REQUEST FOR PROPOSAL

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (“RFP”), entitled

**RFP 21-20-006 ENVIRONMENTAL CONSULTING SERVICES (NEPA/CEQA)**

In submitting your Proposal, you must comply with all instructions contained in this RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions:


If you do not have Internet access, a hard copy can be provided, by contacting the person listed below.

In the opinion of the Department of Housing & Community Development ("HCD" or "Department"), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Wendy Barnes

Phone: (916) 776-7735

E-Mail: wendy.barnes@hcd.ca.gov or servicecontracts@hcd.ca.gov

All questions will be answered via the Cal eProcure website, by the date specified in the Key Action Dates.

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

**Wendy Barnes,**

HCD Contracts Analyst
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1. **ADMINISTRATION INFORMATION**

A. **Background**

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-funded housing and community development grant programs through the development of program policies and guidelines, community outreach and technical assistance, issuance of Notices of Funding Availability (NOFA), application review, funding recommendations and disbursement, reporting, and monitoring. As part of this process, HCD seeks to meaningfully partner with Tribes in California to remove historic, restrictive barriers to improve access to these programs, increase Tribal awareness and respect in our workplace and communities, and recognize and respect the inherent sovereignty of Native American Tribes.

Over the next year, HCD expects to release over $600 million in funding from HUD for various programs including, but not limited to CDBG, HOME, and NHTF. These programs, administered by DFFA, require compliance with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), and each program’s implementing regulations, including, but not limited to, 24 Code of Federal Regulations part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) (24 CFR Part 58).

As a State recipient of HUD funds, HCD can either a) act as a grant recipient directly funding or undertaking a project and thereby assume the role of Responsible Entity (RE) or b) 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 for 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 HUD and HCD projects.

B. **Condition of Award**

The Contractor will not be authorized to commence performance of services or delivery of goods described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the 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**

2 CFR Part 200 – 2 Code of Federal Regulations part 200 contains the federal requirements and restrictions governing the award and use of federal funding.


**Community Development Block Grant (CDBG)** – The CDBG program is an annual grant funding program distributed on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. HCD administers the CDBG program with funding received from HUD.

**Contract** - A negotiated and legally binding contract between the California Department of Housing and Community Development (HCD) and the Contractor. See also “Agreement”.

**Contract Manager** – The authorized representative of HCD responsible for administering an Agreement and monitoring the Contractor’s performance. The Contract Manager serves as a liaison with the Contractor and may perform administrative tasks ranging from the request of contract services through the performance and final payment for completed services.

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

**Department of General Services (DGS)** – California’s procurement authority.

**Effective Date** – The date the Agreement is approved by DGS.
Grantee – A Unit of General Local Government (UGLG) or other entity which is a recipient of funds from HCD.

HEROS – HUD Environmental Review Online System.

HOME Investment Partnerships Program (HOME) – The federal HOME program (42 U.S.C. § 12741 et seq.) is an annual grant program under which grants are distributed on a formula basis to states, cities, and counties to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or by providing rental or first-time homebuyer assistance. HCD administers the HOME program with funding received from HUD.

HOMEKEY – State funding program for the rehabilitation or master leasing of a variety of buildings or properties for the creation of interim or permanent housing options for persons experiencing homelessness and who are also at risk of COVID-19.

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.

Key Personnel - Personnel considered to be essential to the work being performed under the proposed agreement. Key personnel may serve in more than one role.

Must or Will – Denotes mandatory language; a requirement that must be met without alteration or variation in performance.

National Housing Trust Fund (NHTF) - NHTF provides grants to states to produce and preserve affordable housing for extremely low- and very low-income households. HCD administers the NHTF program with funds received from HUD.

Personnel - Employees of the Proposer, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

Project Manager – Contractor’s main representative and project manager.

Proposal – A response to a solicitation for Proposals.

Proposer/Bidder – Denotes any entity that submits a Proposal responding to this RFP prior to award.

Request for Proposal (RFP) – Open, fair and competitive solicitations issued for goods and services.
Should, Can, or May – Denotes desirable, non-mandatory language.

SOW – Acronym for “Scope of Work”.

Subrecipient – A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.

Tribe/Tribal – Generally includes, but is not limited to, a federally-recognized California Indian tribe, non-federally recognized California tribe, California tribe on the Native American Heritage Commission (NAHC) contact list, Indian Housing Authority, or Tribally Designated Housing Entity (TDHE).

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

E. 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 or proposal, 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/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

2. PURPOSE AND DESCRIPTION OF SERVICES

A. Purpose

HCD is seeking proposals for on-call, as needed, Environmental Consulting services from qualified environmental consulting firms that have a demonstrated experience with preparing documents and providing technical assistance in compliance with NEPA, 24 CFR Part 58, 24 Code of Federal Regulations part 51 (Environmental Criteria and Standards) (24 CFR Part 51), and the California Environmental Quality Act (Pub. Resources Code § 21000 et seq.) (CEQA).

To effectively meet the needs of HCD and its requirements under NEPA and other related environmental regulations, it is expected that the selected Contractor will maintain a current and thorough understanding of NEPA and CEQA; be able to understand and articulate the requirements for each unique project and a range of federal funding sources and the nuances between NEPA and CEQA and HCD and HUD policies; work under tight timelines or on short notice in a cost-effective manner; assist in
communicating with local, Tribal, State, and Federal agencies and partners; and prepare reports and administrative records that are adequate and legally defensible.

**Agreement Term:** Upon approval by the Department of General Services (DGS) through twelve months, with the option for HCD to extend the Agreement, for up to two additional years. Any permitted amendment(s) would continue the services outlined in the original Scope of Work, as described in this RFP.

**Agreement Amount, Year 1:** TBD

**Optional Year 2:** TBD

**Optional Year 3:** TBD

**B. Scope of Work**

The Contractor’s services are intended to increase the efficiency, responsiveness, and operational effectiveness of HCD.

1) **Task 1 – Programmatic Assistance**

The Contractor will support HCD environmental staff with preparation (including in HEROS) or review of internal and external technical reports, documents, and forms in compliance with local, State, and federal environmental laws and regulations including, 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), floodplain management regulations and processes, AB 52 (Chapter 532, Statutes of 2014) tribal consultation, 24 Code of Federal Regulations part 93.301 (NHTF) (24 CFR Part 93.301), CEQA, and related environmental regulations. Services may be performed for project sites located throughout the State. Projects may vary in scope, size, location, and schedule. Deliverables may also vary from project to project. Subtasks include, the following:

a) Prepare NEPA Environmental Assessments (EA) and additional special studies (e.g. historical, cultural, flood, air quality, and noise). A special study may also include technical investigation reports or memos. Compliance with CEQA may also be required.

b) Assist in records research, initiating consultations, and written and verbal correspondence with the State Historic Preservation Office (SHPO) and tribal organizations pursuant to federal and state consultation requirements and deliver and/or incorporate findings, documentation, correspondence, and/or other related
items into the EA, where applicable. Note: This task does not include separate cultural or historical related special studies. That would be considered a special study under Task 1a.

c) Prepare and publish notices for distribution, publication, or recordation.

d) Review NEPA EAs and any associated special studies to ensure compliance with NEPA and related laws and advise HCD environmental staff of needed changes. Review will be initiated by the HCD Contract Manager on an as-needed basis.

e) Assist with environmental-related questions and responding to public comments. Assistance will be on an as-needed basis.

f) Assist in the preparation, review, or editing of written and web-based material such as fact sheets, templates, forms, FAQs, toolkits, management memos, manuals, charters, and policy or issue papers. Assistance and any associated deliverables may be based off recommendations made by the selected Contractor or requested by HCD Contract Manager on an as-needed basis.

