

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office**

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**REQUEST FOR PROPOSAL-Secondary
Notice to Prospective Proposers**

July 17, 2019

You are invited to review and respond to this Request for Proposal ("RFP"), entitled
RFP 19-CDBGMIT17-001, 2017 CDBG-DR Mitigation Action Plan

In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC - 04/2017) and Contractor Certification Clauses (CCC - 04/2017), which may be viewed and downloaded at the following:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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) 263-6916

Fax (916) 263-6917

E-Mail Wendy.barnes@hcd.ca.gov

All questions will be answered via the Cal eProcure website, as soon as possible.

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

Wendy Barnes,

HCD Contracts Analyst

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1. PURPOSE AND DESCRIPTION OF SERVICES

A. Purpose and Background

Purpose

The State of California through the Department of Housing and Community Development-Disaster Recovery Section (HCD-DRS) is soliciting Proposals for immediate assistance with the State's Action Plan for 2017 federal Community Development Block Grant Mitigation (CDBG-MIT) funding, which was appropriated by Congress to assist California in the mitigation of future disasters in the jurisdictions impacted by the 2017 Wildfires, Mudslides and Debris Flows (DR-4344 and DR-4353).

This Request for Proposal (RFP) is to solicit Proposals from interested entities that wish to provide all services and deliverables required to develop, submit to, and receive final approval by HUD, an actionable, effective, and compliant Action Plan. The Action Plan must comply with all state and federal statutes, regulations, policies, and best practices.

Background

2017 Wildfires, Debris Flows, and Mudslides

On March 15, 2019, HUD approved the state's initial Action Plan for the implementation of \$88 million in CDBG-MIT funds for mitigation of future disasters within the jurisdictions impacted by the 2017 wildfire, debris flow, and mudslide events that took place in November and December of 2017. The state anticipates action plan amendments in the future, either as the State of California is awarded additional funds or as programs are amended to meet the ongoing unmet needs faced by the state.

For reference, the Unmet Recovery Need Action Plan, which can be found at <http://hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr.shtml> describes the damage caused by the Wildfires, Debris Flows and Mudslides to the counties throughout the state.

Contract Amount: NTE \$400,000.00

Contract Term: Upon DGS Approval through two years. At the State's option, this contract may be amended to add an additional year at the same rates, to continue the services outlined in the scope of work.

B. Scope of Work

The winning proposer will deliver the scope of services outlined below in support of the State of California's efforts to recover from and mitigate recent wildfires and mudslides in norther and southern California.

1) Task 1: Mitigation Action Plan and Certifications

- a) Provide the following within seven business days of the publishing of the Federal Register Notices (FRN) for Mitigation:
 - Summary of the Federal Register Notices (and other HUD-issued guidance).

- Prepare Disaster Recovery Mitigation Action Plan development work plan with budget and timeline for HCD approval.
- b) Deliverables upon HCD approval of work plan and budget - Prepare Mitigation Action Plan and Certifications consistent with activities and deliverables outlined in Tasks listed below.
- 2) Task 2: Pre-Award Regulatory Support
- a) Waiver Research and Development
- Work with HCD to determine the current or potential need for waivers to regulatory requirements as an initial step following the publication of the Federal Register Notice (and other HUD-issued guidance) for the mitigation grant from HUD. This effort will entail an assessment of the statutory requirements outlined in the Notice and determinations relative to possible challenges with HCD's ability to comply with said requirements due to the nature of the disasters, the location of impacts, the populations impacted, and the programs needed for an effective recovery, among other factors.
 - Draft language for waiver requests based upon the aforementioned assessment, partnering with HCD personnel to ensure there is a clear understanding of the impacts of the waiver request and approval/denial.
- 3) Task 3: Community Development Block Grant-Mitigation (CDBG-MIT) Action Plan and Certifications
- a) Action Plan Summary, Certifications Outline, and Work Plan
- Provide a complete summary of federal requirements for the CDBG-MIT funding following publication of the applicable Federal Register Notices (and other HUD-issued guidance). The summary will include organizational and financial certifications required by the Notice, if any.
 - Develop and submit a work plan based on the HUD requirements released in the Federal Register Notice (and other HUD-issued guidance) and the needs of the State of California. The work plan will include a timeline and milestones related to completing all sections of the Action Plan, including eligible activities, method(s) of distribution, program development, and cross cutting requirements.
 - Standard time estimated for completion of an Action Plan is 120 days and Certifications of Proficient Controls is 60 days from the effective date of the FRN's. Timing for these will be adjusted per the process outlined in the Notices following publication.
- b) Community and Stakeholder Outreach
- Drive and support HCD's public engagement efforts related to the Action Plan and any Action Plan Amendments for disaster impacted areas. This will include meeting scheduling, public outreach, logistical

support, translation services in Spanish and American Sign Language (ASL), development of presentations and handouts in English and Spanish, and documenting comments and questions from meeting attendees.

c) Certifications of Proficient Controls

- Support HCD with completing and/or updating the Certifications of Proficient Controls for submission to HUD.
- Certifications of Proficient Controls include the following: organizational structure, demonstration of adequate financial controls, internal and external audit functions, federal procurement policies, prevention of duplication of benefits policies, procedures for timely expenditure of funds, procedures to maintain a comprehensive website related to disaster recovery programs, and procedures to detect and prevent fraud, waste and abuse.
- Coordination with HCD staff to compile all policies and procedures related to the certifications, and, if necessary, draft policies needed for submission to HUD.

