii) contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

Upon notification by a firm of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject firms that present an unacceptable level of risk to the State.

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

## **H. Tax Delinquencies Contract Ban**

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. The Franchise Tax Board (FTB) and the Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the selected firm is not on either list.

## **I. RFQ Cancellation and Amendments**

If it is in the State’s best interest, CSD reserves the right to do any of the following:

- Cancel this RFQ
- Amend this RFQ as needed; or
- Reject any or all submissions received in response to this RFQ.

If the RFQ is amended, CSD will send an addendum to all parties who requested the RFQ and will post it on Cal eProcure.

## **J. Errors**

If a firm discovers any ambiguity, conflict, omission, or other error in the RFQ, the firm shall immediately notify CSD of such error in writing and request modification or clarification of the RFQ. Modifications or clarifications shall be addressed by written notice to all parties who requested the RFQ and will be posted on Cal eProcure, without divulging the source of the request for clarification.

An error in the final submission may cause the rejection of that response; however, CSD may at its sole option retain the response and make certain corrections. In determining if a correction will be made, CSD will consider the conformance of the response to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ.

1. If the firm's intent is clearly established based on review of the complete final response submittal, CSD may at its sole option correct an error based on that established intent.
2. CSD may at its sole option correct obvious clerical errors.
3. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the firm (if awarded the contract) or in a requirement of the firm to supply a major item at no cost, the firm will be given the opportunity to promptly establish the grounds legally justifying relief from its response.
4. It is essential that the firm carefully reviews the qualification elements in their final response, since they will not have the option to correct errors after the time for submittal of the final responses.
5. CSD may request clarification of items in the firm's response if the meaning is not clear to CSD. Responses to requests for clarification must be confirmed in writing by the firm as instructed by CSD's procurement official at the time of the request.
6. At CSD's sole discretion, it may declare the final submission to be a draft response in the event that CSD determines that final responses from all firms contain material deviations. Firms may not dispute CSD's determination that all responses have material deviations. If all responses are declared noncompliant, CSD may issue an addendum to the solicitation. Should this occur, CSD may hold confidential discussions with participating firms who are interested in continuing to be considered. Each participating firm will be notified of the due date for the submission of a new final response to CSD. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new final responses will be evaluated as required by Section 7, Scoring Process.

## **K. Modifying or Withdrawing**

A firm may, by electronic mail to the Procurement Services Unit at CSD, [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov), withdraw or modify a submitted response before the submission deadline. Responses cannot be changed after the deadline to submit.

## **L. Immaterial Defect**

CSD may waive any immaterial defect or deviation contained in a firm's response. CSD's waiver shall in no way modify the response or excuse the successful firm from full compliance.

## **M. Disposition of Submission**

Upon the posting of the Notice of Selection, all documents submitted in response to this RFQ will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and subject to review by the public.

## **N. Rejection of Responses**

Deviation, whether or not intentional, may cause a response to be non-compliant and not considered for selection. CSD may reject any or all responses and may waive any immaterial deviation or defect in a response. CSD's waiver of any immaterial deviation or defect shall in no way modify the RFQ documents or excuse the firm from full compliance with the RFQ specifications if selected. Final responses not received by the date and time specified in Section 1.D, Key Action Dates, will be rejected.

## **O. Invoicing**

The Contractor shall submit monthly invoices no later than the tenth (10th) day of the following month. Supporting documentation shall include Monthly Activity Reports and other records that substantiate billed costs, as requested by CSD. Monthly invoices must contain the following:

- **Invoice Number:** Unique identifier for the invoice.
- **Invoice Date:** The date the invoice was issued.
- **Billing Period:** Specifies the timeframe the invoice covers.
- **Contract Number:** CSD contract number.
- **Recipient Information:** Name, address, and contact details of the billing party.
- **Itemized Services/Products:** Contractual task number and summary of tasks, activities, or services rendered.
- **Rates and Quantities:** Details such as hours worked, unit rates, personnel who performed the described work, and quantities delivered.
- **Subtotal and Total Amount:** Costs itemized and totaled, including any

applicable taxes.

- **Forecast:** Provides a forecast of and activities for the month ahead.
- **Billing Summary:** Provides the contract amount, previously billed amount, and total billed this period, total billed to date and remaining budget.
- **Authorized Signatures:** Verification and approval by relevant personnel.

**8. REQUIRED ATTACHMENTS**

**ATTACHMENT 1 – REQUIRED ATTACHMENTS CHECKLIST**

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

<input type="checkbox"/>	Attachment 1	Required Attachments Checklist
<input type="checkbox"/>	Attachment 2	Firm Certification Sheet
<input type="checkbox"/>	Attachment 3	Written Firm’s Statement of Qualifications
<input type="checkbox"/>	Attachment 4	License Number or Copy of License
<input type="checkbox"/>	Attachment 5	Key Personnel Resumes
<input type="checkbox"/>	Attachment 6	Organization Chart
<input type="checkbox"/>	Attachment 7	Architect-Engineer Qualifications Standard Federal Form 330 Parts 1 and II for Firm
<input type="checkbox"/>	Attachment 8	Architect-Engineer Qualifications Standard Form Federal Form 330 Parts 1 for Subcontractor(s), if applicable
<input type="checkbox"/>	Attachment 9	Respondent Declaration (GSPD-05-105)
<input type="checkbox"/>	Attachment 10	Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 11	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/>	Attachment 12	Darfur Contracting Act Certification
<input type="checkbox"/>	Attachment 13	Iran Contracting Act Certification
<input type="checkbox"/>	Attachment 14	California Civil Rights Certification
<input type="checkbox"/>	Attachment 15	Commercially Useful Function Documentation*
<input type="checkbox"/>	Attachment 16	General Terms and Conditions**
<input type="checkbox"/>	Attachment 17	Special Terms and Conditions**
<input type="checkbox"/>	Attachment 18	Section 106 Compliance Report Template
<input type="checkbox"/>	Attachment 19	Section 106 Compliance Non-Architectural Report Template