2) Task 2 – Technical Assistance and Capacity Building

Contractor will provide technical assistance and capacity building support, that serves to improve HCD environmental staff’s skills, knowledge, capacity, systems, and processes and its ability to deploy technical assistance to grantees, including:

a) Evaluate environmental systems, policies, procedures, manuals, NOFAs, communication and monitoring strategies, and other electronic and web-based materials and provide staff with a recommendation report with recommendations for improvements or whether new ones need to be developed that reflect current regulations and best practices. The recommendation report should consider options for centralizing environmental systems and also include a risk monitoring process/guide and checklist and any other materials that will improve grantee oversight and monitoring.

b) Develop and assist in facilitating up to three training workshops for HCD program staff and continued learning opportunities. Scope includes 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.
c) Develop and assist in facilitating up to three training workshops for grantees and subrecipients. Scope includes 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. It is expected that this task will run concurrently with Task 2b unless an alternative schedule is requested by or agreed to by the HCD Contract Manager.

d) It is expected that support provided under this task will be made remotely and or virtually. However, at the sole discretion and convenience of the HCD Contract Manager, the Contractor may be requested to provide support on site at HCD headquarters.

C. **Delivery of Services**

1) **Task Orders and Timeline for Deliverables:**

The Contractor must be available within two (2) business day’s written notice and deliver services based on a task order process and complete tasks, provide deliverables, and meet specific milestones in which progress can be measured and payments made. All deliverables will be subject to the HCD Contract Manager’s acceptance. It is anticipated that all deliverables will be delivered in electronic format.

Unless otherwise stated, it is expected that the HCD Contract Manager’s review of draft documents will take two 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.

Task 1a: For each EA requested, the Contractor will deliver an administrative draft EA for review by the HCD Contract Manager and any special studies, technical investigation reports, or memos within 45 days of a Notice to Proceed given by 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 two weeks to the HCD Contract Manager for review. After HCD review is complete, the public notice has been published (see Task 1c), and the public comment period has ended the Contractor will then finalize the EA and Environmental Review Record (ERR) within two weeks for submittal to the HCD Contract Manager. HCD will then submit the Request for Release of Funds (RROF) and proof of public notice to HUD.
Task 1b: For each EA requested, the Contractor will assist in any required tribal and/or historical records research, consultations, and correspondence with appropriate entities during the same time frame as the administrative draft EA listed in Task 1a. Any findings, documentation, correspondence, and/or other related items will be delivered with and/or incorporated into the administrative draft EA, where applicable. HCD will be responsible for delivering any Consultation letters prepared by the Contractor. Note: This task does not include separate cultural or historical related special studies. That would be considered a special study under Task 1a.

Task 1c: When submitting the administrative draft EA, as outlined in Task 1a, the 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, the Contractor will prepare and submit a final notice to the HCD Contract Manager for review along with the draft EA (see Task 1a). After approval by the HCD Contract Manager, the Contractor will publish the final notice within two weeks.

Note: The specific components and deliverables of each EA will be determined on a case-by-case basis. It is anticipated that each EA/task order will be billed separately from other EAs and task orders.

Task 1d: The Contractor will provide written feedback on their review of an EA within two weeks of the initial request by the HCD Contract Manager unless an alternate schedule is agreed upon by the HCD Contract Manager. Requests for review will be on an as-needed basis, as requested by the HCD Contract Manager.

Task 1e: 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.

Task 1f: The Contractor will provide requested feedback or deliverables in writing within two weeks unless an alternate schedule is agreed to by the HCD Contract Manager. Assistance and any associated deliverables may be based off recommendations made by the selected Contractor or requested by the HCD Contract Manager on as-needed basis.

Task 2a: The Contractor will deliver a draft recommendation report within 60 days of Agreement approval for the HCD Contract Manager review. After HCD review is complete, a final recommendation report will be provided within two weeks for final approval by the HCD Contract Manager.
Task 2b: Within 30 days of completion of Task 2a, the Contractor will deliver a draft PowerPoint slideshow for HCD review. After the HCD Contract Manager review is complete, Contractor will finalize the PowerPoint slideshow and an online training workshop for HCD program staff will be held within 45 days, unless an alternate schedule is agreed to by the HCD Contract Manager. Contractor will be expected to assist in preparing for and attending the workshop. It is expected that the training will be held online. Up to two subsequent trainings may be requested at a later date.

Task 2c: Within 30 days of completion of Task 2a, the Contractor will deliver a draft PowerPoint slideshow for HCD review. After the HCD Contract Manager review is complete, Contractor will finalize the PowerPoint slideshow and an online training workshop for grantees and subrecipients will be held within 45 days, unless an alternate schedule is agreed to by the HCD Contract Manager. Contractor will be expected to assist in preparing for and attending the workshop. It is expected that the training will be held online. Up to two subsequent trainings may be requested at a later date.

D. Federal and State Procurement Principles

All contractors and subcontractors utilized as a result of this RFP must follow all state and federal procurement principles, including those in the California Public Contract Code, California State Contracting Manual, and 2 Code of Federal Regulations part 200 (2 CFR Part 200), as they may be amended from time to time. Applicable resources include, but are not limited to, the following:

1) Public Contract Code (“Pub. Contract Code”) section 1100.7 states, in relevant part, “This code is the basis of contracts between most public entities in this state and their contractors and subcontractors.”

2) Pub. Contract Code section 100 states, in relevant part:

“[I]t is the intent of the Legislature in enacting this code to achieve the following objectives:

a) To clarify the law with respect to competitive bidding requirements.

b) To ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds.

c) To provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices.

d) To eliminate favoritism, fraud, and corruption in the awarding of public contracts.”
MINIMUM QUALIFICATIONS OF PROPOSERS

A. **In General**

Proposer’s firm, teaming partners, subcontractors, and Key Personnel, including the Project Manager and technical or resource area leads, must have at least five (5) years of experience with the full preparation, quality control, and project management of EAs, Statutory Worksheets, and similar documents on behalf of government entities that are in compliance with NEPA, 24 CFR Part 58, CEQA, and related regulations. This experience must include the full preparation, quality control, and project management of at least five (5) EAs for new housing construction projects that meet the requirements of 24 CFR Part 58 and were funded through HOME.

Key Personnel working on special studies or specific sections of an environmental compliance document must possess, at minimum, education in the related field commensurate with the Key Personnel’s respective field of study and the appropriate registration, license, or certification, as required by law. Key Personnel providing technical assistance and capacity building must have at least three years of experience implementing technical assistance, training, and capacity building engagements on behalf of government entities.

B. **Subcontractors**

The proposer may utilize qualified subcontractors to provide capacity, tribal, and/or geographic-based support (e.g. a Southern California firm partners with a Northern California firm) or to assist with special studies.

C. **Preferred Experience**

1) Experience preparing at least one (1) environmental compliance report that meets the requirements of 24 CFR Part 93.301 (NHTF).

2) Experience preparing at least one (1) combined CEQA/NEPA document.

3) Experience preparing at least one (1) EA for a tribal housing project through HOME or the Indian Housing Block Grant program (25 U.S.C. § 4111 et seq.) and at least one (1) EA for a CDBG housing or infrastructure project.
4) At least one (1) year of experience navigating tribal and cultural sensitivities, policies, laws, and the unique challenges and requirements of implementing Tribal housing projects in California.

