



REQUEST FOR PROPOSAL SECONDARY (Federal)

Notice to Prospective Proposers

25-20-009 Environmental Consulting Services for HUD-Funded Projects

March 5, 2026

The California Department of Housing and Community Development (HCD) invites you to review and respond to this Request for Proposal (RFP), for 25-20-009 **Environmental Consulting Services for HUD-Funded Projects**.

In submitting your proposal, Proposers agree that they have read, understood, and shall comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of a Proposer's proposal. By submitting a response, Proposers agree to the terms and conditions stated in this RFP and that the proposal covers all labor, materials, tools, and equipment necessary to provide services in accordance with the specifications and provisions received for this RFP and any resulting agreement. Proposers are responsible for their own costs of responding to this RFP.

This RFP is published online at the California State Contracts Register (CSCR) Cal eProcure web site at: CaleProcure. To ensure receipt of any addenda that may be issued, and answers to any questions posted, you must register online at [Cale Procure/Bidder Register](http://CaleProcure/BidderRegister).

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 2/2025) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at the following internet site: [Standard Contract Language for Non-IT Services](http://StandardContractLanguageforNon-ITServices). If you do not have Internet access, a hard copy can be provided by contacting the Contract Analyst listed below

In the opinion of HCD, this RFP is complete. However, if you have questions, or need clarifying information, the contact person for this RFP is:

Jeffrey Sharp

HCD Contract Analyst

Jeffrey.Sharp@hcd.ca.gov and ServiceContracts@hcd.ca.gov

(916) 907-3774 and (916) 620-3527

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Schedule Of Events: *

All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times. If HCD finds it necessary to change any of these dates, it shall be accomplished via an addendum to this RFP. Any dates that follow the final date for proposal submission are only approximate and may be adjusted as conditions indicate without addendum to this RFP.

Event:	Date:	Time (PST):
RFP Available to Prospective Proposers	03/05/2026	5:00 PM
Deadline to Submit Written Questions	03/10/2026	2:00 PM
Deadline to Post Responses to Written Questions	03/12/2026	2:00 PM
Final Date for Proposal Submission ²	03/23/2026	2:00 PM
Anticipated Interview Schedule (If needed)	04/09/2026- 04/10/2026	TBD
Anticipated Notice of Intent to Award	04/14/2026	
Anticipated Agreement Start Date	06/01/2026	
Proposed Contract Term	36-Month Term	

¹ Proposers must submit proposals identifying the applicable RFP number by the dates specified in the Schedule of Events and as described below in Section 11, RFP Submission Guidelines. Proposals must **ONLY** be submitted to rfp.ifb@hcd.ca.gov, **NOT** the email addresses listed on page one (1) of this solicitation. It is the responsibility of the Proposer to ensure they have read request enabled for their submission. If the Proposer does not receive an email response to their RFP submission within three (3) business hours, the Proposer must call the phone numbers listed on page one (1) of this solicitation.

1. QUESTIONS AND CLARIFICATIONS REGARDING THE RFP:

Proposers that have questions or require clarifications of the intent and content of this RFP may request clarification only by submitting questions via electronic mail to: ServiceContracts@hcd.ca.gov and Jeffrey.Sharp@hcd.ca.gov. Do not send questions to rfp.ifb@hcd.ca.gov unless you are confirming receipt of your submission.

Please reference RFP 25-20-009 Environmental Consulting Services for HUD-Funded Projects in the subject line.

To ensure a response, questions must be received by the date and time specified in the Schedule of Events listed above. Responses to questions received by this date will be posted to the Cal eProcure website, without identifying the source of the query, on or before the date specified in the Schedule of Events listed above.

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

A. Errors and Omissions

- 1) If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, it is the Proposer's responsibility to immediately notify HCD of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described above, Questions and Clarifications Regarding the RFP.
- 2) Modifications to the RFP will be made by addenda issued pursuant to the following Section B, Addenda. If a Proposer fails to notify HCD of a known error prior to the final dates of submission, or an error that reasonably should have been known, the Proposer will assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

B. Addenda

HCD may modify any part of the RFP, prior to the date Proposals are due, by issuance of one or more addenda. Addenda will be numbered consecutively and posted to the Cal eProcure website. HCD will not notify potential Proposers of Addenda.

C. Proposer's Costs

All costs for developing Proposals are entirely the responsibility of the Proposer and will not be chargeable to HCD.

2. ADMINISTRATIVE INFORMATION

A. Background

HCD's Mission is to promote safe, affordable homes and vibrant, inclusive, sustainable communities for all Californians. The Department of Housing and

Community Development values diversity at all levels of the organization and is committed to fostering an environment in which employees and partners from a variety of backgrounds, cultures, and personal experiences are welcomed and can thrive. We believe the diversity of our employees and our partners bring their unique ideas and perspectives that inspire innovative solutions to further our mission.

In 1965, the California State Legislature created the Department of Housing and Community Development (HCD) to serve as a catalyst in seeking solutions to California's housing and community development problems through grant management, technical assistance, research, enforcement, and policy development and implementation.

Within HCD, the Division of Federal Financial Assistance (DFFA) administers HUD (U.S. Department of Housing and Urban Development) annual and disaster recovery funding that is delivered within and directly to rural, low-capacity, disaster-impacted, and non-entitlement communities (those that don't receive funding directly from HUD), as well as non-profits, developers, and tribes across the State to provide homeownership opportunities; create affordable housing and economic development opportunities; address and prevent homelessness; and deliver vital locally-driven planning activities, public services, and public facility and infrastructure projects

The HUD programs DFFA administers include, but are not limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and National Housing Trust Fund (NHTF), as well as other annual and special congressional allocations such as Community Development Block Grant Disaster Recovery (CDBG-DR).

HUD fulfills its National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA) obligation through its own implementing regulations pursuant to 24 Code of Federal Regulations Part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) (Part 58), which delegates environmental review responsibilities to local governments or other Responsible Entities (REs). As a State recipient of HUD funds, HCD may either:

- 1) Act as a grant recipient directly funding or undertaking a project and thereby assume the role of Responsible Entity (RE); or
- 2) Exercise HUD's responsibilities with respect to approval of a unit of general local government's (grantee) environmental certification, under which the grantee is the RE. When a State distributes funds to a grantee, the State must provide appropriate procedures by which the grantees will evidence their assumption of environmental responsibilities. As a steward of public funds, HCD accepts responsibility for the quality and accuracy of the local environmental review process as it pertains to HUD and HCD projects.

B. Condition of Award

The awarded Contractor will not be authorized to commence performance of services or delivery of goods described in this Agreement prior to the Effective Date and execution of the contract. Any delivery of goods or performance of services by the awarded Contractor that is commenced prior to the Effective Date will be considered gratuitous on the part of the Contractor with no cost or obligation on the part of HCD.

C. No Guarantee of Quantities

The scope and quantities referenced in this RFP are estimated to be the amount needed based on current information available to HCD. HCD is not obligated to contract for or to accept more than the actual requirements needed during the period of this Agreement, as determined by actual needs and availability of appropriated funds. HCD reserves the right to increase or decrease quantities and make adjustments between individual task budgets, as appropriate, at the prices stated in the Agreement resulting from this RFP.

D. Definitions

This list is not exhaustive. Definitions will be incorporated as Exhibit A, Attachment 2 or attachment to the executed Agreement, as applicable.

24 CFR Part 51 (Part 51) – 24 Code of Federal Regulations part 51 contains HUD's environmental standards, criteria and guidelines.

24 CFR Part 58 (Part 58) – 24 Code of Federal Regulations part 58 contains HUD's instructions and guidance for conducting environmental reviews and obtaining approval of a Request for Release of Funds.

Agreement/Contract - A negotiated and legally binding agreement between the California Department of Housing and Community Development (HCD) and the awarded Contractor.

Code of Federal Regulations (CFR) - The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

Contractor – Denotes the Proposer that is awarded an agreement as a result of this procurement and will have full responsibility and liability for its subcontractors and the completion of all deliverables.

Department of General Services (DGS) – The State of California's procurement authority.

HCD Contract Manager – The authorized representative of HCD responsible for administering this Agreement and overseeing Contractor performance on behalf of HCD. The Contract Manager can delegate roles to a designee(s). This definition is inclusive of the Contract Manager’s designee(s).

Key Personnel - Personnel considered to be essential to the work being performed under this Agreement. Key Personnel include, but are not limited to, all personnel who will exercise a major administrative role or major policy or consultant role, including those of the subcontractor to the contractor. Key Personnel is defined to indicate which staff need to meet minimum requirements. Key Personnel may serve in more than one role.

Other Direct Costs (ODC) - Unless otherwise mentioned, includes costs such as phone equipment and service, program related media needs, postage, copying, printing, supplies, computer peripherals, and software, licensing, or other fees.

Primary Point of Contact (POC) - Contractor’s principal point of contact for HCD. On behalf of the Contractor, the POC oversees implementation of the program, including, but not limited to, all day-to-day activities, contracting, subcontracting, staffing, billing, and quality control.

Proposal - A response to a solicitation for proposals (e.g., RFP).

Proposer - Denotes any entity that submits a Proposal responding to a solicitation for proposals prior to award. Proposer is inclusive of subcontractors.

Scope of Work (SOW) - Unless context provides otherwise, Scope of Work refers to the Scope of Work of the proposed Agreement (Section 18 of this RFP, Exhibit A).

Shall, Must, or Will - Denotes mandatory language; a requirement that must be met without alteration.

Should, Can, or May - Denotes desirable, non-mandatory language.

Subcontractor - Subcontractor to the Proposer that is awarded the contract as a result of this solicitation.

Tiered Environmental Reviews - Under Part 58, responsible entities can streamline their environmental reviews to avoid repeating the same environmental assessment for program planning or projects with the same or similar activities within a defined geographical area and timeframe.

Unit of General Local Government (UGLG) - Any city, county, town, parish, village, or other general purpose political subdivision of a State.

U.S. Department of Housing and Urban Development (HUD) – The federal department that distributes funds to communities to support their efforts to provide decent housing, suitable living environments, and expanded economic opportunities for low and moderate-income individuals and households.

3. PURPOSE AND TERM

A. Purpose

HCD is seeking proposals from qualified environmental consulting firms with proven experience and expertise in preparing environmental documents and providing technical assistance to ensure compliance with Part 58, the California Environmental Quality Act (Pub. Resources Code § 21000 et seq.) (CEQA), and other applicable environmental requirements.

To effectively meet the needs of HCD and its requirements under Part 58 and other related environmental regulations, it is expected that the Contractor will be able to review and prepare (or assist with preparing) reports and administrative records that are adequate and legally defensible, maintain a current and thorough understanding of most up-to-date guidance of Part 58 and CEQA and other associated regulations and laws, understand the construction process, and understand and articulate the requirements for each unique project and a range of federal funding sources.

The Contractor shall understand HCD's unique role with various federal funding sources, depending on the applicant, and ensure compliance with the latest guidance from HCD, HUD, and CEQA; work under tight timelines or on short notice in a cost-effective manner; and assist in communicating with applicable agencies, partners, stakeholders, and the public.

In addition to ensuring HCD's actions are compliant with environmental laws, regulations, best practices, and guidance, the Contractor will have the responsibility to help ensure that the principles, practices, and administrative records are carried out and implemented in accordance with the laws and regulations, as well as HCD's policies and procedures. Failure to meet compliance requirements may result in project and funding delays, loss of existing or future funding, repayment of funds, and poor optics for HCD.

B. Agreement Term:

06/01/2026 or Upon approval by the Department of General Services (DGS), whichever is later, through May 31, 2029. Any permitted amendment(s) would continue the services outlined in the original Scope of Work, as

described in Section 18 of this RFP, [Exhibit A \("Scope of Work"\)](#) at the same terms and rates.

C. Scope of Work

Please refer to the [Scope of Work](#) of the proposed Agreement (Section 18 of this RFP, Exhibit A).

4. PROPOSER'S MANDATORY QUALIFICATIONS AND REQUIREMENTS:

A. In General

Proposals must describe the Proposer's qualifications and expertise in the format outlined in the RFP. A proposal will not be considered complete unless it contains all of the items described below. Proposers are not to alter or modify the forms other than by providing the required information; please note, adding your firm's logo or letterhead to the form is not considered a modification or alteration of the form. Failure to provide adequate evidence, documentation, forms, or any required information may cause the Proposal to be rejected.

All listed staff must have the minimum required years of experience documented through resumes and other relevant supporting documentation, such as past contracts or finalized work products for performance of work with agencies other than HCD, evidencing the experience specified below in Section 4.B. Technical Proposal Mandatory Required Qualifications, resumes may be used to help evaluate the technical proposal and ensure the minimum requirements of staff listed are met.

The Proposer must demonstrate and meet the following Mandatory qualifications and requirements. Failure to provide adequate evidence and/or documentation will cause the proposal to be rejected. The mandatory qualifications and requirements of this section, ("In General") and relevant supporting documentation provided will be scored on a pass/fail basis. All documentation that is scored on a pass/fail basis may be used for further evaluation. Proposals that are determined, in the sole discretion of HCD, to fail any mandatory qualifications or requirements will be deemed nonresponsive and will not be further evaluated.

- 1) Utilizing Section 17, Attachment 6, "Mandatory Qualifications Certification," Proposer must certify that they are a corporation, partnership, or other entity lawfully authorized and qualified to do business in the State of California.
- 2) Utilizing Section 17, Attachment 6, "Mandatory Qualifications Certification," Proposer and each subcontractor must certify that they are and will continue to meet all terms and conditions for operating a business

in the city, county, or city and county in which the business is headquartered.