\* If applicable    \*\* Informational only

**ATTACHMENT 2 – FIRM CERTIFICATION SHEET**

This Firm Certification Sheet must be signed and returned along with all the "required attachments" with **electronic** signatures. **Proxy signatures are prohibited.** The proposal must be submitted electronically in accordance with RFQ instructions.

- 1) Place required attachments 3-23 behind this certification sheet.
- 2) 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.
- 3) The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

**An Incomplete or Unsigned Firm Certification Sheet May Be Cause For Rejection.**

1. Company Name	2. Telephone Number ( )	2a. Fax ( )
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship      5. <input type="checkbox"/> Partnership      6. <input type="checkbox"/> 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. Firm's Name (Print):	11. Title:	
12. Signature	13. Date:	

### Completion Instructions for Firm Certification Sheet

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

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

**ATTACHMENT 3 – WRITTEN FIRM’S STATEMENT OF QUALIFICATIONS**

Provide a written SOQ that is responsive to the SOQ Selection Criteria. Firms shall respond in writing indicating how they believe their qualifications and experience fulfill the requirements of this criteria. The SOQ may also include additional materials in 8-1/2 x 11 format illustrating plans, sketches, environmental documents, photographs of recent relevant projects, published materials, and awards.

**ATTACHMENT 4 – LICENSE NUMBER OR COPY OF LICENSE**

Provide the license number for each state-licensed professional working on this project or provide a copy of the license for each state-licensed professional working on this project.

**ATTACHMENT 5 – KEY PERSONNEL RESUMES**

Resumes for all key personnel must be provided, showcasing their relevant work experience in relation to proposed project.

**ATTACHMENT 6 – ORGANIZATION CHART**

Provide an organization chart that clearly illustrates the proposed relationships between the lead project manager, key personnel, and support staff that are expected to participate in the project.

Department of Community Services & Development  
Request for Qualifications: 2025-RFQ-125  
Environmental Services Cultural Assessment

**ATTACHMENT 7 – ARCHITECT-ENGINEER QUALIFICATIONS STANDARD  
FEDERAL FORM 330 PART I and II FOR FIRM**

Provide a signed copy of the Architect-Engineer Qualifications Standard Form 330 Part I and II for the firm.

**ATTACHMENT 8 – ARCHITECT-ENGINEER QUALIFICATIONS STANDARD  
FEDERAL FORM 330 PART I FOR SUBCONTRACTORS**

Provide a signed copy of the Architect-Engineer Qualifications Standard Form 330 Part I for subcontractors. If there are no subcontractors, indicate “not applicable” on the attachment.

**ATTACHMENT 9 – RESPONDENT’S DECLARATION**

The Respondent Declaration form (GSPD-05-105) is a required submittal. It is available at the following website:

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

**ATTACHMENT 10 – PAYEE DATA RECORD FORM**

The Payee Data Record (STD 204) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Change of Address of Record. Contractor shall promptly notify CSD of any address change, or anticipated address change, by submitting required forms to their field representatives. Private agencies must complete and submit STD 204: Payee Data Record and, if applicable, the STD 205: Payee Data Record Supplement; both forms must match, including the name of the signee, the date of the signature, and the Tax ID number of the tax liable party.

Governmental agencies must complete and submit a Government Agency Taxpayer Form (GATI). All forms are available on the Local Agency Portal. Failure to notify the Department and complete forms in a timely manner may result in delayed payments under this contract. Any such delays are not the fault or responsibility of the Department.

**ATTACHMENT 11 – CONTRACTOR CERTIFICATION CLAUSE (CCC 04/2017)**

The Contractor Certification Clause Form is a required submittal. It is available at the following website: <https://www.dgs.ca.gov/ols/resources/page-content/office-of-legal-services-resources-list-folder/standard-contract-language>

**ATTACHMENT 12 – 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 SOQ 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 Firm/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective Firm/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>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 SOQ 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 SOQ, 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 SOQ 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 13 – IRAN CONTRACTING ACT CERTIFICATION**

**Public Contract Code sections 2202-2208**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)

(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>).