D. Determination of Responsibility

Determination of the Proposer’s responsibility related to this RFP will be made using the following criteria. HCD must find that the selected Proposer:

1) Has staff and/or subcontractors with the necessary experience, organization, technical qualifications, skills, training, licenses/certifications, and facilities;

2) Will be able to comply with the proposed or required delivery of services and performance schedule;

3) Has a satisfactory record of integrity, judgment, and performance to be determined at HCD’s sole discretion; and

4) Is qualified and eligible to receive an award under all applicable laws and regulations and is not on any federal or state debarment or suspension list.

E. Insurance Requirements

The Proposer will not commence performance under this 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 per occurrence. The Proposer will provide written notice to HCD within 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.

4. PROPOSAL MINIMUM REQUIREMENTS

Proposer must provide all required documents and information listed on Attachment 1, Proposal Checklist. The items listed in Part One of the Proposal Checklist are non-scored items, however, they are required for the Administrative Review.

The items listed in Part Two of the Proposal Checklist are required for a proposal to be evaluated and scored. Therefore, proposals that do not include documents and information for each of the items listed in Part Two of the Proposal Checklist will lose the maximum points possible for each item missing.
5. **RFP TIMELINE AND PROPOSAL DOCUMENTS/INFORMATION**

A. **Key Action Dates**

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<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>RFP available to prospective proposers</td>
<td>8/22/2022</td>
<td>N/A</td>
</tr>
<tr>
<td>Written Question Submittal Deadline</td>
<td>9/2/2022</td>
<td>5:00 p.m.</td>
</tr>
<tr>
<td>HCD Response to Questions Deadline</td>
<td>9/9/2022</td>
<td>5:00 p.m.</td>
</tr>
<tr>
<td>Bidder’s Conference (Zoom link provided later)*</td>
<td>9/14/2022</td>
<td>9:00 a.m.</td>
</tr>
<tr>
<td>HCD Response to Bidder’s Conference Questions</td>
<td>9/21/2022</td>
<td>5:00 p.m.</td>
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<tr>
<td>Cutoff to Request Access to Vendor RFP Uploads Portal</td>
<td>10/5/2022</td>
<td>5:00 p.m.</td>
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<tr>
<td>Final Date for Proposal Submission</td>
<td>10/12/2022</td>
<td>5:00 p.m.</td>
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<tr>
<td>Interviews (if needed)</td>
<td>Week of TBD</td>
<td>TBD</td>
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<tr>
<td>Notice of Intent to Award (Anticipated)</td>
<td>10/28/2022</td>
<td>5:00 p.m.</td>
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<tr>
<td>Proposed Award Date</td>
<td>11/11/2022</td>
<td>N/A</td>
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<tr>
<td>Proposed Contract Term</td>
<td>1 year with (2) – optional one-year extensions.</td>
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*Non-Mandatory Virtual Bidder’s Conference. A non-mandatory virtual bidder’s conference will be held on **Wednesday, September 14, 2022 at 9:30 a.m.**, via a Zoom meeting.

Please send an email to servicecontracts@hcd.ca.gov, stating your interest in the bidder’s conference. The contact information gathered will be shared for networking and collaboration opportunities.

One to two days prior to the meeting, HCD will send a link for you to log into the meeting.

To request communication assistance for this meeting, please contact Jenny Geminder, ADA Coordinator, at jenny.geminder@hcd.ca.gov, at least three (3) business days prior to the meeting date.
B. **Proposal Content**

Proposals will adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate HCD’s evaluation:

1) **Cover Letter of Interest** - narrative not to exceed two, single-sided, pages in length; and will include:

   b) Confirmation that all elements of this RFP have been reviewed and understood,

   c) A statement of intent to perform the services as outlined,

   d) Proposer’s willingness to enter into an agreement under the terms and conditions prescribed by this RFP and in Sections 8 and 9 (Standard Agreement and Exhibits A, B, C, D, and E).

   e) Identification of a single person (and their contact information) for possible contact during this RFP review process.

   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.

2) **Proposal Amount and Project Timeline**

   Proposers will provide the total cost to perform the Work described in this RFP.

3) **Past Performance and Record of Successful Completion of Similar Work**

   Proposer must describe historical qualitative and quantitative experience and successes accomplished within the last five years providing work related to the expected outcomes, scope of work and deliverables in this RFP and note any additional information useful in demonstrating successful results on prior work.

4) **Proposer Description, Capacity, Qualifications and Relevant Experience**

   The Proposal will provide a detailed discussion of the Proposer’s experience in working on projects similar in size, scope, and function to this RFP. Proposer should describe their recent and relevant experience in similar capacities. Include detailed summaries describing Proposer’s experience in all of the Minimum qualifications set forth in Section 3 of this
RFP. Proposer will also provide the number of years in business within its specific field and under the current business name and/or license, and evidence of valid and current credentials, licenses, and/or certifications necessary to comply with the Scope Work. The Proposal should demonstrate or certify that the Proposer, its staff, subcontractors, or partner/teaming firms:

a) Possess relevant work experience and proper skills, expertise, and licenses or certificates needed to effectively meet the requirements of the scope of work.

b) Possess the necessary staffing levels, capacity, resources, and facilities to immediately deploy sufficient and qualified personnel and manage multiple projects with short turnaround times.

c) Has a clear understanding of the scope of the work to be performed.

d) Possess the experience in conducting special studies and with assisting with regulatory agency and tribal consultations.

e) Has not engaged in any unethical practices within the past five (5) years.

“Engaged in any unethical practices” means engaged in conduct or actions that fell below the commonly accepted professional responsibility or ethics standards for the proposer’s trade or industry as determined by a relevant regulatory body, regulatory authority, licensing board, or similar industry group, that resulted in any sort of disciplinary finding, action, or penalty taken against the proposer, monetary or otherwise.

f) 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.

g) Has complete responsibility for performance of its staff, subcontractors, or partners and the entire Agreement, including payment of any and all charges resulting from the Agreement.

h) Has a written agreement/teaming agreement with any person, subcontractor, or firm listed in the proposed project staff or team.
i) Has a statement whether the Proposer has, in force, insurance coverage that meets the requirements outlined in Exhibit D of the Sample Standard Agreement, or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages prior to commencement of work.

j) 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.

k) Has experience working with government in successfully implementing tribal, technical assistance, and capacity building engagements.

l) Proposer will also provide a copy of a Certificate of Good Standing from the California Secretary of State confirming that Proposer is in good standing with, and qualified to do business in, the State of California. Additionally, in the event Proposer is a foreign (i.e., non-California formed) entity, then Proposer will also provide a Certificate of Good Standing from the state in which Proposer was formed and is doing business in. All Certificates required herein will have been issued by the applicable Secretary of State no more than thirty (30) calendar days from the date of the Proposal.

5) Required Forms and Documentation

Proposer will submit all required forms and documentation as outlined on Attachment 1, Proposal Checklist.

6) Qualified Staff Resumes and Availability

The Proposer should demonstrate that their staff and any staff of their subcontractors or teaming partners meet the minimum qualifications as set forth in this RFP and to what extent they have the preferred experience that meets the requirements of this RFP.

a) Appropriate Staffing

- Proposer will provide detailed information about the relevant experience, qualifications, licenses or certificates of the Proposer’s assigned personnel considered key to the success of the Project. This includes the Proposer’s own staff and staff from any subcontractors or teaming partners.
• Proposer will demonstrate that its staff (and any subcontractor(s) used) meet the desirable qualifications and have the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Scope of Work.

• Proposer’s demonstration of its staff’s experience and knowledge must include a description of each staff member’s education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past (within the last 5 years) and present projects with dates and responsibilities and any applicable certifications.

• Proposer will provide customer references (name, title, company name, address, email addresses, and telephone number) for the cited projects in the individual staff resumes.

• Proposer will also provide an organization and staffing plan that specifically includes the required number of personnel, roles and responsibilities of each person assigned to the Program, their planned level of effort, their anticipated duration of involvement, and their availability.