- 3) Utilizing Section 17, Attachment 6, "Mandatory Qualifications Certification," Proposer and each subcontractor must certify that there is no conflict of interest between existing client relationships and the ability to vigorously and fully represent HCD and that they have reviewed the Conflict of Interest provisions included in Section 28 ("Conflict of Interest Clause") of Exhibit D of the proposed Agreement (Section 18 of this RFP, Exhibit D, Section 28).
- 4) Utilizing Section 17, Attachment 6, "Mandatory Qualifications Certification," Proposer must certify its ability to adequately staff and scale personnel levels to maintain agreed upon service levels at startup and throughout the term of the Agreement, which may include a varying volume of work in varying locations across the State.
- 5) Utilizing Section 17, Attachment 25, "Contractor Roles Assignment of Staff and Subcontractors," Proposer must list all current Key Personnel, including any subcontractors' Key Personnel, who will be performing services under the Agreement and their roles and provide an organizational chart with clearly defined levels of authority and oversight. Key Personnel must be skilled, experienced professional and/or technical personnel who meet or exceed the qualifications described below in Section 4.B, Technical Proposal Mandatory Required Qualifications and Experience.
- 6) Utilizing Section 17, Attachment 4, "Resumes," provide resumes for Key Personnel of Proposer's firm and any subcontractors, including, but not limited to, the Primary Point of Contact (POC), and technical or resource area leads who will be assigned to the Work.
- 7) Proposer must submit all items listed in Section 5, "Proposal Content."

B. Technical Proposal Mandatory Required Qualifications and Experience

- 1) Proposer must have at least five (5) years of experience with full preparation, quality control, and project management of Part 58 EAs (Environmental Assessments), Categorically Excluded Subject To 58.5 (CEST) reviews consistent with 24 CFR 58.5 and 24 CFR 58.6, and similar documents on behalf of government entities that are in compliance with 24 CFR Part 58, CEQA, and related regulations.
 - I. This experience must include the full preparation, quality control, and project management of at least three (3) EAs for new affordable

housing construction projects that met the requirements of 24 CFR Part 58 and were funded through HUD.

- 2) Proposer must have experience preparing at least one (1) environmental compliance report that meets the requirements of 24 CFR Part 93.301(f) for a Housing Trust Fund (HTF) project.
- 3) Proposer must have experience preparing at least one (1) Part 58 EA for a HOME multi-family housing project. This may count towards the requirements of number 1 above.
- 4) Proposer must have experience preparing at least one (1) Part 58 EA for a Tribal housing project through the Indian Housing Block Grant program (25 U.S.C. § 4111 et seq.) or other Tribal program subject to Part 58. This may count towards the requirements of paragraph (1) of this Section 4.B.
- 5) Proposer must have experience preparing at least one (1) CEQA document.
- 6) Proposer must have experience with tribal consultation and cultural sensitivities, policies, laws, and the unique requirements of implementing Tribal housing projects in California.
- 7) Key Personnel, including those working on special studies, must have at least two (2) years of experience, must possess education and experience commensurate with the particular area or task they are working on, and must have the appropriate registration, license, or certification for work they will perform under the proposed Agreement, as required by law.
- 8) Key Personnel that are authorized to sign environmental documents on behalf of the Contractor must have, at minimum, a bachelor's degree in an environmental-related field which may include, but is not limited to, environmental sciences or studies, planning, or engineering.
- 9) Primary POC must have demonstrated experience leading environmental professionals and staff, preparing and reviewing environmental documents in compliance with 24 CFR part 58, and providing quality assurance and control.
- 10) Key Personnel providing technical assistance, capacity building, subject matter expertise, or training must have at least two (2) years of experience providing similar tasks relevant to the Scope of Work.
- 11) Proposer must possess the necessary resources to deploy sufficient and qualified personnel and manage multiple projects with short turnaround times.

- 12) Proposer must take complete responsibility for the performance of its staff and subcontractors and for making payments of any and all charges resulting from the Agreement.
- 13) Proposer must not have had an early termination of a contract similar in scope to this RFP due to breach of contract or lack of performance in the last five (5) years.

C. Insurance Requirements- Not required to be submitted with Proposal

The awarded Contractor will not commence performance under the Agreement until the Proposer has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Proposer with a Combined Single Limit (CSL) of not less than \$1,000,000.00 per occurrence. The Proposer will provide written notice to HCD within five (5) business days of any cancellation, non-renewal, or material change that affects the required insurance coverage. The certificate of insurance must include the following provision: "The State of California, HCD, and their officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this Agreement."

5. PROPOSAL CONTENT

Proposals must describe the Proposer's qualifications and expertise in the format outlined in the RFP. A proposal will not be considered complete unless it contains all of the items described below.

A. Attachment 2: Table of Contents

Properly identify each proposal requirement and the contents therein. Number the pages for all documents.

B. Attachment 3: Cover Letter of Interest

Provide a Cover Letter of Interest, which will be considered an integral part of the Proposal and must be signed by an individual who is authorized to bind the Proposer contractually. The cover letter must state the individual is so authorized and must identify the title or position that the individual holds in the Proposer's firm. An unsigned cover letter will cause the Proposal to be rejected. The letter must contain all of the following:

- 1) A statement to the effect that the Proposal is a firm and irrevocable offer good through the effective date of the resulting contract.

- 2) A statement expressing the Proposer's willingness to perform the services as described in this RFP.
- 3) A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.
- 4) The principal place of business and the contact person, title, telephone, and email address of a single person for possible contact during this RFP review process.
- 5) A statement expressing that the Proposer will continue to meet all terms and conditions for operating a business in the city, county, or city and county in which the business is headquartered.
- 6) By signing the cover letter of interest and Proposal, the Proposer certifies that the signatory is authorized to bind the Proposer/Standard Agreement, if awarded.

C. Required Attachments

A complete proposal or proposal package must also include all items identified in Section 17, [Attachment 1, Required Attachment Checklist below](#).

D. Attachment 24: Technical Proposal

Proposers must provide all requested information as outlined below in Section 6, Technical Proposal, of this RFP.

6. TECHNICAL PROPOSAL (Max 250 Points)

In addition to meeting the Mandatory Qualifications and Requirements in Section 4, the Proposer, Key Personnel, and any subcontractors, will be scored on what is documented in their technical proposal response, as well as through resumes of Key Personnel who will be performing the work, and other relevant supporting documentation.

Please organize your response according to the outline below. The total maximum points for each category are provided in parentheses and will be scored on a points-earned basis as described in Section 12, "Evaluation and Scoring Process."

A. Qualifications and Experience of Organization, Key Personnel, Subcontractors
(Max 150 points)

The responses must indicate that the Proposer has a clear understanding of the scope of the work to be performed and explain how the Proposer and its Key Personnel and/or subcontractor(s) meet the requirements:

- 1) Provide a detailed description of each of three (3) relevant examples of projects during the last five (5) years working with government entities on projects similar in size, scope, and function to that of this RFP. The description must include the governmental entity, type of project, level of review, and Key Personnel. For one of the examples provided, provide one 24 CFR Part 58 Environmental Assessment level of review as an attachment. The EA will be evaluated using current HUD guidance on properly documenting compliance with each part, as part of the scoring. (Max 40 points).
- 2) For each project described pursuant to question one (1), indicate the relevant work experience and proper skills, expertise, or licenses or certificates used to effectively meet the requirements of the scope of work of the project. (Max 30 points).
- 3) Describe your proposed Key Personnel's experience and qualifications in conducting special studies and with assisting with regulatory agency consultations. (Max 30 points).
- 4) Describe your Key Personnel's experience in implementing technical assistance, capacity building, subject matter expertise, and training engagements similar in nature to that of this RFP. (Max 30 points).
- 5) Describe how Proposer and its Key Personnel and/or subcontractor(s) possess the experience and qualifications assisting with tribal consultations and implementing tribal engagements and preparing tribal monitoring plans. (Max 20 points).

B. Work Plan/Schedule/Approach and Methodology (Max 100 points)

- 1) Proposer shall provide a general work plan/schedule and approach and methodology for each of the five (5) tasks identified in Sections 5.F and 5.G of the Scope of Work ("Contractor Tasks" and "Delivery of Services"). The Work Plan/Schedule and Approach and Methodology should demonstrate the Proposer's understanding of the requested services, be consistent with all requirements of the Scope of Work, outline the steps for documenting compliance with Part 58 and other applicable requirements, and identify each major task, necessary subtask, deliverables, and/or specific milestones (Max 30 points).
- 2) Considering the example project below, the Proposer shall provide:

- I. A sample work plan and schedule outlining the steps for completing a typical NEPA Environmental Assessment that is compliant with Part 58 and any other related regulations.
- II. An approach and methodology for providing the required work plan/schedule and services and for identifying and completing the tasks necessary to comply with the requirements described within the Scope of Work.

The Work Plan/Schedule and Approach and Methodology should outline the steps for documenting compliance with Part 58 and other applicable requirements, and identify each major task, necessary subtask, deliverables, and/or specific milestones.

HCD acknowledges that every project is different and that the environmental review process is subject to possible delays or constraints. However, this question allows HCD to evaluate fairly each firm's understanding on how to implement Part 58.

Example Project

HCD is providing \$1,000,000 of HUD HOME funds and \$1,000,000 in State Homekey funds to a developer for acquisition, rehabilitation, and conversion of a motel into permanent supportive housing. Special Conditions:

1. A corner of the property is in a special flood hazard area, 100-year floodplain. The project is located in a community that is a member of the National Flood Insurance Program (NFIP).
2. The property is an infill property in a primarily residential area with most of the adjacent housing having been built between 1945-1950.
3. The project is on a major thoroughfare.
4. Assume no other special conditions or issues and that no other additional special studies or technical investigations will be needed (or they will have been provided as reference).
5. If the applicant is a non-profit developer what is HCD's role? How does it change if the applicant is a unit of local government? (see RFP Background section above).

(Max 25 points).

- 3) Proposer shall provide their approach and methodology for starting up operations, for minimizing risk and maintaining compliance, managing subcontractors, client and tribal communication, communication between the POC and HCD Contract Manager, coordination with the State Historic Preservation Officer (SHPO) and other entities, project management, ensuring completion of critical tasks and exemplary customer service, project and file management, record retention, and implementing a quality assurance process (Max 15 points).
- 4) Proposer shall provide their mechanisms for delivering services and approach for managing operations to provide efficiency and effectiveness and optimizing the use of personnel and other resources/tools/databases (Max 15 points).
- 5) Proposer shall provide an approach and methodology for helping HCD and its grantees and subrecipients adapt to changing environmental regulations (Max 15 points).

Note: Responses to this section are used for evaluation purposes only. However, at HCD's discretion, some or all of the Proposer's response may be incorporated (and modified) into the Agreement, as applicable.

7. COST PROPOSAL (Max 130 Points)

- A. Complete the [Section 17, Attachment 8, Cost Proposal](#) worksheet, which will consist of the required tasks of this Agreement, as a guide to prepare a proposal for completing the services within the Scope of Work to allow for completion within the Agreement term.
- B. The cost proposal will be scored as set forth in Section 12 below.
- C. All labor categories, classifications, tasks and staff including Key Personnel and non-Key Personnel must be included in the Proposal and are subject to written approval by HCD.
- D. The awarded Proposer from this RFP will be paid the actual billable rates proposed for all services based on the costs set forth in the Standard Agreement with HCD as proposed under this RFP.
- E. This is a competitive solicitation and HCD encourages all Proposers to submit their **best and final cost** proposal with all applicable documentation.

8. PROPOSER REFERENCES (Max 50 Points)

Proposer must submit applicable references using the form in Section 17, Attachment 7 (“Proposer References”): Proposer must provide three (3) references for customers for whom the Proposer has provided services of the same nature and type as those outlined in this solicitation and consistent with the Scope of Work. Each reference will use Attachment 7 to provide Customer Satisfaction Ratings in five categories, adding up to 50 points. The three overall totals will be averaged. At HCD’s discretion, points may be confirmed with references. The Proposer is responsible for ensuring that the Proposer’s Reference document is timely completed by each Reference and submitted with the Proposal. Proposers shall not complete Customer Satisfaction Ratings on behalf of any reference.

9. ORAL INTERVIEWS, IF REQUIRED (Max 100 Points)

- A. HCD, at its sole discretion, may require Proposers to participate in an interview which may also require an oral presentation of how they propose to meet the objectives of this RFP. It is HCD’s discretion to choose how many Proposers to interview based on the highest scoring Proposals.

10. FEDERAL PREFERENCE AND INCENTIVES PROGRAM

- A. Disadvantaged Business, Including Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) Outreach
 - 1) California and the federal government are committed to equal opportunity for contracting. All disadvantaged businesses such as small business, MBE, WBE, disabled veteran businesses are encouraged to respond to this RFP.
 - 2) As outlined in 2 CFR 200.321, non-federal entities must take all necessary affirmative steps to assure that minority businesses, women’s businesses, and labor surplus firms are used when possible. To meet this requirement, Proposers who are a WBE or MBE are encouraged to respond or be a part of a team, which responds to the RFP.

11. RFP SUBMISSION GUIDELINES:

- A. Proposals must provide straightforward and concise descriptions of the Proposer’s ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- B. All Proposals must be submitted electronically via rfp.ifb@hcd.ca.gov to HCD by the date and time shown in the Schedule of Events table on the fourth page of

- this RFP. Proposals received after the final submission date and time will not be considered.
- C. Proposal submission inbox rfp.ifb@hcd.ca.gov is only for submitting bids. All inquiries must be submitted to ServiceContracts@hcd.ca.gov and Jeffrey.Sharp@hcd.ca.gov.
 - D. It is the responsibility of the Proposer to ensure their proposal is successfully delivered via email by the deadline. HCD is not responsible for any technical delays, file size rejections, or transmission errors on the Proposer's end.
 - E. It is the responsibility of the Proposer to use a clear naming convention for all documents.
 - F. Please note, although HCD has the discretion to withhold information from Public Records Act ("PRA") disclosure in certain circumstances, by submitting Proposal materials to the Department, Proposer is consenting to PRA disclosure of any or all information contained in such materials (even if Proposer considers them confidential) at HCD's sole discretion.
 - G. All documents contained in the Proposal package must be signed by an individual who is authorized to bind the Proposer. The signature must indicate the title or position that the individual holds in the Proposal. An unsigned Proposal may be rejected.
 - H. If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
 - I. All proposals are required to include the documents identified as required in Section 17, Attachment 1 of this RFP ("Required Attachment Checklist"). Proposals not including the proper "required attachments" will be deemed non-responsive. **A non-responsive proposal is one that does not meet the basic proposal requirements. Proposals deemed non-responsive will be rejected.**
 - J. **A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. HCD may reject any or all proposals and may waive any immaterial deviation in a proposal. HCD's waiver of immaterial defect will in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.**
 - K. A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new Proposal prior to the Proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.