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

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

**ATTACHMENT 14 – CALIFORNIA CIVIL RIGHTS CERTIFICATION**

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

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

**CERTIFICATION**

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

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

**ATTACHMENT 15 – COMMERCIALY USEFUL FUNCTION DOCUMENTATION**

**State of California**  
**COMMERCIALY USEFUL FUNCTION (CUF) CERTIFICATION FORM**  
**CSD 358 (12/23/2020)**

**Every certified SB, MB & DVBE must complete this form if they will perform an element of the work.**

**1. CONTRACTOR NAME (Completing Form)**

"DOING BUSINESS AS" (DBA) NAME: <input type="text"/>	OSDS REF # (Currently certified firms only): <input type="text"/>	Expiration Date: <input type="text"/>
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**2. COMMERCIALY USEFUL FUNCTIONS (CUF)**

All certified Small Business, Micro Business, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837 (d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

Please answer the following questions, as they apply to your company for the goods and services being acquired in this

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

1	If awarded a contract, will your business be responsible for the execution of a distinct element of the resulting work?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	If awarded a contract, will your business carry out the obligation of the contract by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	If awarded a contract, will you perform work that is normal for your business, service and functions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	If awarded a contract, will your business subcontract a portion of the work greater than would be expected by normal industry practices?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	If awarded a contract, will your business role be 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 SB and/or DVBE participation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

A response of "No" in questions 1-3 or a response of "Yes" in question 4 may result in your quote being deemed non-responsive and disqualified.

**3. WRITTEN STATEMENT**

Provide a written statement below detailing the role, services and goods your company will provide to meet the commercially useful function requirement. At the State's option prior to award, you may be required to submit additional clarifying information

**State of California**  
**COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION FORM**  
**CSD 358 (12/23/2020)**

<p>The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.</p>	
<p>AUTHORIZED REPRESENTATIVE SIGNATURE:</p> <hr/>	<p>TITLE:</p> <hr/>
<p>PRINTED NAME:</p> <hr/>	<p>DATE:</p> <hr/>

Department of Community Services & Development:  
Request for Qualifications: 2025-RFQ-125  
Environmental Services Cultural Assessment

**ATTACHMENT 16 – GENERAL TERMS AND CONDITIONS (GTC 02/2025)**

The General Terms and Conditions can be accessed by clicking the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

## **ATTACHMENT 17 – SPECIAL TERMS AND CONDITIONS**

### **1. EVALUATION OF CONTRACTOR**

Performance of the Contractor under this Contract will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Form (STD. 4) within 60 days of the completion of the Contract and maintained in the Contract file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

### **2. SUBCONTRACTORS**

Nothing contained in this Contract or otherwise shall create any contractual relationship between CSD and any subcontractors, and no subcontract shall relieve the Contractor of their responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **3. INSURANCE REQUIREMENTS**

A. By execution of this Contract, Contractor agrees to maintain required commercial vehicle, liability, workers' compensation, and fidelity bond insurance which remain active for the term of this Contract.

- 1) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract.
- 2) The certificate of insurance must provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 3) The certificate of insurance must provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Contract.
- 4) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend or terminate this Contract.

#### **B. General Liability Insurance**

Contractor shall have and maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than \$1,000,000 per

occurrence.

#### C. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Contract vehicle insurance in the amount of \$1,000,000 for each person and each accident for bodily injury and in the amount of \$1,000,000 for each person and each accident for property damage.
- 2) For employees using personal vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of \$1,000,000 for each person and each accident for bodily injury and \$1,000,000 for each person and each accident for property damage.

#### D. Fidelity Bond

Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Contract.

#### E. Workers' Compensation

The Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

#### 4. AUDIT REQUIREMENT

CSD, or any of its contracted representatives, reserves the right to audit expenditures claimed under this Contract.

#### 5. AMENDMENT

- A. CSD reserves the right to amend the Contract for up to one additional year, and/or to add funding, upon notice to, and agreement by the Contractor. Should CSD amend this Contract to extend the term, the proposed rates or prices shall remain the same as specified in the original proposal. All terms and conditions shall remain the same unless changes are mutually agreed upon by the Contractor and CSD and incorporated into the amendment. All Contract amendments are subject to satisfactory performance, funding availability and approval from Department of General Services. Contract amendments will not take effect until the Contractor has received a copy of the final contract document that has been signed and executed by the Parties.

#### B. ALLOWABLE INFORMAL SCOPE OF WORK CHANGES

- 1) Changes and revisions to the Scope of Work contained in the Contract may be proposed by the Contractor in writing. All requested changes and revisions are

subject to the written approval of CSD. Failure to notify CSD of proposed revisions to the Scope of Work may result in disallowance of costs.

- 2) CSD will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the Program. Should CSD fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request will be deemed approved.
- 3) CSD may also request changes and revisions to the Scope of Work. CSD will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

## 6. DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Department of Community Services and Development, Chief Deputy Director, or designee, within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief Deputy Director shall meet with the Contractor and CSD Contract Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director shall be final.

## 7. CERTIFICATIONS

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- 1) Segregation of duties appropriate to safeguard state assets;
- 2) Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 3) Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4) Established practices to be followed in performance of duties and functions;
- 5) Personnel of a quality commensurate with their responsibilities; and
- 6) Effective internal reviews.

## 8. LICENSES AND PERMITS

- Contractor shall be an individual or firm licensed to do business in California and

shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

- If Contractor is located within the State of California, a business license from the city/county in which Contractor is headquartered is necessary; however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is outside the State of California, Contractor shall submit to CSD a copy of its business license or incorporation papers for its respective state showing that the company is in good standing in that state. In the event that any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CSD a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times, all required license(s) and permit(s), CSD may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

#### 9. RIGHT TO TERMINATE (SCM 7.85)

The State reserves the right to terminate this Contract, subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause.