• Proposer will demonstrate its ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Agreement.

• Proposer will provide an organizational chart for the Proposer’s staff, subcontractors, and/or teaming partners, with clearly defined levels of authority and oversight. Proposer will highlight key personnel staffing positions and roles that will be held by Proposer’s staff and subcontractors.

b) Key Personnel

• Prior to diverting any of the Key Personnel specified in the Proposal to other projects, the Proposer will notify the HCD Contract Manager in writing, two business weeks in advance, and will submit justification (including proposed substitutions and current resume) in sufficient detail to permit evaluation of the impact on the Work. No diversion will be made by the
Proposer without the written consent of the HCD Contract Manager.

- Proposer will provide a separate resume for each Key Personnel, including any and all proposed subcontractor(s) or teaming partners, who will be assigned to the Work, detailing the specific role of each individual involved in the Work.

- Proposer will list specific full-time staff available upon the date of the proposed agreement execution for each identified task in the Scope of Work. Qualified staff must be maintained during the term of the proposed agreement.

- Proposer will list specific full-time staff of each subcontractor or teaming partner who will be available on the date of the proposed Agreement execution for each identified task in the Scope of Work. Qualified staff must be maintained during the term of the proposed agreement.

7) **Work Plan and Work Schedule**

a) Task 1a: Considering the example project below, and in conjunction with the following subparagraph (8)(a) ("Approach and Methodology," Task 1a), the Proposer will provide a sample work plan and schedule for completing a typical NEPA Environmental Assessment that is compliant with 24 CFR Part 58, CEQA, and any other related regulations. Identify each major task, necessary subtask, deliverables, and/or specific milestones by which progress can be measured and payments made. The Work Plan or Work Schedule should be consistent with the Scope of Work and Delivery of Services as detailed above.

HCD acknowledges that every project is different and that the environmental review process is subject to possible delays or constraints. However, in order for HCD to be able to get an equal comparison of costs please use the following example project for providing your work plan, approach and methodology in 5.G below, and cost proposal in Attachment 3.

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. HCD is serving as the Responsible Entity.

Special Conditions:
- 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).
- The property is an infill property in a primarily residential area with most of the adjacent housing having been built between 1945-1950.
- The project is on a major thoroughfare.
- 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).
- How does the environmental responsibility change if NHTF funding is used in the project?
- How would the project approach change if it were a Tribal project on tribal land?

b) Task 1b: In conjunction with the information and example project provided above in Task 1a, provide a work plan and schedule for assisting in any required tribal and/or historical records research, consultations, and correspondence with appropriate entities and delivering and/or incorporating any findings, documentation, correspondence, and/or other related items into the administrative EA, where applicable. Identify each major task, necessary subtask, deliverables, and/or specific milestones by which progress can be measured and payments made. The Work Plan or Work Schedule should be consistent with the Scope of Work and Delivery of Services as detailed above. Note: This task does not include separate cultural or historical related special studies. That would be considered a special study under Task 1a.

c) Task 1c: In conjunction with the information and example project provided above in Task 1a, provide a work plan and schedule for providing the appropriate draft and final public notices. Identify each major task, necessary subtask, deliverables, and/or specific milestones by which progress can be measured and payments made. The Work Plan or Work Schedule should be consistent with the Scope of Work and Delivery of Services as detailed above.
d) Provide a work plan and/or schedule for other tasks and subtasks, as deemed appropriate. Identify each major task, necessary subtask, deliverables, and/or specific milestones by which progress can be measured and payments made. The Work Plan or Work Schedule should be consistent with the Scope of Work and Delivery of Services as detailed above.

8) **Approach and Methodology**

a) Task 1a: Considering the example project above, and in conjunction with the preceding subparagraph (7)(a) ("Work Plan and Work Schedule," Task 1a), the Proposer will provide their approach, methodology, and decision-making process in providing the required work plan and services and in identifying the tasks necessary to meet the requirements described within this RFP Scope of Work;

b) Task 1b: Considering the example project above, and in conjunction with the preceding subparagraph (7)(b) ("Work Plan and Work Schedule," Task 1b), the Proposer will provide their approach, methodology, and decision-making process in providing the required work plan and services and in identifying the tasks necessary to meet the requirements described within this RFP Scope of Work;

c) Task 1c: Considering the example project above, and in conjunction with the preceding subparagraph (7)(c) ("Work Plan and Work Schedule," Task 1c), the Proposer will provide their approach, methodology, and decision-making process in providing the required work plan and services and in identifying the tasks necessary to meet the requirements described within this RFP Scope of Work;

d) Proposer will provide their approach and methodology for the remaining tasks and subtasks, as deemed appropriate;

e) For all tasks, Proposer will provide their approach and methodology for starting up operations; for minimizing risk, ensuring completion of critical tasks and of exemplary customer service, and implementing a quality assurance process;

f) Proposer will provide their approach for maximizing outreach efforts
to tribal, Section 3, and low- to moderate- income and/or Minority/Women Owned Business Enterprise (MBE/WBE) entities in subcontractor roles;

g) For all tasks, Proposer will provide their approach for managing operations to provide efficiency and effectiveness and optimizing the use of personnel and other resources; and

h) For all tasks, Proposer will describe the proposed mechanisms for delivering services.

2) Customer Satisfaction Rating Forms

Proposers must provide no more than three completed Customer Satisfaction Rating Forms (Attachment 4). Proposers will submit forms to past or current clients, utilizing similar services as this RFP, for ratings and signatures. Proposer must have provided the clients with services that are similar in nature to those listed in this RFP. The Proposer is not required to submit originals of the forms. The rating of the Customer Satisfaction Forms will be done in accordance with the Scoring Criteria described in Section 5(F)(6). To receive a score, all three forms must be returned.

3) Budget and Cost Proposal

a) Proposer must provide all cost information in the Cost Proposal Sheet, (Attachment 3). All cost information should be reflective of the Proposer’s work plan/schedule and approach and methodology. Costs provided for tasks listed in categories 1a, 1b, and 1c of the Cost Proposal Sheet should be inclusive of project initiation, coordination, and management; site visits; scoping sessions with tribal representatives; preparation and submittal of Environmental Review Records (ERR); and other direct and project delivery costs, where applicable. All labor categories and other direct costs included in a Proposal are subject to written approval by the State.

b) The awarded Proposer from this RFP will be paid the actual billable unit prices proposed for all services. Only actual and completed work will be invoiced. All invoices must be accompanied by detailed project and task level cost documentation to support expenditures. These include but are not limited to signed timesheets and a signed memo detailing deliverables, and their associated percentage of
completion accomplished during the Task Order period of performance.

c) If subcontractors will be used, then a separate staffing billing list must be provided, with estimates of hourly charges based on work plan tasks.

C. **Evaluation and Selection**

1) **HCD Evaluation Team**

   The evaluation team, designated by HCD, will evaluate and determine the Proposal most advantageous to the State taking into consideration cost and other evaluation factors set forth in this RFP.

2) **Administrative and Mandatory Screening**

   All Proposals will be reviewed for compliance with administrative and mandatory requirements as specified in this RFP. Proposals found not in compliance will be rejected from further consideration.

3) **Clarification of Proposals**

   The State reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities found in any Proposal.

4) **Oral Presentations/Discussions May be Required**

   a) HCD, at its sole discretion, may require all responsive Proposers to provide an oral presentation of how they propose to meet the objectives of this RFP.

   b) HCD reserves the right to enter into an Agreement without further discussion of the Proposal submitted based on the initial Proposal.

D. **Proposal Submission Requirements**

1) Proposals shall 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.