d) Implementation Plan and Capacity Assessment

- HCD will be required to demonstrate that it has sufficient capacity to manage the appropriated CDBG-DR funds and the associated risks.
- Work with HCD to prepare a package of information that demonstrates its ability to provide timely information to program applicants on the status of their applications; that HCD has assessed its capacity and has a plan to address any identified capacity gaps; that HCD has assessed its staffing and has a plan to address any identified staffing gaps; that there is a plan to effectively coordinate internally and across agencies; that HCD has a plan to provide technical assistance to its current staff and those employed following the submittal of the plan; and that there is a clear delineation of roles and responsibilities with respect to management and administration of the CDBG-DR funds.

e) Mitigation Needs Assessment

- HCD expects that HUD will require all grantees submitting an Action Plan to assess the mitigation needs for housing, economic development, infrastructure, vulnerable populations, and resilience in the impacted areas. A methodology is likely to be defined in the Federal Register Notice which may outline an assessment of data from federal (FEMA, SBA, and NFIP), state (CAL FIRE, et al), and local government programs, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distresses areas, and gaps in resilient needs. The mitigation needs assessment may be required to analyze the mitigation impacts based on income and demographic data.

- Use the best available data from HCD, other federal and state agencies, as well as proven mitigation best practices. Coordinate outreach to state, local or federal partners with appropriate HCD staff.
 - A draft mitigation needs assessment will be delivered to HCD staff for review and input during the Action Plan development process. Contractor will then incorporate all edits and incorporate them into the final Action Plan.
- f) Method of Distribution and Overall Benefit
- As required by the applicable Federal Register Notice, the method of distribution must align with the overall benefit requirement, if any.
 - Develop a budget for the action plan reflective of the method of distribution of funds to each proposed programs, activity or project, as the case may be, which will outline the program delivery costs and administrative costs for the grant.
 - The method of distribution will also describe the method of implementing the programs, activities or projects, whether it will be at the state or county level, or through grantees/subrecipients, municipalities, or other entities.
 - Work with HCD staff to ensure the method of distribution meets the needs of the communities and aligns with the mitigation needs assessment and that projected expenditures are reflective of the overall benefit requirement, if such a requirement is included in the Federal Register.
- g) Mitigation Program/Activity/Project Design
- Based on the needs described in the mitigation needs assessment, work directly with HCD staff to design programs, activities and/or projects to meet the needs in the assessment.
 - Set up regular mitigation program design meetings with HCD staff to track policy decisions as programs are designed for the Action Plan.
 - For each program, ensure that it meets an eligible activity, the proposed national objective is identified, and there is a detailed description of the proposed beneficiaries.
- h) Administrative and Cross Cutting Requirements
- Draft all remaining administrative cross-cutting requirements required for the Action Plan as outlined in the Federal Register Notice (and other HUD-issued guidance). These policies may include green building standards, broadband infrastructure standards, elevation standards, minimized displacement as a result of program implementation, program income, calculation of duplication of benefits for all programs, contractor complaints procedures, monitoring and compliance plan for

the grant, and preventing fraud, waste, abuse and mismanagement of funds.

- The Action Plan will outline how it aligns and coordinates with resilience or planning initiatives currently in place or underway in at the State and local level.
- The Action Plan must include a Citizen Participation Plan. Work with HCD to modify the current HCD Citizen Participation Plan to reflect the specific requirements outlined in the Notice, if needed. When possible, utilize the current citizen participation plan policies and procedures. The Citizen Participation Plan must outline the procedures for engaging elderly and vulnerable populations, Limited English Proficient (LEP) communities, and those with disabilities. The Citizen Participation Plan will also be updated to reflect the Action Plan amendment process and the outreach and engagement strategy for ensuring the public can provide feedback on the proposed methods for expending the CDBG-MIT funds.

i) Public Comments and Final Draft

- A public comment period will be required as part of the Action Plan process. Deliver a draft Action Plan to the State to be distributed for the public for review during the public comment period.
- Assist with the required public hearing(s), including meeting/hearing scheduling, public outreach, logistical support, translation services in Spanish and American Sign Language (ASL), development of presentations and handouts in English and Spanish, and documenting comments and questions from meeting attendees.
- Compile and track all public comments received during the public comment period and will coordinate with HCD to draft responses.
- Make changes to the Action Plan based on public comments received and as directed by HCD and incorporate a summary of all public comments and responses and changes into the final Action Plan.
- Provide all version control methodologies in all documents so changes are easily understood, and locations can be easily identified.

j) Deliverables

- Summary of the Federal Register Notices (and other HUD-issued guidance).
- Disaster Recovery Action Plan development work plan.
- Draft Certifications of Proficient Controls packages.
- Final Certifications of Proficient Controls packages.

- Draft unmet needs assessment.
 - Draft program design.
 - Complete draft Action Plan for HCD review.
 - Final draft Action Plan for public comment.
 - Final Action Plan (with public comment incorporated) packaged for delivery to HUD.
 - Continue to update all documents pursuant to HUD comments and requested changes until all final approvals are provided by HUD.
 - Decision Log – on going matrix of issue and decision tracking
- 4) Task 4: Community and Stakeholder Engagement
- a) Develop Communication and Outreach Strategy
- Assess and identify key communication needs and types of messaging (print, electronic, email/phone, radio, television) and a public meeting outreach and engagement strategy to notify citizen of public meetings and encourage attendance.
 - Coordinate communications and messaging with senior leadership at HCD and other State, County or local agencies as needed.
 - Support HCD staff for development of media advisories and correspondence with media requests for information.
- b) Establish Coordination Team and Stakeholder List
- Identify core staff within HCD and state/local agencies to evaluate existing stakeholder lists in previous outreach efforts. Build out a stakeholder database and maintain as stakeholders are added throughout the process.
- c) Create Outreach Materials
- Support HCD staff in the development of fact sheets, talking points, presentations, media advisories, email language, flyers and social media posts.
 - Assist HCD with conducting public, stakeholder and focus group meetings.
- d) Meeting Logistics and Coordination
- Assist HCD with coordinating logistics with impacted counties, municipalities and elected officials including meeting locations, translation services and technology support.