#### 10. DELIVERY OF MATERIALS

Materials produced pursuant to this Contract, as well as materials licensed to the State or to which the State otherwise has access in accordance with prior agreements between the Parties, shall be made available to the State in an Adobe PDF searchable format, unless otherwise requested by CSD. The State may, in accordance with the applicable agreement(s) between the Parties, utilize and distribute the materials in hardcopy, CD format, or through the departmental website to its Contractors, agents, and other authorized third Parties, in such manner as may be necessary for the effective operation of its programs.

#### 11. KEY PERSONNEL AND ATTACHED RESUMÉS

Contractor shall not replace or add Key Personnel as identified in Attachment 6, Organizational Chart, "Authorized Key Personnel," without providing CSD with prior written notice of such anticipated change and an opportunity to discuss replacement personnel for services noted in Section 2, Scope of Work, item 8. Replacement personnel will not automatically receive the same pay rate as vacating Key Personnel; reimbursement will be dependent on replacement personnel's qualifications and ability to perform contract services.

Attachment 6, Organizational Chart, contains a list of all individuals that the Parties have identified as Authorized Key Personnel and shall be modified to reflect changes in Key Personnel occurring during the term of the Contract.

Key Personnel Résumés are included in Attachment 5.

## 12. CONFLICT OF INTEREST

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any function or responsibilities in connection with this Contract shall have any personal financial interest or benefit which either directly or indirectly arises from this Contract.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## 13. CONFIDENTIALITY

Contractor may within the course of its duties handle personal, statistical, technical, and other data relating to CSD and LSPs. All such information is confidential, and, unless permitted by CSD in writing, Contractor shall not disclose such information, directly or indirectly, or use it in any way, either during the term of this Contract or any time thereafter, except as required to perform its duties under this Contract.

## 14. PUBLICITY

No publicity release or announcement concerning this Contract, or the transactions contemplated herein shall be issued by Contractor without advance written approval by CSD.

## 15. ADDITIONAL LOCATIONS

Upon mutual agreement between CSD and Contractor, additional locations or changes in Local Service Providers meetings may be included during the term of this Contract.

## 16. AMERICANS WITH DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

## 17. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new

contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

#### 18. UNIQUE ENTITY IDENTIFIER (UEI)

As a recipient of Federal grant dollars, CSD is required to check SAM.gov using the Unique Entity ID (UEI) to ensure subrecipients and subcontractors are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov. Entities doing business with the Federal government, including CSD's subrecipients and subcontractors, must register for a Unique Entity ID (UEI).

#### 19. INFORMATION SECURITY, INTEGRITY, AND CONFIDENTIALITY

A. Where access to personal[1], confidential[2], and/or sensitive[3] information assets[4] (hereafter, collectively referred to as "Confidential Information") is required in the performance of this Agreement for CSD; or access to such information is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of such information, Contractor agrees to the following:

- 1) General Confidentiality of Data Provision. Contractor shall protect all Confidential Information from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement. No reports, information, discoveries, or data obtained, assembled, or developed by Contractor in the performance of this Agreement may be released, published, or made available to any individual or entity without prior written approval from the Department. Contractor shall retain as confidential all work performed under this Agreement, recommendations and/or reports made to the Department, and all discussions between Contractor and CSD staff, including all communications, whether oral, written, or electronic. CSD may deem non-confidential part or all of the work or other information referenced in this Paragraph without prior permission of Contractor.

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[1] Information that identifies or describes an individual, including but not limited to, name, social security number, physical description, home address, home telephone number, education, financial account numbers, employment history and individually identifiable health information. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

[2] Information that is exempt from disclosure under the provisions of the California Public Records Act (GC 7920.000 et seq.) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

[3] Information, either public or confidential, maintained by CSD that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information includes, but is not limited to, records of CSD's financial transactions and regulatory actions. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

[4] All categories of automated information, including but not limited to records, files, statistics and databases; and information technology facilities, equipment (including personal computer systems), and software owned or leased by CSD. (See California State Administrative Manual, section 5300.4.)

- 2) Contractor warrants and certifies that in the performance of this Agreement, Contractor shall comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify CSD against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et seq.);
- 3) Contractor shall not, except as authorized or required by their duties by law, reveal or divulge to any person or entity any of the Confidential Information concerning CSD and its affiliates which becomes known to him or her during the term of this Agreement.
- 4) Contractor shall keep confidential all Confidential Information entrusted to them and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss, either directly or indirectly, to CSD.
- 5) Contractor shall comply, and shall cause its agents, subcontractors, and individual employees to comply, with such directions as CSD shall make to ensure the safeguarding or confidentiality of all its resources.
- 6) CSD reserves the right to require that, prior to commencing work on this Agreement, Contractor, its agents, subcontractors and individual employees involved in the performance of this Agreement, sign an information security and confidentiality statement, in a form to be provided by CSD. In such cases, Contractor shall attest that its agents, subcontractors and individual employees involved in the performance of this Agreement are bound by terms of a confidentiality agreement with Contractor similar in nature to this statement.
- 7) Contractor shall immediately notify CSD when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this Paragraph, immediately is defined as within two hours of discovery. CSD contact for such notification is as follows:

Information Security Officer  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Email: [ISO@CSD.CA.GOV](mailto:ISO@CSD.CA.GOV)

Contractor shall furnish written notification of the discovery, including a description of the nature of the breach or potential breach in security, in a form to be provided by

CSD, to the Information Security Officer within 48 hours of Contractor's discovery.