2) The Proposal must be submitted electronically. Proposers will be required to request access to the Vendor RFP Uploads Portal by the time identified
in Section C – Proposal Requirements and Information: 1) Key Action Dates prior to submitting a Proposal.

3) Access to the Vendor RFP Uploads Portal must be requested by sending an email to ServiceContracts@hcd.ca.gov identifying the name(s) and email(s) of staff requiring access to the Vendor RFP Uploads Portal.

4) All Proposals must be submitted electronically to HCD by the date and time shown in Section C – Proposal Requirements and Information: 1) Key Action Dates. Proposals received after the final submission date and time will not be considered.

5) HCD requests that Proposer include a table of contents and some type of divider system to clearly separate out the different parts of the Proposal. It is the responsibility of the Proposer to use a clear naming convention for all documents.

6) Submit one complete Proposal labeled, “Master Copy”. Proposal must include the cover letter, attachments, and all other required documentation.

7) If Proposal contains confidential or proprietary information, submit one complete Proposal labeled, “Reproduction Copy”. No proprietary information should be included. The Proposal includes the cover letter, attachments, and all other required documentation. All pages containing proprietary information should be removed and a cover sheet must be included which provides the total number of pages and identification of all pages removed due to proprietary/confidential information. Please note, although the Department will exercise its right to withhold certain information under the Public Records Act, by submitting materials to the Department, Proposer is consenting to disclosure of any such materials (even if Proposer considers them confidential) as determined in the discretion of the Department.

8) 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 firm. An unsigned proposal may be rejected.

9) If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.

10) All proposals are required to include the documents identified as required on the Attachment 1: Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. **A non-responsive proposal is one that does not meet the basic proposal requirements. Proposals deemed non-responsive may be rejected.**
11) 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 shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.

12) 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.

13) A Proposer may withdraw its proposal by submitting a written withdrawal request to ServiceContracts@hcd.ca.gov, signed by the Proposer or an agent authorized. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.

14) 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. HCD reserves the right to reject all proposals.

15) Proposers are cautioned to not rely on the Department 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.

16) More than one (1) proposal from an individual, firm, 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. If there is reason for believing that collusion exists among the Proposers, none of the participants of such collusion will be considered in this or future procurements.

17) HCD does not accept alternate agreement language from a prospective contractor. A proposal with such language shall be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC) are not negotiable.

18) Proposers must carefully examine the requirements of this RFP. No additions or increases to the agreement amount will be made due to lack of careful examination and specifications and requirements.
19) No Proposer-initiated contact will be allowed between Proposers and members of the Evaluation Panel, or HCD staff, after issuance of this solicitation document, with the exception of the contact person named.

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

E. **Scoring Process**

1) Only proposals received in sealed envelopes before the deadline noted in the Key Action Dates will be opened and scored.

2) At the time of proposal opening, each proposal will be checked for the presence or absence of the required forms and documentation listed in the Proposal Checklist (Attachment 1). Irregularities with Administrative Review documents may be waived. All waived items may be required before an award is made.

3) In addition, each proposal will be checked for conformance with the submission requirements listed in Part One of the Proposal Checklist (Attachment 1). Proposals that include all required documents and information in the Proposal Checklist Part One will be provided to the Evaluation Team for review and scoring.

4) The HCD Evaluation Team will be responsible for the review and evaluation of all Proposals. HCD may engage additional Subject Matter Experts (SMEs) during the process to assist the Evaluation Team in gaining a better understanding of financial, legal, contractual, or other issues. These individuals will not have voting privileges or responsibility for the evaluation process.

5) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer will be rejected. Interviews and Oral Presentations (If Necessary)

a) If oral presentations 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 50 points.

b) The cost score will be based solely on the original cost Proposal received.
HCD will use a ‘highest points’ methodology to determine which proposal is awarded. Proposals will be evaluated using a point system based on responsiveness to this RFP as follows:

<table>
<thead>
<tr>
<th>Scoring Criteria Category</th>
<th>Max. Points Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Administrative Requirements</td>
<td>(Pass/Fail)</td>
</tr>
<tr>
<td>2) Minimum Qualifications</td>
<td>(Pass/Fail)</td>
</tr>
<tr>
<td>3) Past Performance, Record of Successful Completion of Similar Work</td>
<td>100</td>
</tr>
<tr>
<td>4) Work Plan and Work Schedule/Approach and Methodology</td>
<td>100</td>
</tr>
<tr>
<td>5) Customer Satisfaction Ratings</td>
<td>50</td>
</tr>
<tr>
<td>6) Cost Offer</td>
<td>130</td>
</tr>
<tr>
<td><strong>TOTAL POSSIBLE POINTS – NO INTERVIEWS</strong></td>
<td>380</td>
</tr>
<tr>
<td>7) Interviews (if required)</td>
<td>50</td>
</tr>
<tr>
<td><strong>TOTAL POSSIBLE POINTS – WITH INTERVIEWS</strong></td>
<td>430</td>
</tr>
</tbody>
</table>

F. **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 only repeat back the RFP requirements. Responses will demonstrate a well thought out approach to meeting the requirements of this RFP.

1) **Administrative Requirements – Responsive/Responsible Proposal (Pass/Fail)**

Administrative requirements address the structure, content and minimum qualifications of the Proposal. Items contained in Part One of the Proposal Checklist will be identified as Pass/Fail.

2) **Minimum Qualifications: Determination of Responsive/Responsible Proposer (Pass/Fail)**

Determination of Responsive/Responsible Proposer addresses Proposer's qualifications pursuant to Section 3(D) of this RFP ("Minimum Qualifications of Proposers – Determination of Responsibility").
3) **Past Performance, Record of Successful Completion of Similar Work**  
(Max. 100 points)

<table>
<thead>
<tr>
<th>Past Performance, Record of Successful Completion of Similar Work</th>
<th>Point Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>0 Points No Value</td>
</tr>
<tr>
<td>Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD’s needs/requirements or expectations.</td>
<td>25 Points Poor</td>
</tr>
<tr>
<td>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.</td>
<td>50 Points Fair</td>
</tr>
<tr>
<td>Proposal response (i.e., content and/or explanation offered) fully meets HCD’s needs/requirements or expectations with no omissions, flaws or defects.</td>
<td>75 Points Good</td>
</tr>
<tr>
<td>Proposal response (i.e., content and/or explanation offered) exceeds HCD’s needs/requirements or expectations. Proposer offers one or more methods or approaches that will enable performance to exceed HCD’s expectations.</td>
<td>100 Points Excellent</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Work Plan and Work Schedule/Approach and Methodology</th>
<th>Point Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>0 Points No Value</td>
</tr>
<tr>
<td>Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD’s needs/requirements or expectations.</td>
<td>25 Points Poor</td>
</tr>
</tbody>
</table>
5) Customer Satisfaction Ratings (Max. 50 points)

The Proposer must submit three company references using the Customer Satisfaction Ratings form (Attachment 4). All three references submitted must be for engagements similar in scope to the RFP Scope of Work and substantiate the Minimum Qualifications, Section 3.

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. HCD will not assign points for references that cannot be validated. Contractors who submit more than three references will not receive additional points. Only the first three references included in the response will be compared. 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 fifty points (average of all three references) are available for this comparison element. If the Proposer does not provide three completed customer satisfaction rating forms, the Proposer will lose all 50 possible points allowed on the scoring criteria.