- L. A Proposer may withdraw its proposal by submitting a written withdrawal request to ServiceContracts@hcd.ca.gov and Jeffrey.Sharp@hcd.ca.gov signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- M. HCD may modify this RFP prior to the date fixed for submission of Proposals by the issuance of an addendum in the same manner as the original RFP was released. It is the responsibility of the Proposer to ensure that the Proposal submission meets all requirements.
- N. Proposers are cautioned not to rely on HCD during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- O. More than one (1) Proposal from an individual, Proposer, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one (1) Proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer.
- P. HCD does not accept alternate agreement language from a prospective contractor. A Proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) that may be viewed and downloaded at: [General Terms and Conditions \(GTC 02/2025\)](#) are not negotiable.
- Q. No Proposer-initiated contact will be allowed between Proposers and members of the Evaluation Panel, or HCD staff, after issuance of this RFP document, with the exception of the contact person named.
- R. No oral/verbal understanding or agreement will be binding on either party.
- S. All documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code § 7920.000 et seq.) and subject to review by the public unless disclosure is otherwise prohibited by law or HCD, in its sole discretion, determines that there is reason for nondisclosure. Should a Proposer desire to keep any or all components of their response to this RFP confidential, the Proposer would need to obtain a protective order from a court of competent jurisdiction.

12. EVALUATION AND SCORING PROCESS

- A. Proposals must include clear and distinctive explanations, and not simply repeat RFP requirements but demonstrate a well-thought-out approach to meeting the requirements of the RFP.

- B. After Proposals are opened, HCD will conduct an Administrative Review to evaluate each Proposal for completeness. In order to be deemed complete, a Proposal must contain all mandatory information and supporting documentation in the format, and prepared, issued, certified, or signed as required by, Section 4, [Proposer's Mandatory Qualifications and Requirements](#), Section 11, [RFP Submission Guidelines](#), and Section 17, Attachment 1, [Required Attachment Checklist](#). Proposal completeness will be evaluated on a pass/fail basis. A Proposal that is not complete will be deemed nonresponsive.
- C. After HCD deems a Proposal complete, an HCD Evaluation Team will score the Proposer References, Technical Proposal, Cost Proposal, and, if conducted, Interview, in accordance with the evaluation and scoring methods specified in this Section 12.
- D. The HCD Evaluation Team will determine the points each Proposal receives within each category either by averaging individual team members' scores or by unanimous agreement of the HCD Evaluation Team during a committee scoring process.
- E. If any member of the HCD Evaluation Team becomes unavailable during the scoring process, or if HCD, in its sole discretion, determines there is good cause to remove any member of the HCD Evaluation Team or rescore Proposals because of irregularities in the scoring process that may result in unfairness, HCD may convene a new HCD Evaluation Team to rescore all Proposals that are deemed complete.
- F. HCD may request clarifications from Proposers at any time for the purpose of evaluating or reevaluating completeness, responsiveness, or Proposer responsibility or otherwise clarifying ambiguities or curing omissions in the Proposal. HCD will request in writing that the Proposers provide the information or documentation required and will specify the timeline for submission. Failure to submit the required information or documentation by the date and time indicated may cause HCD to deem the proposal non-responsive or deem the Proposer nonresponsive.
- G. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be deemed nonresponsive and rejected.
- H. Interview
- 1) HCD, at its sole discretion, may require up to the top (3) Proposers to participate in an interview which may also require an oral presentation of how they propose to meet the objectives of this RFP.
 - 2) HCD reserves the right to enter into an Agreement without further discussion of the Proposal submitted based on the initial Proposal.

- 3) If interviews are required, the information received in the oral presentation will be added to the total points possible. The total amount of interview points will be up to 100 points.

I. HCD will use a “highest points” methodology to determine which Proposal is awarded.

	Scoring Criteria Category	Max. Points Assigned
1)	<u>Technical Proposal A. Qualifications and Experience of Organization, Key Personnel, Subcontractors:</u>	150
2)	<u>Technical Proposal B. Approach, Methodology, and Work Plan:</u>	100
3)	Cost Proposal	130
4)	Proposer References	50
5)	TOTAL POSSIBLE POINTS	430
	Interviews (if required)	100

J. Scoring Criteria

The responses will be reviewed, and points will be assigned, based on HCD’s evaluation and according to the point values listed below. Responses will include clear and distinctive explanations and not simply repeat the RFP requirements. Responses will demonstrate a well-thought-out approach to meeting the requirements of this RFP.

- 1) Technical Proposal A: Qualifications and Experience of Organization, Key Personnel, Subcontractors. (150 points max)

1. Provide a detailed description of each of three (3) relevant examples of projects during the last five (5) years working with government entities on projects similar in size, scope, and function to that of the RFP. Description must include the governmental entity, type of project, level of review, and Key Personnel. For one of the examples provided, provide one 24 CFR Part 58 Environmental Assessment level of review as attachment. The EA will be evaluated, using current HUD	Point Values
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guidance on properly documenting compliance with each part, as part of the scoring.	
<p>Proposer provides no response (i.e., content and/or explanation offered) or no relevant examples.</p> <p>Proposer provides some relevant examples, but Proposal response is inadequate or does not meet HCD’s needs/requirements or expectations. Omission(s), flaw(s), or defect(s) are significant and unacceptable.</p> <p>Proposer provides some relevant examples, but no Key Personnel proposed for this agreement are included in the provided examples.</p>	<p>0 Points (No Value)</p>
<p>Proposer provides some relevant examples (i.e., content and/or explanation offered), but response is barely adequate or minimally meets HCD’s needs/requirements or expectations. There are omissions, flaws, or defects.</p> <p>Only some Key Personnel proposed for this agreement are included in the provided examples.</p>	<p>10 Points (Poor)</p>
<p>Proposer provides at least some relevant examples that meet HCD’s needs/requirements or expectations (i.e., content and/or explanation offered). The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.</p> <p>Key Personnel proposed for the Agreement are included in the provided examples.</p>	<p>20 Points (Fair)</p>
<p>Proposer provides three relevant examples and Proposal response is satisfactory and fully meets HCD’s needs/requirements or expectations with no omissions, flaws, or defects.</p> <p>Key Personnel proposed for the Agreement are included in the examples.</p>	<p>40 Points (Excellent)</p>

<p>2. For each example provided for question one (1), indicate the relevant work experience and proper skills, expertise, or licenses or certificates used to effectively meet the requirements of the Scope of Work.</p> <p>If fewer than three (3) relevant examples are provided for question one (1), the maximum points a proposal may receive for this question is 10 points.</p>	<p>Point Values</p>
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Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points (No Value)
Proposer has some relevant experience but does not have experience that meets the requirements of this RFP. Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omissions, flaws, or defects or only some Key Personnel proposed for this agreement are included in the provided examples.	10 Points (Poor)
Proposer has relevant experience that partially meets the requirements of the RFP. Proposal response (i.e., content and/or explanation offered) partially meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory. Key Personnel proposed for this agreement are included in the examples.	20 Points (Fair)
Proposal response is satisfactory and fully meets HCD's needs/requirements or expectations with no omissions, flaws, or defects. Key Personnel proposed for the Agreement are included in the examples.	30 Points (Excellent)

3. Describe your proposed Key Personnel's experience and qualifications in conducting special studies and with assisting with regulatory agency consultations.	Point Values
Proposer provides no response or Key Personnel have fewer than two (2) years of experience.	0 Points (No Value)
Key Personnel have at least two (2) years of experience working on special studies, but have limited experience that meets the requirements of this RFP. Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omissions, flaws, or defects.	10 Points (Poor)

Key Personnel have at least two (2) years of broad, satisfactory and sufficient relevant experience that meets the requirements of the RFP. Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	20 Points (Good)
Key Personnel have at least two (2) years of broad, satisfactory and sufficient relevant experience that fully meets the requirements of the RFP. Proposal response fully meets HCD's needs/requirements or expectations with no omissions, flaws, or defects.	30 Points (Excellent)

4. Describe your Key Personnel's experience in implementing technical assistance, capacity building, subject matter expertise and training engagements similar in nature to that of this RFP.	Point Values
Proposer provides no response or Key Personnel have less than two (2) years of experience conducting special studies and assisting with regulatory agency consultations.	0 Points (No Value)
Key Personnel have at least two (2) years of relevant experience but do not have experience that meets the requirements of this RFP. Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omissions, flaws, or defects.	10 Points (Poor)
Key Personnel have at least two (2) years of satisfactory and sufficient relevant experience that meets the requirements of the RFP. Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	20 Points (Good)
Key Personnel have at least two (2) years of broad, satisfactory and sufficient relevant experience that fully meets the requirements of the RFP. Proposal response fully meets HCD's needs/requirements or expectations with no omissions, flaws, or defects.	30 Points (Excellent)

5. Describe your experience and qualifications assisting with tribal consultations and implementing tribal engagements and preparing tribal monitoring plans.	Point Values
Proposer provides no response or has little to no relevant experience. Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable. Key Personnel proposed for this agreement are not included.	0 Points (No Value)
Proposer has some relevant experience, but does not have experience that meets the requirements of this RFP. Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omissions, flaws, or defects.	5 Points (Poor)
Proposer has satisfactory and sufficient relevant experience that meets the requirements of the RFP. Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	15 Points (Good)
Proposal response (i.e., content and/or explanation offered) fully meets HCD's needs/requirements or expectations with no omissions, flaws, or defects.	20 Points (Excellent)

2) Technical Proposal B: Approach, Methodology, and Work Plan (100 points max)

<p>1. Proposer shall provide a general work plan/schedule and approach and methodology for each of the five (5) tasks identified in Sections 5.F and 5.G of the Scope of Work (“Contractor Tasks” and “Delivery of Services”). The Work Plan/Schedule and Approach and Methodology should demonstrate the Proposer’s understanding of the requested services, be consistent with all requirements of the Scope of Work, outline the steps for documenting compliance with Part 58 and other applicable requirements, and identify each major task, necessary subtask, deliverables, and/or specific milestones.</p>	<p>Point Values</p>
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Proposer does not provide a response or Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points (No Value)
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omission(s), flaw(s), or defect(s).	10 Points (Poor)
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	20 Points (Good)
Proposal response exceeds HCD's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD's expectations. There are no omissions, flaws, or defects.	30 Points (Excellent)

<p>2. Considering the example project below, the Proposer shall provide:</p> <ul style="list-style-type: none"> I. Sample work plan and schedule outlining the steps for completing a typical NEPA Environmental Assessment that is compliant with Part 58 and any other related regulations. II. Approach and methodology for providing the required work plan/schedule and services and for identifying and completing the tasks necessary to meet the requirements described within the Scope of Work. <p>The Work Plan/Schedule and Approach and Methodology should outline the steps for documenting compliance with Part 58 and other applicable requirements, and identify each major task, necessary subtask, deliverables, and/or specific milestones.</p> <p>HCD acknowledges that every project is different and that the environmental review process is subject to possible delays or constraints. However, this question allows HCD to fairly evaluate each firm's understanding on how to implement Part 58.</p> <p><i>Example Project</i></p>	<p>Point Values</p>
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<p>HCD is providing \$1,000,000 of HUD HOME funds and \$1,000,000 in State Homekey funds to a developer for acquisition, rehabilitation, and conversion of a motel into permanent supportive housing. Special Conditions:</p> <ol style="list-style-type: none"> 1. A corner of the property is in a special flood hazard area, 100-year floodplain. The project is located in a community that is a member of the National Flood Insurance Program (NFIP). 2. The property is an infill property in a primarily residential area with most of the adjacent housing having been built between 1945-1950. 3. The project is on a major thoroughfare. 4. Assumes no other special conditions or issues and that no other additional special studies or technical investigations will be needed (or they will have been provided as reference). 5. If the applicant is a non-profit developer what is HCD's role? How does it change if the applicant is a unit of local government? (see RFP Background section above). 	
<p>Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.</p>	<p>0 Points (No Value)</p>
<p>Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omission(s), flaw(s), or defect(s).</p>	<p>5 Points (Poor)</p>
<p>Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.</p>	<p>15 Points (Good)</p>
<p>Proposal response meets HCD's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD's expectations. There are no omissions, flaws, or defects.</p>	<p>25 Points (Excellent)</p>
<p>3. Proposer shall provide their approach and methodology for starting up operations, for minimizing risk and maintaining compliance, managing subcontractors, client and tribal</p>	<p>Point Values</p>

communication, communication between the POC and HCD Contract Manager, coordination with SHPO and other entities, project management, ensuring completion of critical tasks and exemplary customer service, project and file management, record retention, and implementing a quality assurance process.	
Proposer provides no response or proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points (No Value)
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations. There are omission(s), flaw(s), or defect(s).	5 Points (Poor)
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	10 Points (Good)
Proposal response exceeds HCD's needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD's expectations. There are no omissions, flaws, or defects.	15 Points (Excellent)

4. Proposer shall provide their mechanisms for delivering services and approach for managing operations to provide efficiency and effectiveness and optimizing the use of personnel and other resources/tools/databases.	Point Values
Proposer provides no response or Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points (No Value)
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations.	5 Points (Poor)
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	10 Points (Good)

Proposal response exceeds HCD’s needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD’s expectations. There are no omissions, flaws, or defects.	15 Points (Excellent)
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5. Approach and methodology for helping HCD and its grantees and subrecipients adapt to changing environmental regulations.	Point Values
Proposer provides no response or Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points (No Value)
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD’s needs/requirements or expectations. There are omission(s), flaw(s), or defect(s).	5 Points (Poor)
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	10 Points (Good)
Proposal response exceeds HCD’s needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD’s expectations. There are no omissions, flaws, or defects.	15 Points (Excellent)

3) Proposer References (Max. 50 points)

The Proposer must submit three (3) references using the Attachment 7, Proposer References form. All three (3) references submitted must be for engagements similar in size, scope, and function to the Scope of Work and substantiate the Mandatory Qualifications and Requirements, Section 4.