- 8) Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) that Contractor uses in the performance of this Agreement. This includes ensuring that all CSD issued computer systems are available to receive security patches, upgrades, and anti-virus updates in a timely manner, and are safely and securely stowed while not in use, to ensure the security of data that may be used, transmitted, or stored on such systems in the performance of this Agreement; and
- 9) Whenever Contractor utilizes non-State issued equipment in the performance of this Agreement, Contractor agrees, in addition to subdivisions 1 through 8 above, to:
  - a. Access and use Confidential Information only for performing Agreement duties for CSD.
  - b. Install encryption technology on all equipment, including but not limited to, personal laptops, computers, handheld devices, and removable storage devices, e.g., flash drives, CDs, and DVDs.
  - c. Store and transmit Confidential Information using encryption technology.
  - d. Pay all costs associated with complying with the encryption requirements within this section whenever utilizing non-State issued equipment.
  - e. Have fully functional and operating encryption technology in place prior to commencing work on this Agreement.
  - f. Set the lock computer feature on personal laptops or PCs to automatically engage after no more than 15 minutes of keyboard and/or mouse inactivity.
  - g. Not remove Confidential Information from any CSD-controlled work area without prior authorization from CSD staff with authority to provide such authorization; and
  - h. Consent to CSD monitoring of Contractor's activities involving use of CSD systems, applications, and/or network.

## 20. INTELLECTUAL PROPERTY

- A. Any works first developed during and/or pursuant to this Agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the CSD upon creation, and shall continue in CSD's exclusive ownership upon termination of this agreement. This means CSD shall have unlimited rights, for the benefit of the State, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement. In addition to the rights granted under this Section 19.A, the Contractor may also provide Contractor Property. The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any derivative works, trade secrets, know-how, methodologies and processes related to Contractor's products, software or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to the terms of this Agreement, Contractor grants to CSD a non-exclusive, non-transferable,

- irrevocable license to use the Contractor Property contained in the deliverables provided hereunder for the purposes of this Agreement only. Notwithstanding this provision, CSD retains the right to share the deliverables pursuant to this Agreement with its LSPs as appropriate, even if the deliverables contain Contractor Property.
- B. If the Contractor performs the work required under this Agreement with the assistance of computer-aided design (CAD) Technology, the Contractor shall deliver to CSD, on request, a USB flash drive that contains the design files and shall specify disk format and the supplier of the software and hardware necessary to use the design files.
  - C. Contractor agrees to cooperate with CSD and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.
  - D. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining CSD's prior written permission, and (b) granting to or obtaining for CSD a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
  - E. CSD does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this Agreement.

**ATTACHMENT 18 – SECTION 106 COMPLIANCE REPORT TEMPLATE**

**WEATHERIZATION ASSISTANCE PROGRAM SECTION 106 COMPLIANCE DOCUMENTATION**

**Month, Year – Month, Year**

**SUBMITTED TO:**

California State Historic Preservation Officer 1725  
23rd Street, Suite 100  
Sacramento, CA 95816  
Contact: Ed Carroll (916)  
445- 7000

**PREPARED ON BEHALF OF:**

California Department of Community Services & Development 2389  
Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Contact: Chuck Belk (916)  
913-6148

**PREPARED BY:**

Contractor Name  
Contractor Address  
Contact Name  
Contact Phone Number

**WEATHERIZATION ASSISTANCE PROGRAM SECTION 106 COMPLIANCE DOCUMENTATION MONTH, YEAR – MONTH, YEAR**

**Appendices**

- A. Reviewed Undertakings: Determined Ineligible for the National Register of Historic Places (NRHP) in the Last 5 Years
- B. Reviewed Undertakings: No Potential for Effect
- C. Reviewed Undertakings: Ineligible for the NRHP Due to Lack of Integrity
- D. Reviewed Undertakings: Ineligible for the NRHP Under Criterion C
- E. Reviewed Undertakings: Property Appears Potentially Eligible for the NRHP Under Criterion C
- F. Reviewed Undertakings: Previously Determined to be Historic Properties

**APPENDIX A - SCENARIO A**

Reviewed Undertakings: Determined Ineligible for the National Register of Historic Places in the Last 5 Years

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

Number of dwellings reported within this scenario for the quarter.

If dwellings are reported within this scenario, attached documentation must show:

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation
- List of Alterations
- Photograph (Front of Dwelling)

**APPENDIX B - SCENARIO B**

REVIEWED UNDERTAKINGS: NO POTENTIAL FOR EFFECT

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

*Number of dwellings reported within this scenario for the quarter.*

**APPENDIX C - SCENARIO C**

REVIEWED UNDERTAKINGS: INELIGIBLE FOR THE NRHP DUE TO LACK OF INTEGRITY

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

*Number of dwellings reported within this scenario for the quarter.*

**APPENDIX D - SCENARIO D**

REVIEWED UNDERTAKINGS: INELIGIBLE FOR THE NRHP UNDER CRITERION C

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

*Number of dwellings reported within this scenario for the quarter.*

*If dwellings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation
- Justification
- Photograph (Front of Dwelling)