Example: In the sample scenario provided below, Proposer A submits three references and each one totals the maximum 50 points under the Customer Satisfaction Rating. The three 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 references = 150 subtotal; 150 divided by 3 = 50.
This same process is applied to Proposers B and C.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating Form Point Values</td>
<td>Subtotal (Sum Col B)</td>
<td>Adjusted Points (Col C ÷ 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>150</td>
<td>50</td>
</tr>
<tr>
<td>B</td>
<td>48</td>
<td>46</td>
<td>50</td>
<td>144</td>
<td>48</td>
</tr>
<tr>
<td>C</td>
<td>50</td>
<td>50</td>
<td>47</td>
<td>147</td>
<td>49</td>
</tr>
</tbody>
</table>

6) **Cost Offer - Maximum 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 cost points based on the following calculation:

\[
\text{Proposer's cost points} = \left( \frac{\text{Lowest cost Proposal}}{\text{Proposer's cost Proposal}} \right) \times \text{maximum cost points}
\]

Example: Lowest cost Proposal = $75,000
Proposer’s cost Proposal = $100,000
Max. cost points = 150 points

Proposer’s cost points = \( \frac{75,000}{100,000} \times 150 = 112.5 \) points

7) **Interviews (if needed) (Max. 50 points)**

If oral presentations are required, the information received in the oral presentation will be added to the total points possible. The amount of interview points will be determined at a later date.

G. **Award and Protest**

1) Notice of the proposed award will be posted in a public place in the Department of Housing and Community Development, 2020 West El Camino Avenue, Sacramento, CA 95833, for five working days prior to awarding the agreement.

2) If any Proposer, prior to the award of the agreement, files a protest with HCD and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, the agreement will not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. HCD suggests that Proposers submit any protest by certified or registered mail.
3) Within five days after filing the initial protest, the protesting Proposer will file with the Department of General Services, Office of Legal Services and HCD a detailed statement specifying the grounds for the protest.

H. **Disposition of Proposals**

1) Upon proposal opening, 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 Section 6250 et seq.) and subject to review by the public.

2) Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by HCD.

I. **Agreement Execution and Performance**

1) Performance of the Agreement will start no later than the express date set by HCD and the Proposer, after all approvals have been obtained and the Agreement is fully executed. Should the Proposer fail to commence work at the agreed upon time, HCD, upon five days written notice to the Proposer, reserves the right to terminate the Agreement. In addition, the Proposer will be liable to HCD for the difference between Proposer's proposal price and the actual cost of performing the Work by another contractor.

2) All performance under the Agreement, final report with all reviews and approvals, will be completed on or before the termination date of the Agreement.

3) No payment will be made unless a completed STD 204 has been received and accepted by HCD. This form can be found on the Internet at: [https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf)

6. **CONTRACTING OPPORTUNITY OPEN TO ALL**

A. **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 and document 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
solicitation.

B. **Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)**

The Subrecipient and the Subrecipient’s Contractors and Developers may be required to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

1) Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

2) Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $200,000 as required at 24 CFR 75.27.

Per 24 CFR Part 75.3(2)(d), Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

**Section 3 Clause for Inclusion in Contracts**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, will, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice will describe the Section 3 preference, will set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s)
taking applications for each of the positions; and the anticipated date the work will begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 75.

Noncompliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

1) The Contractor agrees to submit, and will require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

2) Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.
7. **REQUIRED ATTACHMENTS 1 – 11 TO FOLLOW THIS PAGE**

*PAGE INTENTIONALLY LEFT BLANK*
ATTACHMENT 1 - PROPOSAL CHECKLIST

A responsive/responsible proposal or proposal package will consist of submitting all required documentation under Section 3 and in accordance with the Scope of Work for scoring purposes. In addition, completed and executed forms in this Proposal Checklist must be included in the proposal.

To complete this Checklist, place a check mark or “X” next to each item included in your proposal submission to HCD. For your proposal to be responsive, all required forms and information must be included.

### Part One: Required Forms and Documentation (Non-Scored):

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>Completed Proposal Checklist (Use Attachment 1)</td>
</tr>
<tr>
<td>_____</td>
<td>Cover Letter of Interest</td>
</tr>
<tr>
<td>_____</td>
<td>Meets Minimum Qualifications (Including Corporate Background, Financial Conditions, Experience Statements provided)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Proposal/Proposer Certification Form (Use Attachment 2)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Darfur Contracting Act Form (Use Attachment 5)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Payee Data Record (STD 204) Form (See Attachment 6)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Payee Data Record (STD 205) Form (See Attachment 6.1)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Contractor’s Certification Clauses (CCC 04/2017) Form (Use Attachment 7)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed California Civil Rights Laws Certification <em>(Proposals over $100,000 only)</em> Form (Use Attachment 8)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Bidder Declaration Form (Use Attachment 9)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Iran Contracting Act Verification Form (Use Attachment 10)</td>
</tr>
<tr>
<td>N/A</td>
<td>Executed Economic Sanctions Against Russia (ADM 127) Form <em>(Proposals over $5,000,000 only)</em> (Use Attachment 11)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Byrd Anti-Lobbying Certification <em>(Proposals over $100,000 only)</em> (Use Attachment 12)</td>
</tr>
<tr>
<td>_____</td>
<td>Executed Certification of Federal Good Standing (Use Attachment 13)</td>
</tr>
<tr>
<td>_____</td>
<td>Verification of Federal Debarment Status for Prime and all Subcontractors: <a href="https://www.sam.gov/portal/SAM">https://www.sam.gov/portal/SAM</a></td>
</tr>
<tr>
<td>_____</td>
<td>Verification of Business License/Secretary of State Certificate</td>
</tr>
</tbody>
</table>
Part Two: Required Forms and Documentation (Scored):

- Past Performance and Record of Success (Valid Current Licenses/Certificates)
- Minimum Qualifications
- Key Personnel/Staff Resumes
- Work Plan and Work Schedules
- Approach and Methodology
- Cost Proposal Sheet (Use Attachment 3)
- Customer Satisfaction Rating Forms (total of three) (Use Attachment 4)
ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET – FEDERAL PROCUREMENT

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

A. Place all required attachments behind this certification sheet.

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

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Name</td>
<td>2. Telephone Number</td>
<td>2a. Fax Number</td>
</tr>
<tr>
<td></td>
<td>(   )</td>
<td>(   )</td>
</tr>
</tbody>
</table>

3. Address

Indicate your organization type:

4. □ Sole Proprietorship
5. □ Partnership
6. □ Corporation

Indicate the applicable employee and/or corporation number:

7. Federal Employee ID No. (FEIN)
8. California Corporation No.

9. Indicate applicable license and/or certification information:

10. Proposer's Name (Print)
11. Title

12. Signature
13. Date

14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:
   a. California Small Business Yes □ No □
   If yes, enter certification number:
   b. Disabled Veteran Business Enterprise Yes □ No □
   If yes, enter your service code below:

   NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.

Date application was submitted to OSDS, if an application is pending:
Completion Instructions for Proposal/Proposer Certification Sheet
Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

<table>
<thead>
<tr>
<th>Item Numbers</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2, 2a, 3</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>4</td>
<td>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.</td>
</tr>
<tr>
<td>5</td>
<td>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 will 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.</td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
</tr>
<tr>
<td>7</td>
<td>Enter your federal employee tax identification number.</td>
</tr>
<tr>
<td>8</td>
<td>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.</td>
</tr>
<tr>
<td>9</td>
<td>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.</td>
</tr>
<tr>
<td>10,11</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>12, 13,</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 3

COST PROPOSAL SHEET

As specified below, you must fill in the hourly labor rates for each of the employee classifications defined below. Hourly rates for a classification do not have to be the same across tasks. Please ensure that all boxes for “rate/hour” and “cost” are filled in, and do not leave any blanks. If a rate/hour is left blank, the average will be taken of the task above and below it. In the event Classification 1 is left blank, the average increment between the other rates will be added to Classification 2 to get the rate for Classification 1. The same applies for Classification 5, but the average increment will be subtracted from Classification 4.

Do not add to, edit or amend the employee classifications or levels. They have been standardized for purposes of this RFP. Further, do not alter or change the estimated hours on this cost sheet, they are set amounts 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. If you depart from the established classifications, titles, or estimated hours, your proposal may be rejected as non-responsive.

Contractor will also provide proposed rates for Year 2 and 3.

CONTRACTOR COST SHEET CLASSIFICATIONS

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 Project Manager (main Point of Contact for this Agreement); technical assistance provider; or 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 Project Manager (main Point of Contact for this Agreement); technical assistance provider; or 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 technical assistance provider or 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.*

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.*

### YEAR 1

<table>
<thead>
<tr>
<th>TASK 1a – Per EA (up to six EAs, includes 2 special studies per EA)</th>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
</thead>
<tbody>
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<td>$</td>
<td>30</td>
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<td>$</td>
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<tr>
<td>Classification 2</td>
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<td>65</td>
<td>=</td>
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<tr>
<td>Classification 3</td>
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<td>35</td>
<td>=</td>
<td>$</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
<td>10</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
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<td>10</td>
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<td>$</td>
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<tr>
<td><strong>TOTAL COST FOR TASK 1a</strong></td>
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<td></td>
<td></td>
<td>$ x 6 =</td>
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<table>
<thead>
<tr>
<th>TASK 1b – SHPO/Tribal Consultation (per EA)</th>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>Classification 2</td>
<td>Mid-Senior</td>
<td>$</td>
<td>15</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>Classification 3</td>
<td>Junior-Mid</td>
<td>$</td>
<td>5</td>
<td>=</td>
<td>$</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
<td>5</td>
<td>=</td>
<td>$</td>
</tr>
<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
<td>5</td>
<td>=</td>
<td>$</td>
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<tr>
<td><strong>TOTAL COST FOR TASK 1b</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ x 6 =</td>
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<table>
<thead>
<tr>
<th>TASK 1c – Noticing</th>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
<td>$</td>
<td>5</td>
<td>=</td>
<td>$</td>
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<tr>
<td>Classification 2</td>
<td>Mid-Senior</td>
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<td>8</td>
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<td>16</td>
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<td>Classification 4</td>
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<td>$</td>
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<tr>
<td>Classification 5</td>
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<td>16</td>
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### TASK 1d – Review up to five EAs

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<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>Classification 1</td>
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<td>8</td>
<td>$</td>
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<tr>
<td>Classification 2</td>
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<td>$</td>
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<tr>
<td>Classification 3</td>
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<td>24</td>
<td>$</td>
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<td>Classification 4</td>
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<td>$</td>
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<td>Classification 5</td>
<td>Support/Administrative</td>
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TOTAL COST FOR TASK 1d: $ X 5 = $

### TASK 1e – Assist with questions and public comments (assumes up to 60 hours)

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<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
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<td>15</td>
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<tr>
<td>Classification 2</td>
<td>Mid-Senior</td>
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<td>30</td>
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<td>Classification 3</td>
<td>Junior-Mid</td>
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<td>$</td>
</tr>
<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
<td>5</td>
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</tbody>
</table>

TOTAL COST FOR TASK 1e: $

### TASK 1f – Assist in prep, review, edit of materials (assumes 80 hours)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
<td>$</td>
<td>10</td>
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<tr>
<td>Classification 2</td>
<td>Mid-Senior</td>
<td>$</td>
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<td>$</td>
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<td>Classification 3</td>
<td>Junior-Mid</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
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<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
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TOTAL COST FOR TASK 1f: $

### TASK 2a – System evaluation, report

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<th>LEVEL</th>
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<th>HOURS*</th>
<th>COST</th>
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<tbody>
<tr>
<td>Classification 1</td>
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<td>40</td>
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<td>Classification 2</td>
<td>Mid-Senior</td>
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<td>100</td>
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<td>Classification 3</td>
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<td>50</td>
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<td>30</td>
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<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
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<td>20</td>
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TOTAL COST FOR TASK 2a: $

### TASK 2b – Internal training (up to 3 workshops)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
<td>$</td>
<td>40</td>
<td>$</td>
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<tr>
<td>Classification 2</td>
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<td>Classification 4</td>
<td>Entry/Developmental</td>
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<td>$</td>
</tr>
<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
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<td>$</td>
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</table>

TOTAL COST FOR TASK 2b: $
## TOTAL COST FOR TASK 2b

$ 

### TASK 2c – External training (up to 3 workshops)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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</thead>
<tbody>
<tr>
<td>Classification 1</td>
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<td>$</td>
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</tr>
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<td>Classification 2</td>
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<td>75</td>
<td>=</td>
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<tr>
<td>Classification 3</td>
<td>Junior-Mid</td>
<td>$</td>
<td>25</td>
<td>=</td>
</tr>
<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
<td>10</td>
<td>=</td>
</tr>
<tr>
<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
<td>10</td>
<td>=</td>
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<tr>
<td><strong>TOTAL COST FOR TASK 2c</strong></td>
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### TOTAL COST FOR YEAR 1

$ 

## OPTIONAL YEAR 2

### TASK 1a – Per EA (up to six EAs, includes 2 special studies per EA)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
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<tbody>
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### TASK 1b – SHPO/Tribal Consultation (per EA)

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<th>HOURS*</th>
<th>COST</th>
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### TASK 1c – Noticing

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### TASK 1d – Review up to five EAs

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**TOTAL COST FOR TASK 1d**

\[
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### TASK 1e – Assist with questions and public comments (assumes up to 60 hours)

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<th>HOURS*</th>
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<tbody>
<tr>
<td>Classification 1</td>
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<tr>
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<td>$</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
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<td>$</td>
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<td>Classification 5</td>
<td>Support/Administrative</td>
<td>$</td>
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**TOTAL COST FOR TASK 1e**

\[
\text{Cost} = \text{Cost per Hour} \times \text{Hours} = \]

### TASK 1f – Assist in prep, review, edit of materials (assumes 80 hours)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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<tbody>
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<td>Classification 3</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
<td>$</td>
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<td>$</td>
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<td>Classification 5</td>
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</table>

**TOTAL COST FOR TASK 1f**

\[
\text{Cost} = \text{Cost per Hour} \times \text{Hours} = \]

### TASK 2a – System evaluation, report

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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<tbody>
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<td>Classification 1</td>
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</table>

**TOTAL COST FOR TASK 2a**

\[
\text{Cost} = \text{Cost per Hour} \times \text{Hours} = \]

### TASK 2b – Internal training (up to 3 workshops)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification 1</td>
<td>Senior-Principal</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Classification 2</td>
<td>Mid-Senior</td>
<td>$</td>
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<td>Classification 3</td>
<td>Junior-Mid</td>
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<tr>
<td>Classification 4</td>
<td>Entry/Developmental</td>
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**TOTAL COST FOR TASK 2b**

\[
\text{Cost} = \text{Cost per Hour} \times \text{Hours} = \]
### TASK 2c – External training (up to 3 workshops)

<table>
<thead>
<tr>
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<td>$1000</td>
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**TOTAL COST FOR TASK 2c** $8950

### TOTAL COST FOR OPTION YEAR 2 $8950

### OPTIONAL YEAR 3

### TASK 1a – Per EA (up to six EAs, includes 2 special studies per EA)

<table>
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<tr>
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<th>HOURS*</th>
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**TOTAL COST FOR TASK 1a** $8950

$x 6 = $53700

### TASK 1b – SHPO/Tribal Consultation (per EA)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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**TOTAL COST FOR TASK 1b** $250