- Provide and collect sign-in sheets, and record meeting minutes including all comments and questions at all meetings.
- e) Deliverables
- On-demand communications and messaging support including development of engagement materials.
 - Establish coordination team and stakeholder list.
 - On-demand logistical support and facilitation of meetings.
- 5) Task 5: Long-Term Housing Recovery Planning
- a) Develop Overall Vision for Resilience
- Articulate the vision for long-term recovery and resilience, ensuring that mitigation needs are addressed and the impacted communities are better prepared for future disasters.
- b) Assess Existing Plans and Efforts
- Complete an assessment of relevant plans, studies, and strategies to inform the development of the long-term mitigation plan.
 - Examine existing programs and planned projects to identify opportunities to leverage resources.
- c) Develop Projects, Programs, and Policies
- Develop potential projects, programs, and policies that serve to address mitigation needs and create more resilient communities.
 - For each project or program included, describe the service area, potential beneficiaries, estimated costs, relationship to the overall vision, challenges to implementation, action steps, and potential resources.
 - For policy proposals, describe the justification, anticipated outcomes, challenges to adoption, relationship to the overall vision, and action steps.
- d) Deliverables
- Up to 16 local government level long-term mitigation strategies inclusive of the components outlined above.
- 6) Task 6: Assessment of Administrative Capacity
- a) Evaluate Administrative Capacity

- Assess the organizational capacity to administer anticipated funding, emphasizing the existence and use of clear policies and procedures.
- Where appropriate, identify critical capacity building needs and develop plan for providing the needed support.

b) Deliverables

- Up to sixteen (16) reports detailing the capacity of each unit of local government to administer the existing and anticipated funding.

7) Task 7: Subrecipient NOFA and Application Development

a) Develop Subrecipient Notice of Funding Availability

- Develop a method of distribution and associated document(s) that outlines the allocation methodology, eligible program typologies, key standards and requirements, and related components to guide the process by which local governments can apply to HCD for recovery funding.

b) Develop Subrecipient Application

- Develop the application template that local governments will use to submit project and program proposals to HCD for consideration in line with the NOFA.

c) Deliverables

- Notice of Funding Availability document or equivalent method of distribution pursuant to best practices and efficient, compliant distribution and tracking of the HUD grants
- Subrecipient application template.

8) Task 8: Project Management and Coordination

a) Coordination with State and Local Officials

- Facilitate regular project status meetings with HCD and local officials.
- Maintain close coordination with identified personnel at the state and local levels to ensure questions are addressed and issues are resolved in a timely manner.
- Provide regular progress updates to HCD regarding the status of tasks outlined above.

b) Management of Tasks and Deliverables

- Develop a work plan inclusive of specific tasks and deliverables and the timelines associated with each component.

- Ensure there is a clear understanding of roles and responsibilities across state, local, and consultant team personnel as it relates to the successful and timely completion of all tasks and deliverables.

c) Deliverables

- Weekly project status meetings or as needed per project demands.
- Weekly project status reports.
- Work plan inclusive of tasks, deliverables, and individual(s) assigned to lead or support the completion of each item.

2. MINIMUM QUALIFICATIONS OF PROPOSERS

A. The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. **This statement must be provided even if there are/were no such proceedings.**

B. The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP. Also, a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter must be provided. **These statements must be provided even if there are/were no such proceedings.**

C. Desirable Qualifications

HCD-DRS desires that the Proposer's resources meet or exceed qualifications listed in the Scope of Services.

D. Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made using the following criteria. The State must find that the selected Proposer:

- 1) Has adequate financial resources for full performance, or has the ability to obtain such resources as required for full performance on a reimbursement basis;
- 2) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- 3) Is able to comply with the proposed or required time of delivery or performance schedule;
- 4) Has a satisfactory record of integrity, judgment, and performance; and,
- 5) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

E. Subcontractors

The Contractor may solicit bids from qualified technical assistance vendors, with a minimum of five years of experience, to provide support to localities endeavoring to enhance, develop, and build local capacity to resolve homelessness, to meet the minimum requirements.

F. Insurance Requirements

The Contractor shall not commence performance under this Agreement until the Contractor has provided the Department 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 \$1,000,000 per occurrence. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. The certificate of insurance must include the following provision:

The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for HCD under this contract.

3. PROPOSAL MINIMUM QUALIFICATIONS

Proposer must provide all required documents and information listed on Attachment 1, Proposal Checklist. The items in the Part One of the Checklist are non-scored items, however are required for the Administrative Review. If a non-scored item is submitted unsigned or not completed properly, then HCD may allow the proposal to be scored.

The items in Part Two of the 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.

4. ADMINISTRATIVE INFORMATION

A. No Guarantee of Quantities

1) The scope and quantities referenced in the RFP are estimated to be the amount needed. The State is not obligated to contract for or to accept more than the actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State of California reserves the right to increase or decrease quantities, as appropriate, at the unit price or labor rate stated in the Contract resulting from this RFP.

2) An award under this RFP is wholly contingent upon HCD receiving the fully executed grant agreement from HUD for California's CDBG-DR allocation for recovery from 2017 disasters. While HCD has all the necessary plan approvals from HUD for this funding award, the Department doesn't have any indication on when HCD might receive the grant agreement.

B. Definitions

Action Plan—Proposed activities approved by the Dept. of Housing and Urban Development (HUD) to guide recovery from a disaster. See: <http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr.shtml>.

CDBG – Community Development Block Grant

Contractor - Denotes the Proposer that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

Contractor's Program Director and/or Manager-- Contractor's principal point-of-contact for the State.

Department of General Services – California's procurement authority

Duplication of Benefit - duplicate benefits received by the homeowner.

HUD – U.S. Department of Housing and Urban Development, the federal agency that administers CDBG funds.

HCD-DRS or the State – Denotes the State of California by the Department of Housing and Community Development, Disaster Recovery Unit.

Proposal – A response to a solicitation for Proposals

Proposer- Denotes any organization that submits a Proposal responding to the RFP prior to award.

RFP- Request for Proposal; A solicitation for Proposals

SOW – Scope of Work, which is used in this document to denote the allowable building specifications identified in the program's yet to be defined construction project analysis and cost estimating tool for repairs or reconstruction under the policies and procedures of the Program.

State—or HCD-DRS-- Denotes the State of California by the Department of Housing and Community Development, Disaster Recovery Section.

State Program Manager - (SPM) - Provide oversight on behalf of the State concerning Contractor's performance under the Contract resulting from this RFP. Also oversees the implementation of the Program and in conjunction with the State Program Staff, will oversee the corresponding day-to-day activities of the Contractor.

State Program Specialist - (SPS) – In conjunction with the SPM, provide oversight on behalf of the State concerning Contractor's performance under the Contract resulting from this RFP. Also assists with the implementation of the Program and in conjunction with the State Program Staff, will oversee the corresponding day-to-day activities of the Contractor.

Third Party Requests for Release of Information--Request from public for information that Contractor holds

Throughout this RFP the following terms shall be used to designate mandatory and non-mandatory requirements:

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

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

5. RFP TIMELINE AND PROPOSAL DOCUMENTS/INFORMATION

A. Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time (Pacific Time)</u>
RFP available to prospective proposers	July 17, 2019	N/A
Written Question Submittal Deadline	July 23, 2019	5:00 p.m.
Final Date for Proposal Submission	July 31, 2019	5:00 p.m.
Interviews (if needed)	Week of August 5 TH	TBD
Notice of Intent to Award	August 9, 2109	N/A
Proposed Award Date	August 16, 2019	N/A
Proposed Contract Term	2 years with 1– (one-year) optional extension.	

B. Proposal Content

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

- 1) Cover Letter
 - a) Cover Letter of Interest, narrative not to exceed two pages in length,
 - b) Confirm that all elements of the RFP have been reviewed and understood,
 - c) Include a statement of intent to perform the services as outlined,
 - d) Express Organization’s willingness to enter into an agreement under the terms and conditions prescribed by this RFP and in Exhibit D – HCD Terms and Conditions, and
 - e) Identify a single person (and their contact information) for possible contact during the RFP review process.

2) Proposal Amount and Project Timeline

Proposers should provide the total cost to perform the Work described in this RFP. This total cost should include any travel expenses.

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

This section shall include detailed summaries describing your Organization's experience in evaluating site and building systems, health and safety conditions, physical and structural conditions, environmental and accessibility conditions, and estimating costs for repairing, replacing and improving site and building components. It should detail your Organization's experience with site and building standards and codes including federal, state and local requirements on environmental and accessibility issues. Organization shall 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, if applicable, current licenses and certifications necessary to comply with the Work and as regulated by all applicable state, county, and/or local laws and/or ordinances.

4) Required Forms and Documentation

Contractor shall submit all required forms and documentation, as outlined on Attachment 1, Proposal Checklist.

C. Past Performance and Record of Successful Completion of Similar Work

1) Corporate Background/Financial Condition/Experience

- a) The Proposer shall describe its firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure any recent or materially significant proposed change in ownership, and copies of the previous three years financial statements, preferably audited.
- b) The Proposer shall provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
- c) The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP.
- d) The Proposer shall provide a statement of the Proposer's involvement in litigation and/or any suspension or debarment proceedings that could affect this work. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.
- e) If the Proposer intends to subcontract for portions of the work, the Proposer should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor

(including all independent contractors). Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor.

- 2) By signing the letter and/or Proposal, the Proposer certifies that the signatory is authorized to bind the Proposer. The Proposal should include:
 - a) Confirmation that the Proposer possesses or has staff/subcontractors with relevant work experience in hazard mitigation.
 - b) Confirmation that the Proposer possesses or has staff/subcontractors with relevant work experience in CDBG-Disaster Recovery Action Plan development with submitted plans gaining full approval from HUD.
 - c) A brief statement of the Proposer's understanding of the scope of the work to be performed.
 - d) Confirmation that the Proposer has any appropriate state business license(s) required for this Proposal, or, if allowed by law, will obtain such business license.
 - e) Confirmation that the Proposer has not had a record of substandard work within the past five (5) years.
 - f) Confirmation that the Proposer has not engaged in any unethical practices within the past five (5) years.
 - g) Confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
 - h) Has a written agreement with any person or subcontractor listed in the proposed project staff or team.
 - i) Any other information that the Proposer feels appropriate.
 - j) The signature of the individual who is authorized to make Proposals of this nature in the name of the Proposer submitting the Proposal.
 - k) State whether the Proposer has, in force, insurance coverage that meets the requirements of Section 6, Sample Contract, or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages.
 - l) Provide a brief statement describing the adequacy of the Proposer's financial capacity to handle the requirements of this RFP.
 - m) Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Proposer or any of its officers, directors, or management personnel were or are defendants or targets of investigation.

- n) Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000.
- o) The State reserves the right to request any additional information to assure itself of a Proposer's financial status, qualifications, capacity and experience.

3) Proposer Description, Capacity, Qualifications and Relevant Experience

The Proposal should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposer should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses.

- a) Describe all major engagements during the past five (5) years in which the Proposer has **completed a full CDBG-DR Action Plan and Implementation and Capacity Plan and Checklist for a first-time state CDBG-DR grantee that has been approved by HUD**. For each engagement, list the length of time between the award of contract and the client receiving full approvals from HUD.
- b) Describe all major engagements during the past five (5) years in which the Proposer assisted a governmental entity with any FEMA or HUD funded mitigation and/or resiliency program design.
- c) Describe any other experience or characteristics of the Proposers which would be uniquely relevant in evaluating the experience of your firm to handle the proposed project, with particular regard to its scale and the State's goal of rapid delivery of all required deliverables.

4) Proposers should meet the following standards

- a) The Proposer should demonstrate successful experience in executing multiple engagements involving rapidly starting up and successfully completing CDBG-DR Action Plans and Implementation and Capacity documents and checklists. Successfully means HUD approved all documents and either issued or is in the process of issuing a grant agreement.
- b) The Proposer, senior personnel of the firm, and/or subcontractor(s) identified in this Proposal should demonstrate experience in working with the development of mitigation plans and/or programs funded by FEMA and/or HUD, as well as experience in developing policies and procedures for leverage funding for mitigation activities.
- c) The Proposer, senior personnel of the firm, and/or subcontractor(s) identified in this Proposal should demonstrate experience in working with units of government on HUD CDBG-DR and/or FEMA funded programs and projects.

- d) Proposer and/or subcontractor(s) identified in this Proposal should have the demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required.
- e) The Proposer should demonstrate in its Proposal that it has sufficient and qualified staff already dedicated to contract solicitations and management to enter into and manage any subcontracts proposed in the Proposal.
- f) The Proposer and/or subcontractor(s) identified in this Proposal should have sufficient human resource staff to recruit the staff described in the Proposal.
- g) The Proposer and/or subcontractor(s) identified in this Proposal should have sufficient, demonstrated financial capacity to carry out the requirements and deliverables defined in this solicitation.

D. Qualified Staff Resumes and Availability

1) Appropriate Staffing

- a) The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the Program. This includes the Proposer's own staff and staff from any subcontractors to be used.
- b) The Proposer should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Scope of Services.
- c) Any subcontractor included in the Proposal must have agreed in writing to being included in the Proposer's proposed project staff or team. Any such written agreement must be produced to HCD upon request. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to HCD.
- d) Demonstration of experience and knowledge should include 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.
- e) Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.
- f) No key personnel may be assigned to the resulting contract without the written consent of the State.
- g) The Proposer shall also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person assigned to the Program, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

- h) The Proposer shall demonstrate their ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Contract.
- i) Provide an organizational chart for the Proposer's staff with clear levels of authority and oversight. Highlight key personnel staffing positions and roles that will be held by staff of Proposer and subcontractors.
- j) Include a listing of all work classifications, number of positions needed for that classification and the corresponding hourly rate the Proposer intends to include in the Proposal.

2) Key Personnel

- a) Definition: "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.
- b) Definition: "Key Personnel" means Personnel considered to be essential to the work being performed under this contract [71 FR 2440, Jan. 13, 2006, as amended at 77 FR 73537, Dec. 10, 2012].
- c) Prior to diverting any of the Key Personnel specified in proposal to other projects, the Contractor shall notify the HCD Contract Manager, reasonably in advance, and shall submit justification (including proposed substitutions and current resume) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the HCD Contract Manager.

- 3) Provide separate resume and a duty statement for each key personnel, who will be assigned to the Scope of Work, including any and all proposed subcontractor(s), and detailing the specific role of each individual involved in the scope of work, specifically the following information:
 - a) CDBG and CDBG-DR compliance positions with expertise in disaster program development and implementation, mitigation best practices, fire related mitigation experience, FEMA Hazard Mitigation Grant program funding, evaluation of federal regulatory review documentation and procedures.
 - b) NEPA and CEQA compliance positions with expertise in evaluation of state regulatory review documentation and procedures.
 - c) Staff responsible for successful public outreach, consultation and communication with review agencies, regulatory oversight agencies and local citizen groups.
- 4) List specific full-time Proposer staff available upon the date of agreement execution for each identified task in the Scope of Work. Qualified and where required, licensed staff must be maintained during the term of the agreement.
- 5) List specific full-time staff of each subcontractor, available upon date of the agreement execution for each identified task in the Scope of Work. Qualified staff must be maintained during the term of the agreement.

E. **Work Plan and Work Schedule**

- 1) The Proposal should provide a proposed Program schedule and indicate estimated volumes of tasks/milestones to be completed by month for four (4) months. This timeframe assumes completion of all documents within 120 days of the published Federal Register Notice. Assume the Implementation and Capacity Plan and checklists (ICP) must be submitted within 90 days of the published Federal Register Notice. However, HCD received full HUD approval for its ICP for the 2017 CDBG-DR award for unmet recovery needs on July 11, 2019.
- 2) The State is seeking the best level of effort and labor mix to most efficiently and effectively accomplish the mission contained within this RFP. A staffing plan should be completed for the first year of the 3-year contract. Given the time HUD may need to approve plans and activities, the State is providing a contract length that exceeds the submission deadlines to ensure time and funding are available for Plan review and edits.
- 3) In conjunction with Section G below, a projected monthly budget for four (4) months should be used to provide the Contractor's level of effort. In the projected monthly budget include only labor (hourly) billable positions. The monthly budget should include all deliverables listed in this RFP.

F. **Customer Satisfaction Rating Forms**

Proposers must provide three completed Customer Satisfaction Rating Forms (Attachment 4). Proposers submit forms to past clients for ratings and signatures. The Proposer is not required to submit originals of the forms. The rating of the Customer Satisfaction Forms will be done in accordance with scoring criteria described in Section K.5).

G. **Budget and Cost Proposal Form**

- 1) The Proposer must provide all cost information in the Cost Proposal Form, Attachments 3. All cost information should be reflective of the Proposer's approach and methodology.
- 2) Supplies not individually listed within Other Direct Costs, or otherwise approved by the State, shall be provided by the Contractor at its own cost.
- 3) If subcontractors will be used, then a separate staffing billing list shall be provided, with estimates of hourly charges based on work plan tasks.
- 4) The proposal cost offer shall be scored based on criteria described in Section 3. of this RFP.
- 5) HCD reserves the right to amend this Agreement at any time during this Agreement term. The amendment may add funds at the same rates (hourly/yearly/task) and extend the term of this Agreement for an additional year, should it become necessary to complete the agreed upon Work, as outlined in Attachment 3 and upon approval by DGS.

H. **Proposal Submission Requirements**

- 1) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP, Section 1.B, Scope of Work. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- 2) The proposal package should be prepared in the least expensive method, so there are no HCD requirements for special binders or color printing, etc. HCD does request that Proposer include a table of contents and use tabs or some type of divider system to clearly separate out the different parts of the proposal.
- 3) All proposals must be submitted under **sealed** cover and sent to HCD by date and time shown in Section 4: RFP Timeline and Proposal Documents/Information, Item A, Key Action Dates. Proposals received after the final submission date and time will not be considered.
- 4) Three copies (one original, two copies) of the proposal must be submitted.
- 5) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may be photocopies of the original package.
- 6) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Department of Housing and Community Development
2017 CDBG-DR Mitigation Action Plan
RFP 19-CDBGMIT17-001
"DO NOT OPEN"**

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

Proposals not submitted under sealed cover and marked as specified will be rejected.

- 7) All Proposers are required to include the documents identified as required on the Proposal Checklist. Proposals not including the required scoring documentation shall not receive scores for those categories. A non-responsive proposal is one that does NOT include required documents indicated on Part One of the Proposal Checklist. Proposals deemed non-responsive may be rejected.

- 8) Mail or deliver proposals to the following address:

(U.S. Postal Service Deliveries, Hand Deliveries, UPS, Express Mail, Federal Express)

Department of Housing and Community Development
Business and Contract Services Branch
Attn: Wendy Barnes
2020 West El Camino Avenue, Suite 130
Sacramento, CA 95833

- 9) Proposals must be submitted for the performance of all the services described herein. Any deviation from the scope of work specifications will not be considered and may cause a proposal to be scored accordingly.
- 10) A proposal may be rejected if it is conditional or incomplete (does not meet Proposal Minimum Qualifications for Scoring per Proposal Checklist), or if it contains any alterations of form or other irregularities of any kind. HCD may reject any or all proposals and may waive an immaterial deviation in a proposal. The HCD waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- 11) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- 12) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal form may be returned for correction and signature as it does not contain scoring material.
- 13) 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, as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 14) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent to the address indicated in paragraph 8) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 15) HCD may modify the 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 so that all parties who received notice of the RFP can submit an updated proposal package.
- 16) HCD reserves the right to reject all proposals. HCD is not required to award an agreement. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- 17) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

- 18) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- 19) No oral understanding or agreement shall be binding on either party.

I. **Scoring Process**

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

At the time of proposal opening, each proposal will be checked for the presence or absence of 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.

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

- 2) The HCD Evaluation Team will be responsible for the review and evaluation of Bidder 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.
- 3) 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.
- 4) **Interviews/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 State's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.
- b) 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.
- c) The cost score will be based solely on the original cost Proposal received.
- d) HCD reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial 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 the RFP as follows:

	Scoring Criteria Category	Max. Points Assigned
1)	Administrative Requirements and Minimum Qualifications	(Pass/Fail)
2)	Past performance, record of successful completion of similar work	45
3)	Qualifications and experience of key personnel who will be directly performing the work and résumés	100
4)	Work Plan and Work Schedule Requirements	80
5)	Customer Satisfaction Ratings	50
6)	Cost Offer	120
7)	Interviews (if required)	TBD
	TOTAL	395

J. **Scoring Criteria**

The responses will be reviewed and points will be assigned based on a general assessment. Responses shall include clear and distinctive explanations; and not provide a repeat of the RFP requirements, but demonstrates a well thought out approach to meeting the requirements of the RFP.

- 1) **Administrative Requirements and Minimum Qualifications (Pass/Fail)**
Administrative requirements address the **structure and content and minimum qualifications** of the proposal. Items contained in Part One, of Attachment 1, are required and are Pass/Fail.

2) **Past Performance, Record of Successful Completion of Similar Work (Max. 45 points)**

Past Performance, Record of Successful Completion of Similar Work	Point Values
Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points No Value
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations.	15 Points Poor
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	20 Points Fair
Proposal response (i.e., content and/or explanation offered) fully meets HCD's needs/requirements or expectations with no omissions, flaws or defects.	35 Points Good
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.	45 Points Excellent

3) **Qualifications and Experience of Key Personnel who will be Directly Performing the Work and Résumés (Max. 100 points)**

Qualifications and Experience of Key Personnel who will be Directly Performing the Work and Résumés	Point Values
Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points No Value
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD's needs/requirements or expectations.	25 Points Poor
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	50 Points Fair
Proposal response (i.e., content and/or explanation offered) fully meets HCD's needs/requirements or expectations with no omissions, flaws or defects.	75 Points Good
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.	100 Points Excellent

4) **Work Plan and Work Schedule Requirements (Max. 80 points)**

Work Plan and Work Schedule Requirements	Point Values
Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.	0 Points No Value
Proposal response (i.e., content and/or explanation offered) is barely adequate or minimally meets HCD’s needs/requirements or expectations.	20 Points Poor
Proposal response (i.e., content and/or explanation offered) is satisfactory and meets HCD’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and satisfactory.	40 Points Fair
Proposal response (i.e., content and/or explanation offered) fully meets HCD’s needs/requirements or expectations with no omissions, flaws or defects.	60 Points Good
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.	80 Points Excellent

5) **Customer Satisfaction Ratings (Max. 50 points)**

The Proposer must submit three company references using the Customer Satisfaction Ratings form (Attachment 4). The references submitted must be for engagements similar in scope or complexity to the Scope of Work. 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. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the Scope of Work. A maximum of fifty points (average of all three references) are available for this comparison element.

Example: In the sample scenario provided below, Contractor A submits three references and each totals the maximum 50 points under the Customer Satisfaction Rating. The three references are totaled and an average of 50 is achieved. The Contractor will receive the maximum 50 points possible for Contractor A.

The maximum points possible for three references = 150 subtotal; 150 divided by 3 = 50.

This same process is applied to Contractors B and C.

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

6) **Cost Offer - Maximum 120 Points**

Cost Assessment - Hourly Rate

Costs will be calculated and scored. A maximum of 120 points may be awarded for this cost assessment component. To ensure that each Offer submitted is the best possible representation, the points for cost will be awarded based on a comparison of the lowest Offer calculated as a weighted hourly cost. The lowest Offer will receive 100% of the points possible for this category. The next lowest offer will receive the next highest score calculated as follows (the figures below are for informational purposes only and are not representative of the anticipated cost).

The scoring will be calculated from the hourly rates as follows:

Step 1: Calculate Total Weighted Hourly Cost for each offer.

Offeror may propose any number of staff for the project (i.e. 1 Consultant-Principal, 2 Consultant-Lead, etc.).

(Hourly rate for Consultant-Principal x Weighting factor for Consultant-Principal)
+ (Hourly rate for Consultant-Lead x Weighting factor for Consultant-Lead)
+ (Hourly rate for Admin. Assistant x Weighting factor for Admin. Assistant)
= Total Weighted Hourly Cost

(SAMPLE - Offer A)	Hourly Rate	Weighting Factor	Weighted Cost
Consultant – Principal	\$110.00	50%	\$44.00
Consultant – Lead	\$96.67	30%	\$29.00
Admin. Assistant	\$90.00	20%	\$27.00
Total Weighted Hourly Cost			\$100.00

Step 2: Find the lowest Total Weighted Hourly Cost submitted of all the offers.

Offer A Total Weighted Hourly Cost \$100.00

Offer B Total Weighted Hourly Cost \$125.00

Offer C Total Weighted Hourly Cost \$150.00

Step 3: Use that lowest Total Weighted Hourly Cost as the NUMERATOR to form a fraction for each offer in which the proposal's total cost is the DENOMINATOR.

$$\frac{\text{Lowest Total Weighted Hourly Cost}}{\text{Offer X Hourly Cost}} \times \text{Maximum Points} = \text{Cost Score}$$

$$\text{Offer A } \frac{100}{100} \times 110 = 110$$

$$\text{Offer B } \frac{100}{125} \times 110 = 88$$

$$\text{Offer C } \frac{100}{150} \times 110 = 73.33$$

K. **Award and Protest**

- 1) Notice of the proposed award shall 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 agreement, files a protest with the 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 shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- 3) Within five days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the HCD a detailed statement specifying the grounds for the protest.
- 4) No payment shall be made unless a completed STD 204 has been received by HCD. This form can be found on the Internet at:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

L. **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.

M. **Agreement Execution and Performance**

- 1) Performance shall start no later than the express date set by HCD and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time,

HCD, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to HCD for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.

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

6. FEDERAL PREFERENCE AND INCENTIVE PROGRAMS

A. Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) Outreach and Incentives

- 1) As outlined in 2 CFR 200.321, non-federal entities must take all necessary affirmative steps to assure that minority businesses, women's businesses, and labor surplus firms are used when possible. To meet this requirement, proposers who are a WBE or MBE are encouraged to respond or be a part of a team which responds to the solicitation. If a proposer or subcontractor is not currently a WBE/MBE, and believes they will qualify, then they must contact Caltrans at (916) 324-1700. To receive the preference points the Contractor must provide a copy of their certification as part of the response.
- 2) How the Preference Works
 - a) Certified WBE/MBE Proposers will receive a five percent (5%) preference. The 5% is calculated based off of the total points awarded to the highest scored non-WBE/MBE. For example: if the highest non-WBE/MBE score is 300 points, then 5% of that is 15 points and as such, each WBE-MBE Proposer will receive an additional 15 points added to their final score. A non-WBE/MBE may receive a preference of 5% if the business commits to subcontract at least 25% of its net bid price with one or more WBE/MBE.
 - b) The preference is used only for computation purposes, to determine the winning proposer and does not alter the amounts of the resulting contract. The value of the preference is limited to \$50,000, when a contract award is based upon the highest total points. A contract awarded on the basis of the 5% preference is awarded to the WBE/MBE for the actual amount of its proposal.

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

The work to be performed under this RFP may be 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Proposers agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. Prior to executing the contract for services from this RFP, the contractor(s) must certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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 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 the State. For your proposal to be responsive, all required forms and information must be included.

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

Name/Description

- _____ Completed Proposal Checklist (Use Attachment 1)
- _____ Cover Letter
- _____ Meets Minimum Qualifications
- _____ Executed Proposal/Proposer Certification Form (Use Attachment 2)
- _____ Executed Darfur Contracting Act Form (Use Attachment 5)
- _____ Executed Payee Data Record (STD 204) Form (See Attachment 6)
- _____ Executed Contractor's Certification Clauses (CCC 04/2017) Form (Use Attachment 7)
- _____ Executed California Civil Rights Laws Certification (*Proposals over \$100,000 only*) Form (Use Attachment 8)
- _____ Verification of Business License/Secretary of State Certificate

Part Two: Required Forms and Documentation (Scored):

Name/Description

- _____ Past Performance and Record of Success (Including valid and current licenses and Certificates)
- _____ Staff Resumes
- _____ Work Plan and Work Schedules
- _____ Customer Satisfaction Rating Forms (three) (Use Attachment 4)
- _____ Cost Proposal Form (Use Attachment 3)

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. 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**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 3

COST PROPOSAL FORM

Name/Title <i>(Insert rows as needed)</i>	HOURS	HOURLY RATE	TOTAL
Subcontractor(s) Cost (if applicable)			
Travel*	N/A	N/A	Included
		Total Proposal \$	

*All-inclusive proposal

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

Effective January 1, 2009, procurements for Non-Information Technology (Non-IT) goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

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

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

OR
3. _____ We currently have, or we have had within the previous three years, business activities or other
Initials operations outside of the United States, but we certify below that we are not a scrutinized
+ certification company below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

YOUR BID OR PROPOSAL MAY BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

ATTACHMENT 6

PAYEE DATA RECORD (STD 204)

This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to HCD.

ATTACHMENT 7

CONTRACTOR’S CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under

penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 8

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME
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.

EXHIBITS	TITLE	GTC	PAGES
Exhibit A	Authority, Purpose and Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit C *	General Terms and Conditions	GTC	04/17
+			
-			

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

CONTRACTOR

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

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	CITY	STATE	ZIP
2020 West El Camino Avenue, Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Synthia Rhinehart	Contracts Office Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (if Applicable)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

2. Contractor Name (“Contractor”) agrees to provide to the Department of Housing and Community Development (“HCD”), type of service (“Work”) as described herein.
3. The Work shall be provided at, location.
4. Work shall be provided during time frame i.e., 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
5. The Representatives during the term of this Agreement will be:

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

6. **Scope of work**

Scope of work will be inserted here.

6. **Effective Date and Term**

- A. This Agreement is effective upon approval by the Department of General Services (DGS). The termination date of this Agreement is June 30, 2018. No services shall be provided before approval by DGS, or after the termination date.
- B. HCD reserves the right to amend the Agreement at any time during the Agreement term. The amendment may add funds at the same rates or extend the term of the Agreement for an additional year, should it become necessary to complete the agreed upon Work and upon approval by DGS.
- C. HCD reserves the right to terminate this Contract, without cause, subject to 30 days written notice to the Contractor.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$0.00.

2. Budget Breakdown

TBD

3. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount, as specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement number (handwritten Agreement number is not acceptable) and shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing & Community Development
Division
2020 West El Camino Avenue, Suite 350
Sacramento, CA 95833
Attn: CM

4. Budget Contingency Clause

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

5. Prompt Payment Clause

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS

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 GTC – 04/2017.

2. Contract Manager

HCD may change the Contract Manager by notice given to the Contractor at any time by the Director of HCD or by his/her designee.

3. Publications and Reports

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

- 1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final written State approval.
- 2) Furnish two copies of each publication and report required plus one reproducible original.

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 State 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. The State 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).

4. Progress Reports

Except as otherwise specified, in writing, by HCD, Contractor shall provide for a progress report in writing, or orally if approved by the Contract Manager, at least once a month. This progress

EXHIBIT D

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.

5. **Presentation**

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

6. **Report Delivery**

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.3.

7. **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.

8. **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 to the above terms in a form to be approved by HCD, and shall supply HCD with evidence thereof.
- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. 90 days after any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense and upon written approval by the Contract Manager, publish or utilize the same but shall include the following legend:

EXHIBIT D

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.

9. 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 a 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 State 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 the State. Such data shall be property of the State.
- E. "Generated data" shall be the property of the State 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 receipt by the State of the final report or termination of this Agreement and any and all

EXHIBIT D

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 the State, in writing, of any such contemplated action. The State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State elects, the expense of further preserving said data shall be paid for by State. Contractor agrees the State 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.

10. **Amendments**

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

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager. However, the term of this Agreement or contract amount may only be changed by formal amendment.
- B. HCD reserves the right to amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work outlined in the Original Agreement and upon approval by HCD/DGS.
- C. The amendment may add funds and/or extend the term of this Agreement for additional time.
- D. Dollar amount and timeframe shall be determined based on the procurement method used.

11. **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.

12. **Substitutions**

Contractor's key personnel as indicated in its proposal may not be substituted without prior Contract Manager's written approval. Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

EXHIBIT D

13. 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 agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of State 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 not to affect the validity of this Agreement or the right of the State to enforce said provisions.

14. 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.

15. 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.

16. 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. The State will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by the State.

17. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

18. 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 the State in writing.

EXHIBIT D

19. Litigation

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State 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, the State 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 the State to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or the State, 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 the State.

20. 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:

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

The certificate holder should be:

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

- 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.*

- 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.
- Contractor must maintain Worker's Compensation insurance for all employees that are participating in the work contemplated by this Agreement.

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21. **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.

22. **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.

23. **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 the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement,

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

D. Termination Due to Bankruptcy:

In the event proceedings in bankruptcy are commenced by or against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify the State immediately in writing and State 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 the State.

F. Cumulative Remedies:

The rights and remedies of the State 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, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to State for any additional costs incurred by the State to complete the work.

24. Public Contract Code

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

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25. Evaluation of Contractor's Performance

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

26. 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.

27. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State 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 the State. Upon the termination of any subcontract, State 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 the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor 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.

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- 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.

28. Disabled Veteran Business Enterprises (DVBE)

If required in the Bid package and subsequent agreement, Contractor shall comply with the DVBE participation goal, in accordance with the provisions of Public Contract Code §10115 et seq.