#### **APPENDIX E – SCENARIO E**

REVIEWED UNDERTAKINGS: PROPERTY APPEARS POTENTIALLY ELIGIBLE FOR THE NRHP UNDER CRITERION C

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

*Number of dwellings reported within this scenario for the quarter.*

*If dwellings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Architectural Historian)
- Date of Evaluation
- Indication whether an undertaking was approved with only exempt measures or conditionally approved based on specific impacts to the building.
- Photograph (Front of Dwelling)

#### **APPENDIX F - SCENARIO F**

REVIEWED UNDERTAKINGS: PREVIOUSLY DETERMINED TO BE HISTORIC PROPERTIES

*Summary:*

*Level of Effort:*

*NHPA Section 106 Finding:*

*Number of dwellings reported within this scenario for the quarter.*

*If dwellings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Architectural Historian)
- Date of Evaluation

Department of Community Services & Development:  
Request for Qualifications: 2025-RFQ-125  
Environmental Services Cultural Assessment

- Indication whether an undertaking was approved with only exempt measures or conditionally approved based on specific impacts to the building.
- Photograph (Front of Dwelling)

**ATTACHMENT 19 – SECTION 106 COMPLIANCE NON-ARCHITECTURAL REPORT  
TEMPLATE**

**WEATHERIZATION ASSISTANCE PROGRAM PROGRAMMATIC AGREEMENT  
COMPLIANCE REPORT MONTH, YEAR TO MONTH, YEAR**

**SUBMITTED TO:**

California State Historic Preservation Officer 1725  
23rd Street, Suite 100  
Sacramento, CA 95816  
Contact: XXXXX XXXXXXXXX  
(XXX) XXX-XXXX

**PREPARED ON BEHALF OF:**

California Department of Community Services & Development 2389  
Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Contact: Chuck Belk  
(916) 913-6148

**PREPARED BY :**

Contractor Name  
Contractor Address  
Contact Name  
Contact Phone Number

## CERTIFICATION OF ACTIVITIES

In May 2010, the Department of Community Services and Development (CSD) entered into the *First Amended Programmatic Agreement among the California Energy Commission, the Department of Community Services and Development, the United States Department of Energy, and the California State Historic Preservation Office Regarding Section 106 Compliance for the Department of Energy American Recovery and Reinvestment Act Programs* (PA), which outlined an administrative process by which CSD would comply with Section 106. Although CSD's sub-grantees completed all WAP undertakings funded by the American Reinvestment and Recovery Act (ARRA) in August of 2012, WAP continues to be funded by the Department of Energy (DOE), albeit at a lower volume.

On March 11, 2013, the Advisory Council for Historic Preservation (ACHP) issued a Program Comment for Extending the Duration of Programmatic Agreements based on the DOE Prototype Programmatic Agreement (prototype PAs) for its Weatherization Assistance Program, State Energy Program, and Energy Efficiency and Conservation Block Grant. ACHP issued this Program Comment at the request of DOE. It allows programs with tailored compliance components regarding Section 106 of the National Historic Preservation Act set forth in the DOE PAs of 44 states to continue until December 31, 2020. The California PA is among the 44 DOE PAs based on the prototype PA and its duration, therefore, was first extended to December 31, 2020. An amendment to the PA was signed on December 31, 2025 to extend the PA until December 31, 2030, to ensure that it remains effective and to facilitate consultation between signatories.

This report documents review exemptions and reviews completed for undertakings during the fourth quarter of 2030.

April, 18,2025

By:

Chuck Belk, Section Manager  
Energy & Environmental Services Division  
Department of Community Services and Development

## **PART I**

### **EXEMPT UNDERTAKINGS NOT REQUIRING REVIEW BY SHPO**

As stated in Stipulation I.B., Attachment A of the PA establishes categories of individual undertakings that are exempt from California State Historic Preservation Officer (SHPO) review.

#### **A. PROPERTIES LESS THAN 45 YEARS OLD**

WAP undertakings may affect properties less than 45 years old at the time the work takes place. To CSD's knowledge, all such properties have not been determined eligible under National Register of Historic Places (NRHP) Criterion Consideration G for exceptional significance, as set forth in Section A, Attachment A of the PA. Records regarding properties less than 45 years old are the responsibility of CSD's sub-grantees.

CSD's sub-grantees weatherized a total of XXXX dwellings during the XX quarter of XXXX. Of that total number, XXXX of the dwellings (XX%) were less than 45 years old.

#### **B. PLANNING, TRAINING AND EDUCATION**

XX formal training sessions were conducted during this quarter. The recorded "Historic Preservation On-Line Automated System Training for New Users" webinar continued to be available to CSD's sub-grantees on an ongoing basis. Informal training, assistance, and support were available to CSD's sub-grantees throughout the quarter via the "Help Desk" of CSD's "Historic Preservation Online Weatherization Project Approval" website. These activities are consistent with those set forth in Section B, Attachment A of the PA.

#### **C. C.-L. SMALLER SCALE ACTIVITIES AND ROUTINE PROJECTS**

In accordance with Stipulation I.B., the following undertakings are exempt from SHPO review because they consist of primarily smaller scale activities and routine projects, without the potential for adversely affecting historic properties. The activities are limited to those set forth in Sections C through L of Attachment A of the PA. In accordance with PA Stipulation I.B.2, the scope of work for undertakings that qualify for review exemption under Attachment A of the PA was documented by the CSD, CSD's sub-grantees, or the contractor. Pursuant to Stipulation XI of the PA, CSD consulted with SHPO on August 16, 2011, to discuss additions and revisions to Amendment A of the PA. These additions and revisions were agreed to in writing on September 13, 2011. They are fully detailed in Part III of Compliance Report for the 3rd quarter of 2011. The properties listed on Part 1 Appendix A reflect these new and revised exemptions.