$x 6 = $1500

### TASK 1c – Noticing

<table>
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<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
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### TOTAL COST FOR TASK 1c


### TASK 1d – Review up to five EAs

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**TOTAL COST FOR TASK 1d**  

\[ \text{\$} \times 5 = \text{\$} \]

### TASK 1e – Assist with questions and public comments (assumes up to 60 hours)

<table>
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**TOTAL COST FOR TASK 1e**  

\[ \text{\$} \]

### TASK 1f – Assist in prep, review, edit of materials (assumes 80 hours)

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**TOTAL COST FOR TASK 1f**  

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### TASK 2a – System evaluation, report

<table>
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<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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**TOTAL COST FOR TASK 2a**  

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### TASK 2b – Internal training (up to 3 workshops)

<table>
<thead>
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<th>LEVEL</th>
<th>RATE/HOUR</th>
<th>HOURS*</th>
<th>COST</th>
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<td>$</td>
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<td>Classification 3</td>
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<tr>
<td>Classification</td>
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<td>Rate/Hour</td>
<td>Hours*</td>
<td>Cost</td>
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<td>----------------</td>
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<td>-----------</td>
<td>--------</td>
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**TASK 2c – External training (up to 3 workshops)**

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<th>HOURS*</th>
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<td>Classification 5</td>
<td>Support/Administrative</td>
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**TOTAL COST FOR OPTION YEAR 3** $3,125

Other Direct Costs below are incorporated into the overall contract value and will not be a part of the cost proposal. These are lump sum amounts to cover any cost for travel and publishing notices throughout the term of the agreement. **

<table>
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<th>Other Direct Costs</th>
<th>COST</th>
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<tr>
<td>Travel</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Publishing Notices</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**NOTES:**

*The suggested quantities are 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.

**HCD will reimburse the Contractor for travel expenses not to exceed rates specified by the California Department of Human Resources (CalHR). Contractor must get prior approval, from HCD, before initiating any travel expenses.
ATTACHMENT 4

Customer Satisfaction Rating Form (Use this form for reference submittal) (Rev. 10/17)

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 Customer Satisfaction Rating form (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 5

DARFUR CONTRACTING ACT CERTIFICATION (Rev. 12/19)

This form can be found on the Internet at:

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
ATTACHMENT 6

PAYEE DATA RECORD (STD 204) (Rev. 03/21)

This form can be found on the Internet at:

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

No payment will be made unless a completed STD 204 has been returned to HCD.
ATTACHMENT 6.1

PAYEE DATA RECORD SUPPLEMENT (STD 205) (New 03/21)

This form can be found on the Internet at:


No payment will be made unless a completed STD 205 has been returned to HCD.
ATTACHMENT 7

CONTRACTOR’S CERTIFICATION CLAUSES

This form can be found on the Internet at:

ATTACHMENT 8

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

(Proposals over $100,000 only)

This form can be found on the Internet at:

ATTACHMENT 9

BIDDER DECLARATION

If the Proposer intends to subcontract for portions of the work, the Bidder Declaration (GSPD-05-105) must be completed and returned with the proposal.

This form can be found on the Internet at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
ATTACHMENT 10

IRAN CONTRACTING ACT VERIFICATION (DGS PD 3)

This form can be found on the Internet at:

https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf
ATTACHMENT 11

EXECUTIVE ORDER N-6-22 ECONOMIC SANCTIONS AGAINST RUSSIA (ADM 127)

EXECUTIVE ORDER N-6-22
HCD ADM 127 (REV 4/22)

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.

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID Number</td>
<td></td>
</tr>
<tr>
<td>Contract/Purchase Order Number</td>
<td></td>
</tr>
<tr>
<td>By (Authorized Signature)</td>
<td>Date</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 12

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 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 13

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 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
# STATE SAMPLE STANDARD AGREEMENT (STD 213)

**STANDARD AGREEMENT (STD 213) (Rev. 04/2020)**

**SCO ID:**

<table>
<thead>
<tr>
<th>AGREEMENT NUMBER</th>
<th>PURCHASING AUTHORITY NUMBER (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2240</td>
</tr>
</tbody>
</table>

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

**CONTRACTING AGENCY NAME**
Department of Housing and Community Development

**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.

<table>
<thead>
<tr>
<th>Exhibits</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td></td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td></td>
</tr>
<tr>
<td>Exhibit C</td>
<td>General Terms and Conditions - GTC 04/17</td>
<td>5</td>
</tr>
<tr>
<td>+</td>
<td>*</td>
<td></td>
</tr>
</tbody>
</table>

* 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.ca.gov/CLAResource](https://www.ca.gov/CLAResource).

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

**CONTRACTOR NAME:(other than an individual, state whether 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**
Department of Housing and Community Development

**CONTRACTING AGENCY ADDRESS**
2020 West El Camino Avenue, Suite 120
Sacramento, CA 95813

**PRINTED NAME OF PERSON SIGNING**
Sydney Rhinehart

**TITLE**
Contracts Office Manager

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**

**DATE SIGNED**

**CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL**

**EXEMPTION (IF APPLICABLE)**
9. **EXHIBITS**

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor Name ("Contractor") agrees to provide to the Department of Housing and Community Development ("HCD"), type of service ("Work") as described herein.

2. The Work will be provided at, location.

3. Work will be provided during time frame i.e., 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.

4. The Representatives during the term of this Agreement will be:

<table>
<thead>
<tr>
<th>Department of Housing and Community Development</th>
<th>Insert Contractor name here</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit:</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Contract Manager:</td>
<td>Project Manager:</td>
</tr>
<tr>
<td>Address: 2020 West El Camino Avenue, Suite</td>
<td>Address: Suite</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td></td>
</tr>
<tr>
<td>Bus. Phone No.: (916)</td>
<td>Bus. Phone No.:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

5. **Scope of work**

Scope of work will be inserted here.

6. **Effective Date and Term**

To be inserted
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Agreement Amount**
   
The total amount of this Agreement shall not exceed $TBD.

2. **Budget Detail**
   
   Cost proposal table to be inserted upon award.

   *This is an all-inclusive Agreement. HCD will not reimburse for any travel or other direct costs.

3. **Invoicing and Payment**
   
   A. Contractor shall invoice on a deliverables/task/hourly basis, with the total of all invoices not to exceed the amounts shown in Section 2, Budget Detail of this Exhibit.

   B. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.

   C. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.

   D. 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
   2020 W. El Camino Avenue, Suite 300
   Sacramento, California 95833
   (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 agreement, 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 Agreement, 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 Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.
EXHIBIT C

GENERAL TERMS AND CONDITIONS

The State of California General Terms and Conditions (GTC - 04/2017) will be included in the Agreement by reference to the Internet site using this link:

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS

NON-IT SERVICES

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the General Terms and Conditions (GTC - 04/2017).

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.

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
EXHIBIT D

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.
EXHIBIT D

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 111, 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.3. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any
EXHIBIT D

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.
EXHIBIT D

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-04/2017) 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.
EXHIBIT D

The certificate holder should be:

California Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA  95833

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.
EXHIBIT D

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.
EXHIBIT D

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.
EXHIBIT D

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.
EXHIBIT D

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 - 04/2017).

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.
EXHIBIT E

CONTRACTS USING FEDERAL FUNDS

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)

   A. **Verification of Contractor’s Principals and Affiliates**

      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. **Compliance with Federal Regulations**

      Contractor must comply with 2 Code of Federal Regulations part 180, subpart C and 2 Code of Federal Regulations part 3000, subpart C throughout the period of this Agreement.
EXHIBIT E

C. Verification of Subcontractors

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)

Contractors who apply or bid for an award of $100,000 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.