Points for references will be achieved based on how the reference elects to assess the company. HCD reserves the right to contact the reference for validation purposes. Proposers who submit more than three (3) references will not receive additional points. Only the first three (3) references included in the response will be scored. HCD reserves the right to adjust the numeric points assigned by the reference based on assessment of written explanations provided by the reference.

A maximum of 50 points (average of all three (3) references) is available for this comparison element.

Example: In the sample scenario provided below, Proposer A submits three (3) references and each one totals the maximum 50 points under the Proposer References. The three (3) references are totaled, and an average of 50 points is achieved. The Proposer will receive the maximum 50 points possible for Proposer A.

The maximum points possible for three (3) references = 150 subtotals; 150 divided by 3 = 50.

A	B			C	D	Total
Contractor	Rating Form Point Values			Subtotal (Sum Col B)	Adjusted Points (Col C ÷ 3)	
A	50	50	50	150	50	50
B	48	46	50	144	48	48
C	50	50	47	147	49	49

This same process is applied to Proposers B and C.

4) Cost Proposal (Max. 130 Points)

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

Lowest cost proposal is awarded the maximum cost points. Other proposals are awarded with cost points based on the following calculation:

$$\text{Proposer's cost points} = \frac{\text{Lowest cost proposal}}{\text{Proposer's cost proposal}} \times \text{maximum cost points}$$

Example: Lowest cost proposal = \$125,000
Proposer's cost proposal = \$150,000
Max. cost points = 130 points

$$\text{Proposer's cost} = \frac{\$125,000}{\$150,000} \times 130 = 108 \text{ points awarded to Proposer}$$

5) Final Scoring

- a) Scores from Technical Proposal, Proposer References, Cost Proposal, and, if conducted, Interview will be added together and

sub-totaled. The maximum points possible for the subtotal will be 430 points, unless an Interview is conducted, in which case the maximum points possible will be 530 points.

- b) In the event of a tie in the final score, a tiebreaker will be decided based on the lowest cost or flipping a coin as determined by HCD.
- c) The Agreement if awarded to any Proposer, will be awarded to the responsive and responsible Proposer who receives the highest overall score in the Evaluation and Scoring Process.

13. AWARD AND PROTEST

- A. The Agreement, if awarded to any Proposer, will be awarded to the responsive and responsible Proposer that receives the highest overall score in the Evaluation and Scoring Process.
- B. Notice of the proposed award will be published on Cal eProcure at [Event Search](#) for five working days prior to awarding the Agreement.
- C. Award of the Agreement is subject to the review and approval of the Department of General Services (“DGS”). Work may not begin until the contract has been approved and executed by DGS.
- D. Prior to the award of agreement, a Proposer may file a protest with the DGS, Office of Legal Services (“OLS”). The protest notification should identify the grounds of the protest, including that the protesting Proposer would have been awarded the agreement had the HCD correctly applied the evaluation standard in the RFP, or followed the evaluation and scoring methods in the RFP.
- E. Protest notifications must identify the Department of Housing and Community Development as the Awarding Agency and identify the RFP Number 25-20-009
- F. Protest Notification must be sent to both of the following addresses:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

Housing and Community Development
Contract Services Section
Attention: Jeffrey Sharp
651 Bannon Street, Suite 400
Sacramento, CA 95811
ServiceContracts@hcd.ca.gov

- G. Protests may be sent to DGS by mail, email, courier or personal delivery.
- H. Protesting Proposers should include their email address if they have one and advise the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.
- I. HCD encourages any protest to be submitted electronically via email. If a protesting Proposer prefers to submit a physical copy of the protest, HCD encourages submittal through certified or registered mail.
- J. Within five (5) calendar days after filing the initial protest, the protesting Proposer shall file with the DGS, OLS and the HCD a detailed written statement specifying the grounds for the protest.
- K. At DGS discretion, HCD may provide a written response to the protest.
- L. The agreement will not be awarded until either the protest has been withdrawn or the DGS has decided the matter.

14. TAX DELINQUENCY DISCLAIMER

- A. Pursuant to the Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered into in violation of section 10295.4 is void and unenforceable.
- B. Prior to executing any state agreement or renewal for non-IT goods or services, the HCD shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites. The established lists can be found at:

FTB: About the delinquent taxpayer list | [Corporate income tax list](#)

CDTFA: [Top 500 Sales & Use Tax Delinquencies in California](#)

15. OTHER CRITERIA

- A. Executive Order N-6-22- Russia Sanctions

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, Contractor represents that it is not

a target of Economic Sanctions. 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 rejection of the Contractor's bid any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

B. Conflict of Interest

Compliance is required with California Public Contract Code Sections 10410 and 10411 relating to employment of current and former state employees.

C. Statement of Economic Interest

The Contractor personnel assigned to the tasks are considered consultants under California law. The Fair Political Practices Commission (FPPC) requires consultants that make or participate in governmental decisions to comply with state financial disclosure rules and take ethics training. A consultant must file a Statement of Economic Interests

(Form 700) within thirty (30) days of assuming office. This form is for HCD's internal use and is maintained by the HCD in the same manner as the agency's conflict of interest code. For more information, refer to the FPPC website www.fppc.ca.gov and Regulation 18700.3 and 18734.

D. Generative Artificial Intelligence (GENAI)

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

Bidder/Offeror 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](#).

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

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers 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.

E. Follow-On Contracts

No person, Proposer, or subsidiary thereof or their officers or directors, who were previously awarded a HCD consulting services contract, or a contract which primarily includes a consulting services component, may submit a proposal or be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action that is required, suggested, or otherwise deemed to be an outgrowth of advice or recommendations submitted pursuant to the consulting service contract (Cal. Public Contract Code § 10365.5).

F. Execution of Contract

The contract will be executed on the State of California Standard Agreement, Form STD. 213. Contractors are expected to comply with all applicable contract provisions (as may be amended from time to time).

G. Corporate Qualifications to Do Business in California

The Proposer awarded the contract must be in good standing and must be qualified to do business in California at the time the contract is executed and during the entire term of the contract.

16. AGREEMENT EXECUTION AND PERFORMANCE

- A. Performance shall start after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, HCD, upon five (5) days’ written notice to the Contractor, reserves the right to terminate the Agreement.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. During the course of the resulting contract, should it become necessary to modify the terms of the Agreement, these modifications may be made by mutual agreement by the contracting parties through a written amendment to the Agreement. An amendment will not be effective unless in writing and until fully executed by all parties. **No oral understanding or agreement will be binding on either the Contractor or the HCD unless incorporated through the proper contract process.** HCD reserves the right to amend the Agreement to add term extensions and additional funds according to the needs of the program in accordance with the amendment options found in the Scope of Work.
- D. DVBE post contract requirements and consequences of non-compliance.

- 1) If for this contract, the Contractor is utilizing a DVBE subcontractor, the Contractor must comply with all post contract requirements and be aware of violations for non-compliance as per (M&VC § [999.5\(d\)](#), M&VC 999.7, Govt. Code § [14841](#), PCC § 10115.10, and PCC § [10230](#).

For more information regarding DVBE post contract requirements and consequences of non-compliance, please visit the DGS website to access a copy of the State Contracting Manual Vol. 1, Chapter 8 or use the link provided below. <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/SCM-VI---04-2022-Update/SCM-Volume-1-rev-04-2022---Chapter-8.pdf?la=en&hash=3EB240B852809C54C13808A131C65989D828798F>

17. REQUIRED ATTACHMENTS

Attachment 1: Required Attachment Checklist

Complete this checklist to confirm the items submitted in the proposal. Check off each item that is included with the response to HCD. For a proposal to be responsive, all required attachments must be returned. This checklist must also be returned with your proposal package.

Part One : Required Attachments- Pass or Fail

	<u>Attachment</u>	<u>Name/Description</u>
<input type="checkbox"/>	Attachment 1	Required Attachment Checklist
<input type="checkbox"/>	Attachment 2	Table of Contents
<input type="checkbox"/>	Attachment 3	Signed Cover Letter
<input type="checkbox"/>	Attachment 4	Resumes
<input type="checkbox"/>	Attachment 5	Proposal/Proposer Certification Sheet (with original signature)
<input type="checkbox"/>	Attachment 6	Mandatory Qualifications Certification (with original signature)
<input type="checkbox"/>	Attachment 7	Proposer's References
<input type="checkbox"/>	Attachment 8	Cost Proposal
<input type="checkbox"/>	Attachment 9	Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) (if applicable. Required, if submitting TACPA STD 830)
<input type="checkbox"/>	Attachment 10	Bidder Declaration (GSPD-05-105)
<input type="checkbox"/>	Attachment 11	Darfur Contracting Act
<input type="checkbox"/>	Attachment 12	California Civil Rights Laws Certification
<input type="checkbox"/>	Attachment 13	Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 14	Payee Data Record Supplement (STD 205) (Optional)
<input type="checkbox"/>	Attachment 15	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/>	Attachment 16	Iran Contracting Act (Proposals over \$1,000,000.00)
<input type="checkbox"/>	Attachment 17	Target Area Contract Preference Act (TACPA) (STD 830) and (DGS PD 526 https://forms.dgs.ca.gov/) (if applicable)
<input type="checkbox"/>	Attachment 18	DVBE Declaration Form (STD. 843) (if applicable)
<input type="checkbox"/>	Attachment 19	Confidentiality Statement

<input type="checkbox"/>	Attachment 20	Commercially Useful Function Evaluation Form (CUF) (if applicable)
<input type="checkbox"/>	Attachment 21	BYRD Anti-Lobbying Certification (Proposals over \$100,000.00)
<input type="checkbox"/>	Attachment 22	Certification of Federal Good Standing
<input type="checkbox"/>	Attachment 23	Executive Order N-6-22 Russia Sanctions (ADM 127) (Proposals over \$5,000,000.00 only)

Part Two : Required Response-Evaluation

*Note that some Attachment listed above in Part One may be used during the Evaluation of the Attachments below.

	<u>Attachment</u>	<u>Name/Description</u>
<input type="checkbox"/>	Attachment 24	Technical Proposal
<input type="checkbox"/>	Attachment 25	Contractor Roles Assignment of Staff and Subcontractors

Attachment 2: Table of Contents

Provide a Table of Contents as Attachment 2.

Attachment 3: Signed Cover Letter

Provide a Cover Letter of Interest as Attachment 3, which will be considered an integral part of the Proposal and must be signed by an individual who is authorized to bind the Proposer contractually. The cover letter must state the individual is so authorized and must identify the title or position that the individual holds in the Proposer's firm. An unsigned cover letter will cause the Proposal to be rejected. See above Section 5. Proposal Content.

Attachment 4: Resumes

Provide resumes as Attachment 4 of Key Personnel of Proposer's firm, and any subcontractors, including but not limited to the Project Manager, and technical or resource area leads who will be assigned to the Work. Resumes will be incorporated as Exhibit A, Attachment 1 to the Executed Agreement.

Attachment 5: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the “required attachments” as an entire package. Instructions for completing the Proposal/Proposer Certification Sheet follow.

By signing this certification, the Proposer certifies that:

- a. All required attachments are included with this certification sheet.
- b. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document and authorizes the verification of any part of this proposal.

An unsigned Proposal/Proposer Certification Sheet may be cause for rejection.

1. Company Name	2. Telephone ()	2a. Fax Number ()
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. Proposer’s Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.		
Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

Attachment 6: Mandatory Qualifications Certification and Table

Mandatory Qualification Certification	Proposer's Response
Proposer certifies that it has the following qualifications:	
Proposer must be a corporation, partnership, or other entity lawfully authorized and qualified to do business in the State of California.	Do you so certify? Yes No
Proposer and each subcontractor must certify that they are and will continue to meet all terms and conditions for operating a business in the city, county, or city and county in which the business is headquartered.	Do you so certify? Yes No
Proposer and each subcontractor must certify that there is no conflict of interest between existing client relationships and the ability to vigorously and fully represent HCD and that they have reviewed the Conflict of Interest provisions included in Section 28 ("Conflict of Interest Clause") of Exhibit D of the proposed Agreement (Section 18 of this RFP, Exhibit D, Section 28).	Do you so certify? Yes No
Proposer must certify its ability to adequately staff and scale personnel levels to maintain agreed upon service levels at startup and throughout the term of the Agreement, which may include a varying volume of work in varying locations across the State.	Do you so certify? Yes No
Proposer must certify that Key Personnel, including those working on special studies, have, and will continue to have, at least two (2) years of experience, and possess the education and experience, commensurate with the particular area or task they are working on and have the appropriate registration, license, or certification, as required by law.	Do you so certify? Yes No
Proposer must certify that Key Personnel that are authorized to sign environmental documents on behalf of the Contractor have, and will continue to have, at minimum, a bachelor's degree in an environmental-related field which may include, but is not limited to, environmental sciences or studies, planning, or engineering.	Do you so certify? Yes No
Proposer must certify that Key Personnel providing technical assistance, capacity building, subject matter expertise, or training have, and will continue to have, at least two (2) years of experience providing similar tasks relevant to the Scope of Work.	Do you so certify? Yes No

Proposer must certify that it possesses the necessary resources to deploy sufficient and qualified personnel and manage multiple projects with short turnaround times.	Do you so certify? Yes No
Proposer must certify it understands that it has complete responsibility for the performance of its staff and subcontractors and for making payments of any and all charges resulting from the Agreement.	Do you so certify? Yes No
Proposer must certify it has not had an early termination of a contract similar in scope to this RFP due to breach of contract or lack of performance in the last five (5) years.	Do you so certify? Yes No
Proposer must certify it has not had any civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel, subcontractors or partners were or are plaintiffs or defendants with claims in excess of \$100,000	Do you so certify? Yes No
I, the undersigned, declare that the certifications required above are true and that I am authorized to make such certifications and bind the Proposer contractually.	
_____ Signature of Declarer	_____ Print Name Date Signed

MANDATORY QUALIFICATIONS TABLE

Proposed staff must meet the minimum requirements. The information provided for the Proposer and each **proposed key personnel** should validate and support fulfillment of all mandatory qualifications, skills, and experience defined in the SOW and as stated in submitted resumes. Each response is limited to one (1) page.

<p>1. <u>Qualifications, Skills, and Experience:</u> Proposer has at least five (5) years of experience with full preparation, quality control, and project management of Part 58 EAs (Environmental Assessments), Categorically Excluded Subject To 58.5 (CEST) reviews consistent with 24 CFR 58.5 and 24 CFR 58.6, and similar documents on behalf of government entities that are in compliance with 24 CFR Part 58, CEQA, and related regulations.</p> <p>This experience must include the full preparation, quality control, and project management of at least three (3) EAs for new affordable housing construction projects that meet the requirements of 24 CFR Part 58 and were funded through HUD.</p> <p>Describe the Assignment(s) or Project(s), who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the</p>
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associated requirement. (Include Role(s) and duration of assignment or project)
2. <u>Qualifications, Skills, and Experience:</u> Proposer has experience preparing at least one (1) environmental compliance report that meets the requirements of 24 CFR Part 93.301 (HTF).
Describe the Project, who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)
3. <u>Qualifications, Skills, and Experience:</u> Proposer has experience preparing at least one (1) Part 58 EA for a HOME multi-family housing project.
Describe the Project, who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)
Proposer may refer to number 1 above to satisfy this requirement.
4. <u>Qualifications, Skills, and Experience:</u> Proposer has experience preparing at least one (1) Part 58 EA for a Tribal housing project through the Indian Housing Block Grant program (25 U.S.C. § 4111 et seq.) or other Tribal program subject to Part 58.
Describe the Project, who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project) Proposer may refer to number 1 above to satisfy this requirement.
5. <u>Qualifications, Skills, and Experience:</u> Proposer has experience preparing at least one (1) CEQA document.
Describe the Project, who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)

<p>6. <u>Qualifications, Skills, and Experience:</u> Proposer has at least one year of experience with tribal and cultural sensitivities, policies, laws, and the unique challenges and requirements of implementing Tribal housing projects in California.</p>
<p>Describe the Assignment(s) or Project(s), who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)</p> <p>Role:</p> <p>Title:</p> <p>Duration on Project:</p> <p>Duties/Activities:</p>
<p>7. <u>Qualifications, Skills, and Experience:</u> Key Personnel proposed for this Agreement that will be performing special studies must have at least two (2) years of experience, and possess the education and experience, commensurate with the particular area or task they are working on and must have the appropriate registration, license, or certification, as required by law.</p>
<p>Describe the Assignment(s) or Project(s), who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)</p>
<p>8. <u>Qualifications, Skills, and Experience:</u> The Primary POC must have demonstrated experience leading environmental professionals and staff, preparing and reviewing environmental documents in compliance with 24 CFR part 58, and providing quality assurance and control.</p>
<p>Describe the Assignment(s) or Project(s), who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)</p>
<p>9. <u>Qualifications, Skills, and Experience:</u> Key Personnel proposed for this Agreement that will be providing technical assistance, capacity building, subject matter expertise, or training must have at least two (2) years of experience providing similar tasks relevant to the Scope of Work.</p>
<p>Describe the Assignment(s) or Project(s), who the service was provided for, Specific Duties, Activities, Tasks performed and any other relevant information that satisfies the associated requirement. (Include Role(s) and duration of assignment or project)</p>

Attachment 7: Proposer References

Proposer References

COMPANY NAME (CONTRACTOR): _____

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance. The Company (Contractor) will earn points on their proposal based on your evaluation of their performance. Performance will include scheduling, execution, and quality of personnel, coordination, communication, and the end result.

Customer Reference Company Name: _____

Customer Reference Contact Person and Title: _____

Customer Reference Contact Address: _____

Telephone Number: _____ Fax: _____ E-mail: _____

Dates of Project: Start: _____ End: _____ Total Amount of Project: _____

Provide a brief description of the services performed by the Company:

Customer Satisfaction Rating:

On a scale from one to ten with ten being the highest rating, rate the Company's overall performance on the services provided. Total points possible per Proposer References (Max. 50 points)

How well did Company manage the project, complete expected tasks, and produce deliverables?

1__2__3__4__5__6__7__8__9__10__

How well did the Company manage within the original contract timeframes?

1__2__3__4__5__6__7__8__9__10__

How well did the Company manage within the original contract budget?

1__2__3__4__5__6__7__8__9__10__

How successful were the Company's efforts to the overall operational outcome of this project?

1__2__3__4__5__6__7__8__9__10__

Would you hire this company again? YES (10 points) _____ NO (zero points) _____

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person, Date

Attachment 8: Cost Proposal

Proposer's Name: _____

The Proposer must provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the tasks outlined in the Scope of Work of the proposed Agreement (Section 18 of this RFP, Exhibit A) at the rates specified below. Payment for services performed under the resulting Agreement will be for actual hours worked. HCD makes no guarantee, express or implied, on the actual number of hours that will be performed under the resulting Agreement or any individual task under the Agreement, and all tasks, and portions of tasks, will only be performed on an as-needed basis. A brief description of each task is included in the tables below, but Proposers are advised to reference the Scope of Work for a full description of the work each task will require.

The classifications listed below are required to be used for billing for the Contractor and any subcontractor. An hourly rate must be provided for each classification in each task. The Contractor will not be allowed to bill outside the classifications, or their associated rates, provided below.

The Proposer is required to provide a cost for each item. **Failure to indicate a dollar amount in any item will be grounds to reject the entire proposal. All rates provided by Proposer in this Cost Proposal will be binding for the term of the Agreement.**

Classification 1 (Senior-Principal Level)

This classification includes, but is not limited to, principals; directors; sector or technical leads; or senior project managers, technicians, specialists, analysts, planners, associates, scientists, biologists, archaeologists, historians, engineers, or ecologists. Key Personnel in this classification may include the Contractor's POC (main Point of Contact for this Agreement); subcontractor; or special study, sector, resource, or technical area leads.

Classification 2 (Mid-Senior Level)

This classification includes, but is not limited to, sector or technical leads or senior project managers, technicians, specialists, analysts, planners, associates, scientists, biologists, archaeologists, historians, engineers, or ecologists. Key personnel in this classification may include the Contractor's POC (main Point of Contact for this Agreement); subcontractor; technical assistance provider; or special study, sector, resource, or technical area leads.

Classification 3 (Junior-Mid level)

This classification includes, but is not limited to, project managers, technicians, specialists, analysts, planners, associates, scientists, biologists, archaeologists, historians, engineers, or

ecologists. Key Personnel in this classification may include the subcontractor; technical assistance provider; or special study, sector, resource, or technical area leads.

Classification 4 (Entry Level/Developmental)

This classification includes, but is not limited to, technicians, specialists, analysts, planners, scientists, biologists, archaeologists, historians, engineers, ecologists. This classification does not include Key Personnel, but may include Contractor or subcontractor personnel.

Classification 5 (Support/Administrative)

This classification includes, but is not limited to, technicians, specialists, administrative or office support. This classification does not include Key Personnel, but may include Contractor or subcontractor personnel.

Classification 6-7 (Additional Subject Matter Experts and Special Studies Staff)

This classification is intended to capture additional subject matter experts or special studies Key Personnel or personnel not included in the classifications above. This can include staff of the Contractor or subcontractors.

Task 1 – Assist with Review of EAs (Up to estimated 15 EAs, 300 hours per year)					
CLASSIFICATION	LEVEL	RATE Per Hour	EST. HOURS		COST
Classification 1	Senior-Principal	\$	30	=	\$
Classification 2	Mid-Senior	\$	90	=	\$
Classification 3	Junior-Mid	\$	60	=	\$
Classification 4	Entry/Development	\$	30	=	\$
Classification 5	Support/Admin.	\$	30	=	\$
Classification 6	SME/Special Studies Staff	\$	30	=	\$
Classification 7	SME/Special Studies Staff II	\$	30	=	\$
Total Annual Cost for Task 1					\$

Task 2 – Prepare EAs (assumes up to one (3) EAs per year with average of two special studies needed per EA for evaluation purposes). Task also assumes up to 50 hours per year for as-needed tasks related to the preparation of EAs					
CLASSIFICATION	LEVEL	RATE Per Hour	EST. HOURS		COST
Classification 1	Senior-Principal	\$	210	=	\$
Classification 2	Mid-Senior	\$	70	=	\$
Classification 3	Junior-Mid	\$	60	=	\$

Classification 4	Entry/Development	\$	130	=	\$
Classification 5	Support/Admin.	\$	60	=	\$
Classification 6	SME/Special Studies Staff	\$	60	=	\$
Classification 7	SME/Special Studies Staff II	\$	60	=	\$
Total Annual Cost for Task 2					\$

Task 3 – Subject Matter Expertise, Staffing and Meeting Support, Reporting, and Assistance with Questions (Up to estimated 300 hours per year)					
CLASSIFICATION	LEVEL	RATE Per Hour	EST. HOURS		COST
Classification 1	Senior-Principal	\$	100	=	\$
Classification 2	Mid-Senior	\$	30	=	\$
Classification 3	Junior-Mid	\$	30	=	\$
Classification 4	Entry/Development	\$	30	=	\$
Classification 5	Support/Admin.	\$	20	=	\$
Classification 6	SME/Special Studies Staff	\$	45	=	\$
Classification 7	SME/Special Studies Staff	\$	45	=	\$
Total Annual Cost for Task 4					\$

Task 4 – Assist with prep, review, edit of materials (assumes up to three (3) items per year or up to 150 hours per year)					
CLASSIFICATION	LEVEL	RATE Per Hour	HOURS		COST
Classification 1	Senior-Principal	\$	50	=	\$
Classification 2	Mid-Senior	\$	25	=	\$
Classification 3	Junior-Mid	\$	25	=	\$
Classification 4	Entry/Development	\$	20	=	\$
Classification 5	Support/Admin.	\$	10	=	\$
Classification 6	SME/Special Studies Staff	\$	10	=	\$
Classification 7	SME/Special Studies Staff	\$	10	=	\$
Total Annual Cost for Task 5					\$

Task 5 – Up to three (3) trainings per year (estimated up to 40 hours per training on average = 120 hours per year)					
CLASSIFICATION	LEVEL	RATE Per Hour	HOURS		COST
Classification 1	Senior-Principal	\$	60	=	\$

Classification 2	Mid-Senior	\$	10	=	\$
Classification 3	Junior-Mid	\$	5	=	\$
Classification 4	Entry/Development	\$	30	=	\$
Classification 5	Support/Admin.	\$	5	=	\$
Classification 6	SME/Special Studies Staff	\$	5	=	\$
Classification 7	SME/Special Studies Staff	\$	5	=	\$
Total Annual Cost for Task 6					\$

Notes:

1. The suggested quantities/hours or number of tasks listed are annual estimates for evaluation purposes only and do not constitute a real or implied guarantee as to the amount of usage or work to be performed under this Agreement.
2. A \$2,500 annual retainer will be added for travel, public noticing, and other direct costs (ODCs). ODCs will be subject to written approval by HCD.
3. With the exception of "Other Direct Costs" (ODCs) included in the annual retainer and as defined in Section 2.D of this RFP ("Definitions"), the Proposer's rates or fees must include all labor, materials, equipment, and every other item or expense, direct or indirect, necessary to complete the services in accordance with the tasks outlined in the Scope of Work of the proposed Agreement (Section 18 of this RFP, Exhibit A).
4. Payment under the resulting Agreement will be for actual expenditures incurred, services performed, or deliverables provided as applicable.
5. A brief description of each task is included in the tables, but Proposers are advised to reference the Scope of Work for a full description of the work each task will require.

Note 1: The Proposer must submit flat costs and rates inclusive of all materials and staffing necessary to complete the assigned task.

Note 2: The hours Proposer specifies will be used for evaluation purposes only and HCD's acceptance of a proposal does not constitute a real or implied guarantee as to the amount of usage or work HCD will ultimately require to be performed under this Agreement. The resulting Agreement will include the rates provided in your response.

Note 3: This is an all-inclusive contract.

HCD reserves the right to request mathematical corrections to the Cost Proposal and/or contact the Proposer for clarification purposes.

I hereby certify that I am authorized to sign this Cost Proposal and warrant that the cost shown above is accurate and represents an unconditional offer to HCD.

Signature	Date Signed
Printed Name	Title
Proposing Firm	Federal I.D. Number

Attachment 9 – 18: (via links)

These attachments can be accessed via the links included in the [Required Attachment Checklist](#).

Attachment 19: Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company, and its employees, will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFP- 25-20-009 or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

(Signature of representative) (Date)

(Typed name of representative)

(Typed name of company)

Attachment 20: Commercially Useful Function Certification

STATE OF CALIFORNIA
**COMMERCIALLY USEFUL
FUNCTION CERTIFICATION**
HCD ADM 142 (NEW 12/23)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Service Branch

COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Bidder Name: _____

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro- Businesses, and Disabled Veteran Business Enterprises (DVBE) to perform a “commercially useful function” in any contract they perform for the State. If you answer "No" to any of the following questions, you are not CUF compliant.

A business that is performing a commercially useful function is one that does **ALL** of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved
- 3) Performs work that is normal for its business, services and function
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- 5) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

If Bidder is a Small Business (SB) or DVBE they must provide certification for themselves as well as a certification for each subcontractor claiming preference points for the agreement. The **Bidder** must provide a written statement detailing the role, services and/or goods they (if they are a SB/DVBE) and/or their subcontractor(s) will provide to meet all of the above five Commercially Useful Function (C.U.F.) requirements as certification that they and/or their subcontractors are performing a commercially useful function.

Print Name of Vendor being certified with a C.U.F.

(Bidder's Signature)

Attachment 21: BYRD Anti-Lobbying Certification

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 22: Certification of Federal Good Standing

CERTIFICATION OF FEDERAL GOOD STANDING

Contractor certifies that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). This certification is a material representation of fact relied upon by HCD. If it is later determined that the contractor did not comply with 2 Code of Federal Regulations part 180, subpart C or 2 Code of Federal Regulations part 3000, subpart C, in addition to remedies available to HCD, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor will comply with 2 Code of Federal Regulations part 180, subpart C and 2 Code of Federal Regulations part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 23: Executive Order N-6-22 Certification- Russia Sanctions

(Proposals over \$5,000,000.00 only)

STATE OF CALIFORNIA
DEVELOPMENT
HCD ADM 127 (REV 4/22)

DEPARTMENT OF HOUSING AND COMMUNITY
ADMINISTRATION AND MANAGEMENT DIVISION
BUSINESS AND CONTRACT SERVICES BRANCH

**CERTIFICATION REGARDING
EXECUTIVE ORDER N-6-22**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned economic sanctions are in effect. In order to contract with the California Department of Housing and Community Development, the Company/Vendor named below must complete the following certification:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the Company/Vendor named below is not a target of any economic sanctions against Russia and Russian entities and individuals as discussed in Executive Order N-6-22; and b) I am duly authorized to legally bind the Company/Vendor named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)			
Federal ID Number			
Contract/Purchase Order Number			
By (Authorized Signature)		Date	
Printed Name and Title of Person Signing			

Attachment 24: Technical Proposal

As Attachment 24, Proposer must follow the instructions provided in Section 6, Technical Proposal, of this RFP.

Attachment 25: Contractor Roles Assignment of Staff and Subcontractors

As Attachment 25, Proposer must provide Contractor Roles Assignment of Staff and Subcontractors as required in Section 4, Proposer's Mandatory Qualifications and Requirements of this RFP.

18. PROPOSED CONTRACT WITH SAMPLE EXHIBITS & ATTACHMENTS

Proposed Contract - STD 213 Example

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
Exhibit D	HCD Additional Terms and Conditions	

Items shown with an asterisk (), are hereby incorporated by reference and made a part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Proposed Agreement - Exhibit A: Scope of Work

SCOPE OF WORK

1. Services and Mission

TBD, hereafter referred to as the (“Contractor”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”) with Environmental Consulting Services for HUD-Funded Projects as described herein.

HCD’s Mission is to promote safe, affordable homes and vibrant, inclusive, sustainable communities for all Californians. HCD values diversity at all levels of the organization and is committed to fostering an environment in which employees and partners from a variety of backgrounds, cultures, and personal experiences are welcomed and can thrive. We believe the diversity of our employees and our partners bring their unique ideas and perspectives that inspire innovative solutions to further our mission.

2. Location and Hours

Work must be provided at 651 Bannon Street, Suite 400 Sacramento, CA 95811 or remotely, during the hours of 8:00 am to 5:00 pm, Pacific Standard Time (PST) Monday through Friday, excluding State observed holidays, as applicable.

HCD does not anticipate the need to perform services during afterhours. However, when the need arises during afterhours, after 5:00 PM or before 8:00 AM (PST), scheduling of a date and time will be mutually agreed upon by HCD and the Contractor. There will be no increase in hourly rates for extended hours or days.

3. Term and Commencement of Work

A. The period of performance for the Agreement will be 6/1/2026 or upon DGS approval, whichever is later, through 5/31/2029. The Agreement term shall not exceed a three-year term.

B. Contractor will not be authorized to deliver or commence the performance of services as described in this Scope of Work (SOW) until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement or after the Agreement end date will be considered voluntary on the part of the Contractor and non-compensable.

C. Contractor’s anticipated level of effort and rendering of services for this Agreement may fluctuate over the Agreement term. Contractor must apply resources commensurate with the activity level as needed by HCD to meet fluctuating demands.

4. The Agreement Representatives

Department of Housing and Community Development	TBD
Section/Unit: TBD	*Contractor Representative:
*Contract Manager & Classification title: TBD	Contractor Title:
Address: 651 Bannon Street, Suite 400 Sacramento, CA 95811	Address:
Phone No.: (916)	Phone No.:
Email:	Email:

**Both parties will have the right to change the Contract Manager/Representatives from time to time throughout the term of this Agreement. Such change will not require the consent of HCD or the Contractor. The changing party will notify the other party, in writing, of the name of the new Contract Manager/Representative within 30 days of his or her appointment to such position. Such written notice will not constitute, nor require, an amendment to this Agreement.*

5. Specifications and Detailed Description of Work

HUD fulfills its National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA) obligation through its own implementing regulations at 24 Code of Federal Regulations Part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) (“Part 58”), which delegates environmental review responsibilities to local governments or other Responsible Entities (REs).

As a State Recipient of HUD funds, HCD is responsible for administering its funds in compliance with Part 58 and other applicable environmental requirements.

Additionally, pursuant to Part 58, HCD can either:

- Act as a grant recipient directly funding or undertaking a project and thereby assume the role of Responsible Entity (RE); or
- Exercise HUD’s responsibilities with respect to approval of a unit of general local government’s (grantee) environmental certification, under which the grantee is the RE. When a State distributes funds to a grantee, the State must provide appropriate procedures by which the grantees will evidence their assumption of

environmental responsibilities. As a steward of public funds, HCD accepts responsibility for the quality and accuracy of the local environmental review process as it pertains to HUD and HCD projects.

A. HCD Responsibilities

- 1) The HCD Contract Manager will:
 - a) Provide access to office space at HCD Headquarters, if needed
 - b) Provide access to Microsoft Outlook and Teams and documents as necessary for the Contractor to complete the tasks identified in this SOW.
 - c) Provide training to the Contractor on required business and technical systems and documents, if needed.
 - d) Coordinate with HCD's IT Department as needed to provide the Contractor with a laptop, unique HCD email addresses, necessary to access these tools at the HCD Contract Manager's discretion.
 - e) Review, approve, or deny Contractor-submitted deliverables and invoices.
- 2) Microsoft Outlook and Teams are the primary platforms HCD uses for file sharing and communication. HCD Contract Manager may also require use of an HCD-approved system of record for invoicing.

B. Contractor Responsibilities

- 1) Under general direction of the HCD Contract Manager, Contractor will support HCD environmental staff with preparation or review of internal and external technical reports, documents, and forms for compliance with local, State, and federal environmental laws and regulations including, but not limited to, NEPA (specifically in accordance with 24 CFR Part 58), 24 CFR Part 51, Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (NHPA), 24 Code of Federal Regulations part 93.301 (NHTF), CEQA, and other related environmental regulations.

Environmental assessments will generally include Environmental Assessments (EAs) that are subject to the requirements of 24 CFR Part 58.6, 24 CFR Part 58.5, environmental assessment factors, and analysis under NEPA. However, assistance may be needed for other levels of review such as tiered reviews and Categorical Excluded, Subject to Review with Part 58.5 (CEST) reviews.

- 2) Contractor will liaise with other agencies as necessary to facilitate environmental reviews, as well as provide subject matter expertise, technical assistance and capacity building support that serves to augment staff capacity and improve HCD environmental staff's skills, knowledge, capacity, systems, and processes and its ability to deploy services and technical assistance to applicants, grantees, developers, and other parties.
- 3) To effectively meet the needs of HCD and its requirements under Part 58 and other related environmental regulations, Contractor will review or prepare (or assist with preparing) reports and administrative records that are adequate and legally defensible, maintain a current and thorough understanding of most up-to-date guidance of Part 58 and CEQA and associated regulations and laws, understand the construction process, and understand and articulate the requirements for each unique project and a range of federal funding sources.
- 4) In addition to ensuring HCD's actions are compliant with environmental regulations, best practices, and guidance, Contractor will have the responsibility to help ensure that the principles, practices, and administrative records are carried out and implemented in accordance with all applicable environmental laws and regulations, as well as HCD's policies and procedures. Failure to meet compliance requirements may result in project and funding delays, loss of existing or future funding, repayment of funds, and poor optics for HCD.
- 5) Contractor shall understand HCD's unique role with various federal funding sources, depending on the applicant, and ensure compliance with the latest guidance from HCD, HUD, and CEQA; work under tight timelines or on short notice in a cost-effective manner; and assist in communicating with applicable agencies, partners, stakeholders, and the public.
- 6) Contractor is expected to work independently and with limited direction. Contractor may be required to provide support on-site, remotely, or virtually, as needed. Contractor may be required to perform services for project sites located throughout the State. Projects will vary in scope, size, location, and schedule. Deliverables may also vary from project to project. At the sole discretion and convenience of the HCD Contract Manager, Contractor may be required to provide support on site at HCD headquarters in Sacramento or another designated physical location.

Software or licenses not listed under HCD Responsibilities that are required to perform the services of this Contract will be the responsibility of the Contractor.

C. Staffing Minimum Qualifications

- 1) Staff must have proven experience in reviewing and preparing environmental documents and providing technical assistance to ensure compliance with Part 58, the California Environmental Quality Act (Pub. Resources Code § 21000 et seq.) (CEQA), and other applicable environmental requirements.
- 2) Staff must be able to review, prepare, or assist in preparation, with reports and administrative records that are adequate and legally defensible, maintain a current and thorough understanding of most up-to-date guidance of Part 58 and CEQA and associated regulations and laws, and understand the construction process.
- 3) Staff must also understand and be able to articulate the requirements for each unique project and a range of federal funding sources.

D. Key Personnel

- 1) Key Personnel, including those working on special studies, must have at least two (2) years of experience, and possess the education and experience, commensurate with the particular area or task they are working on and must have the appropriate registration, license, or certification, as required by law.
- 2) Key Personnel that are authorized to sign environmental documents on behalf of the Contractor must have, at minimum, a bachelor's degree in an environmental-related field which may include, but is not limited to, environmental sciences or studies, planning, or engineering.
- 3) The Primary POC must have demonstrated experience leading environmental professionals and staff, preparing and reviewing environmental documents in compliance with 24 CFR part 58, and providing quality assurance and control.
- 4) Key Personnel providing technical assistance, capacity building, subject matter expertise, or training must have at least two (2) years of experience providing similar tasks relevant to the Scope of Work.

E. HCD Approval of Staffing Changes

- 1) Key Personnel. Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individuals designated to fill any of the Key Personnel roles will not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual without the prior written approval of the HCD Contract Manager. Any proposed replacement staff

designated to fill a Key Personnel role must have qualifications, experience, education, and skill comparable to or exceeding that of the Key Personnel being replaced, and meeting or exceeding the minimum requirements for the role stated in the solicitation, bid or offer, or this Agreement, as applicable.

- 2) Required Approval for All Staff or Subcontractor Changes. Regardless of whether additional or replacement staff will fill a Key Personnel role, Contractor must submit Exhibit E, Administrative Change, with resumes of additional or replacement staff to the HCD Contract Manager at least ten (10) business days before they are scheduled to begin work on the Agreement in their proposed role. Such staff will not commence work in their proposed role without the HCD Contract Manager's written approval. If additional staff will increase the rate of expenditure of contract funds or result in a greater proportion of staff in higher paid roles, Contractor's justification will explain why the higher rate of expenditure or increased number of staff in higher paid roles is appropriate for project needs and consistent with Contractor's accepted bid, offer, or proposal.
- 3) Hourly Rates: Contractor's written request for approval of additional or replacement staff must include the staff's classification and hourly rates. Hourly rates may not exceed those provided in Exhibit B for the same classification.
- 4) Denial of Staff or Subcontractor Changes: HCD reserves the right to approve or deny, in its sole discretion and for any reason, any staffing changes requested under this section.

F. Contractor Tasks

1) Task 1- Review of EAs

Contractor will review, and if necessary, propose revisions to Part 58 environmental assessments or other associated documents provided to, or prepared on HCD's behalf, and any associated special, technical, engineering, or scientific studies to ensure compliance with Part 58 and related laws and advise HCD environmental staff of needed changes.

2) Task 2- Prepare EAs

Contractor will prepare environmental assessments and additional special studies (historical, cultural, flood, air quality, biological, noise, etc.). A special study may include technical, engineering, or scientific investigation memos or reports, such as Phase I Environmental Site Assessments.

Compliance with CEQA and/or use of the HUD Environmental Review Online System (HEROS) may also be required, as directed by the HCD Contract Manager.

Contractor will also assist HCD environmental staff with additional as needed tasks which may include, but are not limited to, reviewing and responding to public comments, preparing and publishing notices for distribution and publication/recordation (including support with translation and accessibility, if needed), records research, initiating consultations, and written and verbal correspondence with the State Historic Preservation Officer (SHPO) and Tribal organizations pursuant to federal and state consultation requirements and deliver and/or incorporate findings, documentation, correspondence, and/or other related items, where applicable. Contractor may also be requested to prepare tribal monitoring plans.

3) Task 3- Subject Matter Expertise and Support

Contractor will provide HCD with subject matter expertise and staffing and meeting support. Assistance may be provided verbally, in writing, or virtually, as directed by HCD. In some cases, in-person meetings may be requested by HCD. Subtasks may include, but are not limited to:

- a) Responding to internal environmental-related questions from HCD environmental staff.
- b) Assisting with, and responding to, environmental-related questions from other internal staff or external parties, as directed by the HCD Contract Manager. Assistance provided to external staff may be provided in partnership with/support of HCD environmental staff.
- c) Assisting HCD staff with responding to HUD monitoring and addressing findings.
- d) Providing support with and participating in virtual bi-weekly internal review office hours for HCD staff. This may include preparing for and assisting with the meeting and providing a post-meeting verbal or written debriefing or minutes. Office hours are typically an hour long and allow internal HCD staff to ask general or project specific questions, and request review of forms and attachments.
- e) Providing support with and participating in virtual internal status meetings with HCD environmental staff and stakeholders. This may include preparing for and assisting with the meeting and providing a post-meeting verbal or written debriefing or minutes. Status meetings are typically an hour long.

- f) Providing written monthly status reports as approved by HCD Contract Manager. The reports shall, at minimum, describe and summarize activities and progress for the month and include a look ahead to next month's activities, any past or upcoming key milestones or updates, any issues or delays, and such other information as HCD may request. Reports may be submitted with invoices.
- g) Providing ad-hoc verbal or written data, information, or reports.

4) Task 4- Preparing Materials

Contractor will assist in the preparation, review, or editing of internal and external written or web-based materials, such as fact sheets, checklists, templates, forms, FAQs, toolkits, management memos, policies and procedures, manuals, and policy or issue papers. Contractor may be required to write website content and communicate with HCD IT staff, but any actual website updates or postings will be made by HCD. Assistance and any associated deliverables may be based on evaluation of existing materials and recommendations made by the selected Contractor or requested by HCD Contract Manager.

5) Task 5- Training

Contractor will develop and assist in facilitating up to three (3) virtual training workshops per year for HCD staff, grantees, or subrecipients. Workshop topics may include anything related to tasks within this scope of work. This task will include preparation of draft and final PowerPoint slideshows for review. It is expected that the trainings will be similar in nature, with most of the effort required to develop the original PowerPoint. The workshop(s) may be recorded by HCD for future use.

G. Contractor Deliverable Schedule (Delivery of Services)

1) Generally

Upon request, Contractor will begin work on tasks immediately upon verbal or written authorization from the HCD Contract Manager. Contractor will keep the HCD Contract Manager apprised of their availability and must be available within two (2) business days' written notice and deliver services in accordance with this Agreement and complete tasks, provide deliverables, and meet specific milestones by which progress can be measured and payments made. Alternate

schedules may be allowed as requested or agreed upon by the HCD Contract Manager.

Unless otherwise stated, it is expected that the HCD Contract Manager's review of draft documents may take up to approximately two (2) weeks. HCD acknowledges that delays may occur with outside parties or due to staff capacity issues of HCD staff and, in some cases, HCD may need deliverables sooner than specified below. When such situations arise, the Contractor and the HCD Contract Manager will address alternate timelines on a case-by-case basis and adjust accordingly.

All deliverables will be subject to HCD Contract Manager acceptance. It is anticipated that all deliverables will be in electronic format preapproved by the HCD Contract Manager.

2) Deliverable for Task 1

Contractor will review and provide proposed revisions and written feedback on their review of an EA using HCD's review memo format, or alternate form approved by the HCD Contract Manager, within 10 business days of the initial request by the HCD Contract Manager. Any subsequent re-reviews, feedback or revisions requested by the HCD Contract Manager are expected within five (5) business days. Requests for review and re-review will be on an as-needed basis.

3) Deliverable for Task 2

If requested by HCD, when the Contractor receives verbal or written authorization from the HCD Contract Manager, the POC, or designee, will schedule a project kickoff meeting within a week with HCD environmental staff and the project applicant's representative, as required. The kickoff meeting is intended to scope project tasks and map out a schedule that meets HCD's requirements. The Tribal/cultural resources project lead(s) will join, as needed, the project kickoff meeting to develop their scope, schedule, and approach. The Contractor will make site visits, as needed.

For each EA requested and upon verbal or written authorization from the HCD Contract Manager, Contractor will deliver an administrative draft EA, with draft consultation letters, for review by the HCD Contract Manager within 14 calendar days, and any special studies, technical investigation reports, or memos within 45 calendar days, or as soon as the studies become available, at the discretion of the HCD Contract Manager.

After the HCD Contract Manager's review of the administrative draft EA is complete, the Contractor will deliver a final draft EA within 14 calendar days

to the HCD Contract Manager for review. Any subsequent follow-up revisions requested by the HCD Contract Manager will be expected within five (5) business days. The final draft will be approved by the HCD Certifying Officer in preparation for public notice. HCD will work directly with HUD to obtain the Authority to Use Grant Funds (AUGF).

If requested, Contractor will assist HCD with maintaining and organizing HCD's Environmental Review Record (ERR) to include all environmental review documents, public notices and written determinations or environmental findings. Contractor will work with HCD to determine the best platform to make sure the ERR is available for public review.

If requested, Contractor will assist with any required Tribal monitoring plans or Tribal and/or historical records research, consultations, and correspondence with appropriate entities during the same time frame as the administrative draft EA. Any findings, documentation, correspondence, and/or other related items will be delivered with and/or incorporated into the administrative draft EA, where applicable.

As requested, Contractor will be responsible for mailing Consultation letters on HCD's behalf with a cc to the HCD Contract Manager by email or USPS, as required.

If requested, the Contractor will support HCD in reviewing and responding to public comments if any are received during the public comment period for the Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF). The Contractor's role includes ensuring that all comments are addressed in accordance with HUD environmental review requirements under Part 58, or other applicable requirements. The Contractor will respond in writing within 48 hours to questions or public comments, when requested by the HCD Contract Manager, unless a different form of communication or schedule is agreed to by the HCD Contract Manager.

If requested, when submitting the administrative draft EA, Contractor will also deliver a draft public notice to the HCD Contract Manager for review. After HCD's approval of the administrative draft EA and draft notice, Contractor will prepare and submit a final notice to the HCD Contract Manager for review along with the next draft of the EA. After EA approval by the Certifying Officer, Contractor may be responsible for publishing (including paying the costs of) the final notice on the date stated in the public notice.

These tasks may be incorporated into the EA process or as stand-alone tasks, as requested by the HCD Contract Manager.

Note: The specific components and deliverables of each EA will be determined on a case-by-case basis. Each project EA will be billed separately from other EAs and other tasks. For example, HCD may have dual roles in the same project so the invoicing must separate the Tasks for each project.

4) Deliverable for Task 3

Contractor will respond in writing within 48 hours to questions or requests for information, when requested by the HCD Contract Manager, unless a different form of communication or schedule is agreed to by the HCD Contract Manager, which may include the HCD Contract Manager requesting a response quicker than 48 hours. If needed, Contractor will be available to meet virtually within 24 hours during normal business hours, when requested by the HCD Contract Manager. In some cases, in person meetings may be needed and the HCD Contract Manager will work with the Contractor accordingly.

As requested, Contractor will prepare for, participate in, or assist HCD environmental staff with, bi-weekly (every two weeks) internal environmental review office hours. This may include verbal or written debriefing and minutes. Office hours are typically an hour long. Frequency and timing of office hours are subject to change by HCD.

As requested, the Contractor will prepare for, debrief, and/or participate in bi-weekly (every two weeks) virtual internal status meetings with HCD environmental staff and stakeholders. Frequency and timing of meetings are subject to change by HCD.

Contractor will also provide written monthly status reports to the HCD Contract Manager. Reports may be submitted with invoices. HCD may also request reports or other information on an as needed basis.

5) Deliverable for Task 4

The Contractor will provide requested feedback or draft deliverables in writing within 10 business days. Subsequent revisions requested by HCD must be provided within five (5) business days.

6) Deliverable for Task 5

Contractor may be asked to provide a PowerPoint slideshow and online training workshop for staff, grantees, or subrecipients. The Contractor shall submit training materials to the HCD Contract Manager within 30 business

days of a request from the HCD Contract Manager. Subsequent revisions requested by HCD must be provided within two (2) business days. As requested, the Contractor will prepare for, debrief, and/or participate in the trainings. It is expected that the training will be held online. Up to two (2) subsequent trainings may be requested at a later date.

6. Work Acceptance Criteria or Rejection

Work acceptance criteria under this Agreement for services provided as set forth in Section 5, Specifications and Detailed Description of Work and according to Section 5.G, Contractor Deliverable Schedule (Delivery of Service) will be defined pursuant to the use of this SOW. The HCD Contract Manager will determine the acceptability of the work performed and the work produced by the Contractor.

- A. Under this Agreement the Contractor's successful performance of the responsibilities identified in each task will constitute completion of the work required.
- B. The costs related to re-work of work products not performed in accordance with the terms of this Agreement, HCD standards, or HCD Contract Manager specifications will be costs of the Contractor and will not be billed to HCD.
- C. Each deliverable will be reviewed by HCD. All deliverables will be in a format that meets HCD standards. Performance and timeliness of all tasks will be monitored by the HCD Contract Manager.
- D. If a deliverable is deemed not acceptable by HCD, the Contractor will address and resolve the identified problem(s) in accordance with Section 5, Contractor Deliverable Schedule (Delivery of Services), or as mutually agreed upon by the HCD Contract Manager.
- E. It will be the HCD's sole determination as to whether services rendered, and deliverables provided, have been successfully completed and are acceptable to HCD. The HCD Contract Manager will determine the acceptability of the work performed and the work produced by the Contractor.

7. Amendments

- A. As mutually agreed upon, the parties may amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work and upon approval by DGS where applicable.
- B. As mutually agreed upon, the parties may amend this Agreement to add additional funds for the same services at the same or lower rates than originally evaluated and considered.

- C. All Amendments will be completed utilizing the STD 213A and replacing applicable exhibits in their entirety.

Proposed Agreement - Exhibit B: Budget Details and Payment Provisions

1. Agreement Amount

The total amount of this Agreement shall not exceed \$TBD

2. Budget Detail

The awarded Proposer's cost proposal information will be inserted here.

*This is an all-inclusive contract.

3. Invoicing and Payment

- A. Contractor shall invoice on a task and hourly basis, with the total of all invoices not to exceed the amounts shown in Section 2, Budget Detail of this Exhibit.
- B. Invoices must include payroll information and timesheets.
- C. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.
- D. Invoices must include this Agreement number, a Purchase Order number, a description of services completed, and dates services were completed. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.
- E. Invoices shall be submitted, not more frequently than monthly, in arrears, to:

Department of Housing and Community Development
Accounting Division
Accounts.Payable@hcd.ca.gov
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-6612

4. Budget Contingency Clause

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

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

5. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in Government Code, Title 1, Division 3.6, Part 3, Chapter 4.5 (commencing with Section 927).

6. Deadline for Submission and Payment of Final Invoice

- A. No later than ninety (90) calendar days after the last day of the Agreement term, Contractor will deliver a properly completed final invoice ("Final Invoice") to HCD in such form, containing such information, and accompanied by such supporting documentation as HCD may require.
- B. The Final Invoice will be clearly marked "Final Invoice." Contractor will maintain, and provide the Contract Manager upon request, a dated return receipt, tracking information, or written confirmation of receipt from an HCD employee as proof of timely delivery.
- C. The Final Invoice will contain all of HCD's payment obligations under this Agreement that are not included in previous invoices accepted by HCD, received by HCD and pending acceptance, or disputed and pending resolution under Section 21 of Exhibit D ("Disputes").
- D. Except as provided in paragraph F, payment of the Final Invoice will be full and final satisfaction of all of HCD's undisputed payment obligations under this Agreement.
- E. Except as provided in paragraph F, Contractor waives the right to receive any payment under this Agreement that is either:
 - 1) Requested after the Final Invoice deadline in paragraph A.
 - 2) Requested for a deliverable that HCD receives after termination of the Agreement.
- F. This section will apply except to the extent expressly otherwise provided in this Agreement, agreed to in writing by the Contract Manager upon a determination of good cause, or otherwise required by law.

Proposed Agreement - Exhibit C: General Terms and Conditions

The State of California General Terms and Conditions will be incorporated by reference to the following link: [General Terms and Conditions \(GTC 02/2025\)](#)

Proposed Agreement - Exhibit D: HCD Additional Terms and Conditions

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 02/2025) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the General Terms and Conditions (GTC - 02/2025)

2. Publications and Reports

A. Unless otherwise provided for in this Agreement, Contractor shall:

- 1) Incorporate any comments or revisions required by HCD into any publication or report and shall not publish any material until it receives final written HCD approval from the Contract Manager.
- 2) Furnish one copy of each publication and report required plus one reproducible original. Any publication or report produced in PDF must be supplied to HCD in an unlocked, Word or Excel format.

B. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.

C. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior written HCD approval is granted.

D. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
TITLE OF PUBLICATION
BY (CONTRACTOR)

E. HCD retains ownership of and reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement.

F. If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).

3. Progress Reports

Except as otherwise specified, in writing, by HCD, Contractor shall provide a progress report in writing once a month. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports or interim findings, and an opportunity to discuss any difficulties or special problems so that remedies can be developed as soon as possible.

4. Presentation

Upon HCD's request, Contractor shall meet with HCD to present any findings, conclusions and recommendations required per this Agreement.

5. Report Delivery

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.4.

6. HCD Staff

HCD staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this regard, HCD staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

7. Confidentiality of Data and Documents

- A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.
- B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, who will be involved in the performance of this Agreement, to agree, in writing, to the above terms in an HCD approved form. Contractor shall supply HCD with evidence of the employee or officer's signature on the HCD form.
- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved

subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.

- F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

Legal Notice

This report was prepared as an account of work sponsored by HCD but does not necessarily represent the views of HCD or any of its employees except to the extent, if any, that it has formally been approved by HCD. For information regarding any such action, communicate directly with HCD at P.O. Box 952050, Sacramento, California, 94252-2050. Neither HCD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights.

8. Provisions Relating to Data

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.
- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at HCD's expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.
- E. "Generated data" shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

9. Amendments

Amendments to this Agreement are allowed and shall follow the rules and guidelines outlined in the current State Contracting Manual (SCM) Vol 1, including but not limited to the following:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager. However, the term of this Agreement or contract amount may only be changed by formal amendment.

10. Approval of Product

Each product to be approved under this Agreement shall be approved by the Contract Manager. HCD's determination as to satisfactory work shall be final absent fraud, mistake, or arbitrariness.

11. Substitutions

Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval. Notice to either party may be given by email as provided in Exhibit A.4. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

12. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of HCD to enforce at any time the provisions of this Agreement, or require at any time performance by Contractor of any provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce said provisions.

13. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

14. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

15. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held within one year from this Agreement's expiration date, the Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. HCD will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by HCD.

16. Force Majeure

"Force Majeure" is an unforeseeable event outside of a party's reasonable control which prevents or delays performance of that party's obligations under this Agreement. Such event does not include the normal risks a party assumes when it enters a contract. A Force Majeure event is a natural disaster such as an earthquake, flood, hurricane, pandemic, an Act of God, act of war, act of public enemies of this state or of the United States, or other similar event.

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws,

regulations, or other government actions taken in response to a “Force Majeure” event, such as a quarantine or other restriction which prevents or delays the performance of a party’s obligations under this Agreement.

The party asserting “Force Majeure” must give notice to the other party to this Agreement within ten (10) days of the occurrence of the Force Majeure event, notice to be given in accordance with the notice provisions of this Agreement. Such notice must include a description of the Force Majeure event, how said event has prevented or delayed the party’s ability to perform its obligations under this Agreement, a description of reasonable measures the asserting party proposes to take to resume performance of its obligations under this Agreement, and a date by which the party anticipates it will resume performance of its obligations.

17. Permits and Licenses

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify HCD in writing.

18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-02/2025) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor’s expense, information, and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization, or assistance, shall not relieve the Contractor of its indemnification obligations.

The Contractor shall immediately notify HCD of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or HCD, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of HCD.

19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the

Contractor with a Combined Single Limit (CSL) of not less than \$1M per occurrence and the following:

- 1) Commercial General Liability: \$1M per occurrence bodily injury, property damage and products and completed operations, \$2M general aggregate.

The certificate holder should be:

California Department of Housing and Community Development
651 Bannon Street Suite 400
Sacramento, CA 95811

- 2) Description of Operations should read:

The certificate of insurance must include the following provision: *The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this contract.*

- 3) The Contractor shall provide written notice to HCD within two (2) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- 4) Contractor must maintain Worker's Compensation insurance for all employees that are participating in the work contemplated by this Agreement.

20. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

21. Disputes

- A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive, and binding on both parties.

- B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.
- C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

22. Suspension or Termination

A. Suspension of Work:

The Director or Acting Director of HCD, or his/her designee, by written order may suspend the work of the Contractor, or any portion thereof, for any period up to ninety (90) days, as the Director or his/his designee may deem necessary and for any reason. Any equitable adjustment shall be made in the delivery schedule or contract price, or both, and this Agreement shall be modified in writing accordingly if the stop work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Agreement. In any event, the final total of additional payments shall not exceed the sum provided for in this Agreement unless this Agreement is amended in writing in advance.

B. Termination at Option of State:

This Agreement may be terminated at any time, in whole or in part, upon ten (10) calendar day's written notice by HCD, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event HCD terminates all or a portion of this Agreement for any reason, it is understood that HCD will provide payment to Contractor for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount.

C. Termination for Default:

The Director or his/her designee may, by three-day written notice to the Contractor, and without any prejudice to HCD's other rights or remedies, terminate this Agreement in whole or in part because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2)

deliver to HCD's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated or generated by the Contractor in performing under this Agreement, whether completed or in progress. In such an event, HCD shall pay the Contractor only the reasonable values of the services rendered to date. At the sole discretion of HCD, HCD may offer an opportunity to cure any breach(es) prior to terminating for a breach.

D. Termination Due to Bankruptcy:

In the event proceedings in bankruptcy are commenced by or against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify HCD immediately in writing and HCD may terminate this Agreement and all further rights and obligations by giving three (3) days' notice in writing in the manner specified herein.

E. Convenience:

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

F. Cumulative Remedies:

The rights and remedies of HCD provided in this Agreement are in addition to any other rights and remedies provided by law.

G. Completion:

In the event of termination for default, HCD reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to HCD for any additional costs incurred by HCD to complete the work.

H. Threats to HCD employee(s):

Contractor agrees to be fully responsible to HCD for the acts and omissions of Contractor's subcontractors and any other persons directly or indirectly employed by Contractor or any of its subcontractors. Note: The word 'acts' in the preceding sentence includes any threat, whether real, implied, apparent or perceived, made to an employee of the State of California. Any such threat will be grounds, in HCD's discretion, to terminate this contract."

23. Public Contract Code

The Contractor is advised that provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

24. Evaluation of Contractor's Performance (STD 4 - Contract/Contractor Evaluation)

The Contractor's performance under this Agreement will be evaluated by HCD upon completion of this Agreement. A copy of the written evaluation will be maintained in this Agreement's contract file and may be submitted to the Department of General Services, Office of Legal Services.

25. Priority Hiring Considerations for Contracts Exceeding \$200,000.00

If this Agreement includes services in excess of \$200,000.00, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code §10353.

26. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between HCD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to HCD for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. No work shall be subcontracted without the prior written approval of HCD. Upon the termination of any subcontract, HCD shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.
- C. Contractor's obligation to pay its subcontractors is an independent obligation from HCD's obligation to make payments to the Contractor. As a result, HCD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.
- D. When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of this Agreement.
- E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of this Agreement. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

- F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

27. Disabled Veteran Business Enterprises (DVBEs)

If Contractor has committed to achieve a DVBE participation goal in Contractor's accepted bid or offer, in this Agreement, or if DVBE participation requirements were stated in the solicitation as an applicable condition for qualifying as a responsive bidder:

- A. Contractor must comply with all rules, regulations, ordinances, and statutes that apply to the California DVBE Program established in Military and Veterans Code Section 999, including, but not limited to, the requirements of Military and Veterans Code Section 999.5(d).
- B. Per Military and Veterans Code Section 999.5(g), Contractor must use the DVBE subcontractors and suppliers proposed in the accepted bid or offer unless (1) a substitution is requested in writing and (2) before commencing work under this Agreement, the proposed replacement is approved by HCD and the Department of General Services. Absent exceptional circumstances, a DVBE subcontractor or supplier may only be replaced by another DVBE subcontractor or supplier. (Cal. Code Regs., Tit. 2, § 1896.73.) All changes to the amount or scope of work under this Agreement that will impact the comparative percentage of individual or overall DVBE participation must be authorized by an amendment to this Agreement.

Failure of Contractor to obtain approval before making a DVBE substitution under this Agreement, or failure to maintain the DVBE participation level identified in the bid or offer, this Agreement, or the solicitation, as applicable, may be cause for termination of this Agreement, recovery of damages under rights and remedies due the State of California, and penalties as outlined in Military and Veterans Code Section 999.9 and Public Contract Code Section 10115.10.

- C. Upon completion of work under this Agreement and submittal of the final invoice, Contractor must submit to the Contract Manager a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report form (STD 817). Upon HCD's request, Contractor must, no later than 30 calendar days after the date on which the request is sent, submit satisfactory proof that Contractor has made all payments owed to each participating DVBE subcontractor or supplier that are not legitimately disputed.

If Contractor fails to timely comply with the preceding requirements of this paragraph (C), HCD will send Contractor a notice to cure and will withhold \$10,000 from the final payment, or the full amount of the final payment if less than \$10,000, until Contractor cures the defect. If Contractor does not cure the

defect on or before a final date to be specified in the notice to cure, HCD will disapprove the withheld amount and permanently deduct it from the final payment to Contractor. The final date shall be in HCD's sole discretion but shall be no sooner than 15 calendar days and no later than 30 calendar days after the date on which the notice is sent.

- D. If a request for proof of payment or notice to cure under paragraph (C) is only sent by a method other than email, facsimile, or same day delivery, Contractor shall have the additional time to comply specified for the comparable delivery service in Code of Civil Procedure Section 1013.
- E. The terms and conditions of this section supplement, and are not supplanted by, the terms and conditions relating to DVBE participation requirements in the State of California General Terms and Conditions (GTC – 02/2025).

28. Conflict of Interest Clause

A. Purpose

The purpose of this clause is to ensure that the Contractor (1) is not biased, or in any way appear to be biased, in the performance of its duties under this Agreement due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under this Agreement, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by this Agreement, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.

B. Conflicts of Interest

Contractor represents, warrants, and covenants to HCD as follows:

- 1) **No Current or Prior Conflicts of Interest.** Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.
- 2) **Prohibition on Conflicts.** Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) **Notice of Conflict.** If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.

- 4) **Termination for Material Conflict.** If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

29. Americans with Disabilities Act and Section 508 of the Rehabilitation Act

- A. Contractor, by signature hereto, certifies that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which, among other things, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. Contractor is responsible for ensuring all products and services provided to HCD pursuant to this Agreement, including hosting services for electronic content, meet the accessibility requirements of the refreshed Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and all the applicable provisions of the Information and Communication Technology (ICT) Standards and Guidelines. These standards incorporate by reference all of the requirements of Web Content Accessibility Guidelines 2.0 AA success criteria. HCD reserves the right to ask for proof of conformance or to perform testing on any solution to verify conformance.
- C. Contractor shall ensure that all deliverables provided by Contractor pursuant to this Agreement that will be posted to HCD's website or will be viewed and/or utilized by persons either within or outside HCD, comply with all of the laws, standards and guidelines referenced in the preceding paragraph. In the event any deliverables provided by Contractor under this Agreement require remediation in order to comply with all of the laws, standards and guidelines referenced in the preceding paragraph, all costs for such remediation shall be borne by Contractor.

30. Executive Order N-6-22 – Russia Sanctions

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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine 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 advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

31. Background Checks for Access to Sensitive Information (H&S Code, § 50405.5)

- A. Contractor certifies that none of Contractor's employees, contractors, agents, subcontractors (together, "personnel"), or substitute personnel will receive or otherwise have access to any non-anonymized confidential information, personally identifiable information, personal health information, or financial information owned, controlled, or provided by HCD, or generated or delivered to HCD in the performance of this Agreement (together, "sensitive information"), until Contractor:
- 1) Performs a criminal background check as specified in paragraph (B).
 - 2) Reviews the criminal background check and determines that granting the personnel access to sensitive information will not pose a threat to the public interest or integrity or effectiveness of HCD's mission.
- B. Contractor will perform one of the following federal and state criminal background checks on personnel who will have access to sensitive information:
- 1) A live scan criminal background check through an approved live scan fingerprinting service provider that includes summary criminal history information from the Federal Bureau of Investigation and California Department of Justice.
 - 2) In limited circumstances, if personnel are unable to timely access a live scan facility or mobile live scan provider, HCD may, in its sole discretion, authorize Contractor to perform a criminal background check via submission of two (2) FD-258, Applicant Cards (Hard Cards).
- C. Background check records will be maintained by the Contractor in accordance with Exhibit C, General Terms and Conditions, Section 4, "Audit" and are subject to audit by HCD. When requested by HCD, background check records will be furnished by the Contractor within twenty-four (24) hours. Contractor will provide any additional detail about a background check that HCD deems necessary.
- D. HCD may, in its sole discretion, revoke or deny clearance for any of Contractor's personnel to review sensitive information.
- E. Contractor will bear all fees and costs associated with obtaining and maintaining clearance for any individual required to undergo a criminal background check under this section.

- F. Failure to comply with this section is grounds for contract termination.
- G. The requirements of this section apply to any services contract, interagency agreement, or public entity agreement entered into, amended, or renewed on or after January 1, 2024.

Proposed Agreement - Exhibit E: Federal Procurement Provisions

1. Agreement Subject to the Availability of Federal Funding

A. In General

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. Agreement Conditional on Appropriations

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by the United States Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

C. Appropriation of Insufficient Funds

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement will be amended to reflect any reduction in funds.

D. Option to Void or Amend Contract

HCD has the option to invalidate the Agreement under the 30 day cancellation clause or to amend the contract to reflect any reduction in funds.

2. Suspension and Debarment (Contracts Exceeding \$25,000.00)

A. This Agreement is a covered transaction for purposes of 2 Code of Federal Regulations part 180 and 2 Code of Federal Regulations part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Prior to first disbursement, Contractor must verify that any subcontractors are not excluded or disqualified by doing one of the following:

- 1) Verifying that the subcontractor's name is not on the list of excluded or disqualified parties in the federal System for Award Management (www.sam.gov);

- 2) Obtaining a certification from the subcontractor, as follows:

This certification is a material representation of fact relied upon by _____. If it is later determined that the contractor did not comply with 2 Code of Federal Regulations part 180, subpart C and 2 Code of Federal Regulations part 3000, subpart C, in addition to remedies available to _____, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- 3) Adding a clause or condition to the subcontract, as follows:

The bidder or proposer agrees to comply with the requirements of 2 Code of Federal Regulations part 180, subpart C and 2 Code of Federal Regulations part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Certification (Contracts Exceeding \$100,000.00)

Contractors who apply or bid for an award of \$100,000.00 or more must file the required Byrd anti-lobbying certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to HCD who in turn will forward the certification(s) to the awarding agency.

4. Affirmation Socioeconomic Steps

If subcontracts are to be let, Contractor must take all necessary steps identified in 2 Code of Federal Regulations part 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Proposed Agreement - Exhibit F: Administrative Changes

Contract Number: 25-20-009 Vendor Name: Click or tap here to enter text.	Type of Change: Choose an item.
Proposed Effective Date of Change: Click or tap to enter a date. or upon approval by the California Department of Housing and Community Development, whichever occurs later.	
<u>Reason for Change</u> (if change will increase the rate of expenditure of Agreement funding, explain why the higher rate of expenditure is appropriate for project needs):	
<u>Description of Change</u> (for personnel changes, include qualifications and experience of personnel being replaced or supplemented vs. new personnel):	
<u>Proposed Personnel Classification</u> (personnel changes- must be equal or better than classification of personnel being replaced or supplemented):	<u>Proposed Hourly Rate</u> (personnel changes- must be less than or equal to current rate of personnel being replaced or supplemented):

For Key Personnel Changes, is/are resume(s) attached?

Yes No

Approval:

By signing below, Contractor confirms that the changes identified above are in accordance with the terms and conditions of the Agreement and consistent with Contractor's accepted bid, offer, or proposal. In the case of a personnel change, Contractor's signature also confirms that the proposed staff meets the personnel classification requirements and mandatory qualifications and experience listed in the Scope of Work (SOW).

Contractor (Print Name/Title & Sign) / Date

HCD Contract Manager (Print Name & Sign) / Date

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