See Part I Appendix A for Smaller Scale Activities and Routine Projects documented during this quarter.

## **PART II**

### **REVIEWED UNDERTAKINGS**

As a result of meetings with SHPO and CSD on July 15, 2010, November 23, 2010, and August 16, 2011, CSD proposed techniques to achieve compliance with Section 106 in an expedited fashion. These techniques involved review by consultants having expertise in the Section 106 consultation process and meeting the Secretary of Interior's Professional Qualifications Standards (36 CFR Part 61). CSD engaged with SHPO consultant and its sub-consultants. In accordance with Stipulation I.2 of the PA, SHPO approved CSD's consultant (CSD's consultant). The agreed upon techniques, which involve a carefully circumscribed level of effort and streamlined documentation, fall within six categories, identified as A through F below.

#### **A. DETERMINED INELIGIBLE FOR THE NRHP IN THE LAST 5 YEARS**

Pursuant to PA Stipulation III.C., the properties listed in Part II Appendix A are not historic and are not subject to further review because they were determined, pursuant to 36 CFR § 800.4(c)(2), to be ineligible for inclusion in the NRHP in the last five years. In accordance with PA Stipulation I.B.2., the review was conducted by CSD's consultant by searching the California Historical Resources Inventory System (CHRIS) provided by SHPO and dated December 31, 2010, unless otherwise stated.

Because WAP activities are conducted on a unit-by-unit basis, multi-unit properties are sometimes submitted for review more than once. To avoid duplicative and unnecessary reporting, once a multi-unit property has been determined ineligible for the NRHP under WAP, subsequent submittals are not reported in Part II, Appendix A. If a multi-unit property determined ineligible for the NRHP under WAP is submitted for review more than five (5) years after its initial review, it will be re-reviewed for eligibility, and results will be reported here. In the case of multi-unit properties listed in or determined eligible for the NRHP, each submittal is reviewed in accordance with the terms of the PA. Such reviews are reported under Part II Appendix E or Part II Appendix F, as appropriate.

Properties previously determined ineligible for listing in the NRHP are normally provided in Part II Appendix A, but there were no properties in this category this quarter.

#### **B. NO POTENTIAL FOR EFFECT**

The nonexempt undertakings in Part II Appendix B have no potential to affect a building's historic character-defining features, whether or not that building meets NRHP criteria, because:

1. The building would not be “impacted visually” in accordance with PA Stipulation IV.A.1. because the proposed work is limited to a minor feature(s),
2. The building would not be “impacted visually” in accordance with PA Stipulation IV.A.1. because the work is limited to a feature or in an area of the building that was previously altered and changes to it would not further alter the building’s historic character-defining features, based on the judgment of CSD’s consultant, or
3. There would only be a minor impact to the building, and the undertaking conforms to the Secretary’s Standards for the Treatment of Historic Properties (Secretary’s Standards) in accordance with PA Stipulation IV.A.2.

In accordance with PA Stipulation I.B.2., the review of each undertaking was conducted by CSD’s consultant. No California Department of Parks and Recreation (DPR) 523 forms will be prepared as support documentation. The property is not eligible to receive a California Historical Resource (CHR) Status Code of 6U<sup>1</sup> as a result of this review because it has not been evaluated for NRHP eligibility, and therefore, it should more appropriately be recorded as a 7R<sup>2</sup> in the CHRIS.

Properties previously determined to have no potential for effect are normally provided in Part II Appendix B, but there were no properties this quarter.

#### C. INELIGIBLE FOR THE NRHP DUE TO LACK OF INTEGRITY

Each of the properties listed in Part II Appendix C is over 45 years old but is ineligible for inclusion in the NRHP under Criterion C because it has already been substantially altered and lacks integrity of design, materials and/or workmanship. In accordance with PA Stipulation I.B.2., CSD’s consultant evaluated each property, checked with the appropriate local government agency, reviewed the CHRIS, and documented its findings in a format presented to SHPO on November 23, 2010. In accordance with PA Stipulation IV.A.1., each undertaking would affect no historic properties because there are no historic properties present. Each property will receive a CHR status code of 6U<sup>3</sup> for this undertaking only and should be recorded with a CHR status code of 7R<sup>4</sup> in the CHRIS because it was not evaluated under NRHP Criteria A or B, for its association with important events or persons.

See Part II Appendix C for properties previously determined ineligible for listing in the NRHP due to lack of integrity.

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<sup>1</sup> CHR Status Code of 6U is defined as: Determined ineligible for the National Register pursuant to Section 106 without review by SHPO.

<sup>2</sup> CHR Status Code of 7R is defined as: Identified in Reconnaissance Level Survey: Not Evaluated for the National Register.

<sup>3</sup> CHR Status Code of 6U is defined as: Determined ineligible for the National Register pursuant to Section 106 without review by SHPO.

4 CHR Status Code of 7R is defined as: Identified in Reconnaissance Level Survey: Not Evaluated for the National Register.

5 CHR Status Code of 6U is defined as: Determined ineligible for the National Register pursuant to Section 106 without review by SHPO.

#### D. INELIGIBLE FOR THE NRHP UNDER CRITERION C

Each of the properties in Part II Appendix D is at least 45 years old but is ineligible for the NRHP under Criterion C because it lacks quality of significance. CSD's consultant evaluated the property, checked with the appropriate local government agency, reviewed the CHRIS, and documented its findings in a columnar report. In accordance with PA Stipulation IV.A.1., the undertaking would affect no historic properties because there are no historic properties present. The property will receive a CHR status code of 6U5 for this undertaking only and should be recorded with a CHR status code of 7R6 in the CHRIS because it was not evaluated under NRHP Criteria A or B, for its association with important events or persons.

See Part II Appendix D for all properties determined ineligible for inclusion in the NRHP under Criterion C.

#### E. PROPERTY APPEARS POTENTIALLY ELIGIBLE FOR THE NRHP UNDER CRITERION C

Each of the properties in Part II Appendix E appears potentially eligible for listing in the NRHP under Criterion C. CSD's consultant evaluated the property, checked with the appropriate local government agency, and reviewed the CHRIS. Evaluation work was halted before CSD's consultant conducted research of the property and its historic context or prepared a detailed DPR 523A and BSO Record (DPR 523B) to fully evaluate the property's NRHP eligibility. CSD's consultant reviewed and, if necessary, denied nonexempt measures in order to avoid a potential adverse effect.

The undertaking may be approved with only exempt measures or conditionally approved as below:

1. There would only be a minor impact to the building and the undertaking conforms to the Secretary's Standards in accordance with PA Stipulation IV.A.2., or
2. Measures that would have more than a minor impact to the building were denied by CSD or CSD's consultant, and the remaining measures conform to the Secretary's Standards.

Properties that appear potentially eligible for the NRHP are normally provided in Part II Appendix E, but there were no properties in this category this quarter.

6 CHR Status Code of 7R is defined as: Identified in Reconnaissance Level Survey: Not Evaluated for the National Register.

#### F. PREVIOUSLY DETERMINED TO BE HISTORIC PROPERTIES

In accordance with PA Stipulation III., CSD's consultant reviewed CHRIS, the National Park Service's Focus Database for NRHP listed properties (NPS Focus), and/or other available documentation of NRHP eligible properties. The properties in Part II Appendix F were previously determined to be historic properties, either individually, as part of a historic district, or as part of a multiple property nomination. CSD's consultant reviewed and, if necessary, denied nonexempt measures in order to avoid a potential adverse effect.

The undertaking may be approved with only exempt measures or conditionally approved as below:

1. There would only be a minor impact to the property and the undertaking conforms to the Secretary's Standards in accordance with PA Stipulation IV.A.2., or
2. Measures that would have more than a minor impact to the building were denied by CSD consultants and the remaining measures conform to the Secretary's Standards.

Properties previously determined to be historic properties are normally provided in Part II Appendix F, but there were no properties in this category this quarter.

#### G. DIRECTED ANALYSIS

Identify whether there were any Directed Analysis activities to report this quarter.

### **PART III**

#### RECOMMENDATIONS

Identify whether there are any recommendations to offer this quarter.

#### Appendices

##### **Part I**

- A. Exempt Undertakings: C-L. Smaller Scale Activities and Routine Projects

##### **Part II**

- A. Reviewed Undertakings: Determined Ineligible for the NRHP in the Last 5 Years
- B. Reviewed Undertakings: No Potential for Effect
- C. Reviewed Undertakings: Ineligible for the NRHP Due to Lack of Integrity
- D. Reviewed Undertakings: Ineligible for the NRHP Under Criterion C

- E. Reviewed Undertakings: Property Appears Potentially Eligible for the NRHP Under Criterion C
- F. Reviewed Undertakings: Previously Determined to be Historic Properties

## Part I Appendix A

### Exempt Undertakings: C-L. Smaller Scale Activities and Routine Projects

#### *Summary:*

If Exempt Undertakings are reported within this scenario, attached documentation must show:

- Address
- City
- County
- Year Built / Source
- Reviewed by: (Name of Architectural Historian)
- Date of Review

## Part II Appendix A

### Reviewed Undertakings: Determined Ineligible for the NRHP in the Last 5 Years

#### *Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Reviewed by: (Name of Architectural Historian)
- Date of Review

## **Part II Appendix B**

### Reviewed Undertakings: No Potential for Effect

#### *Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source

- Reviewed by: (Name of Architectural Historian)
- Date of Review

### **Part II Appendix C**

Reviewed Undertakings: Ineligible for the NRHP Due to Lack of Integrity

*Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation:

### **Part II Appendix D**

Reviewed Undertakings: Ineligible for the NRHP Under Criterion C

*Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation:

### **Part II Appendix E**

Reviewed Undertakings: Property Appears Potentially Eligible for the NRHP Under Criterion C

*Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source

Department of Community Services & Development:  
Request for Qualifications: 2025-RFQ-125  
Environmental Services Cultural Assessment

- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation:

## **Part II Appendix F**

Reviewed Undertakings: Previously Determined to be Historic Properties

*Summary:*

*If Exempt Undertakings are reported within this scenario, attached documentation must show:*

- Address
- City
- County
- Year Built / Source
- Evaluated by: (Name of Architectural Historian)
- Date of Evaluation: