

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

ADMINISTRATION AND MANAGEMENT DIVISION

Business and Contract Services Branch,

Contract Services Section

2020 West El Camino Avenue, Suite 130

Sacramento, CA 95833

www.hcd.ca.gov



REQUEST FOR PROPOSAL SECONDARY

Notice to Prospective Proposers

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

22-50-012- Organizational Design and Strategic Planning

November 28, 2022

The Housing and Community Development Department (HCD) invites you to review and respond to this Request for Proposal (RFP), entitled 22-50-012- Organizational Design and Strategic Planning. In submitting your proposal, you must comply with the instructions found herein. In submitting a proposal, Proposers agree that they have read, understood, and will comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of a Proposer's proposal. By submitting a response, Proposers agree to the terms and conditions stated in this RFP and any resulting agreement.

All agreements entered into with the State of California will include by reference the state's General Terms and Conditions that may be viewed and downloaded at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINAL.pdf>.

This RFP is published online at the California State Contracts Register (CSCR) Cal eProcure web site at: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. To ensure receipt of any addenda that may be issued, and answers to any questions posed, you must register online at <https://caleprocure.ca.gov/pages/bidder-vendor.aspx>.

In the opinion of the HCD, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please contact:

Danielle Ochoa

Contract Administrator

Danielle.Ochoa@hcd.ca.gov and ServiceContracts@hcd.ca.gov

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

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

Schedule Of Events*

| Event: | Date: | Time (PST): |
|---|-------------------|--------------------|
| RFP Available to Prospective Proposers ¹ | 11/28/2022 | 3:00 PM |
| Deadline to Submit Written Questions | 12/9/2022 | 5:00 PM |
| Post Responses to Written Questions | 12/16/2022 | 5:00 PM |
| Request Access to Vendor RFP Uploads Portal | 1/16/2023 | 12:00 PM |
| Final Date for Proposal Submission | 1/20/2023 | 3:00 PM |
| Interviews (If needed) | TBD | TBD |
| Notice of Intent to Award | 2/28/2023 | 10:00 AM |
| Anticipated Start Date | 7/3/2023 | TBD |

¹ RFP is available to prospective Bidders via the **eProcurement System** webpage at <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. Proposers must register with Cal eProcure to receive addendums that may be issued, or for submittal of questions and to receive answers.

*Dates are approximate and may be changed at HCD’s discretion. Any changes will be communicated through an addendum.

Questions Regarding the RFP:

Proposers requiring clarification of the intent and content of this RFP may request clarification only by submitting questions via electronic mail to: ServiceContracts@hcd.ca.gov and Danielle.Ochoa@hcd.ca.gov

Please reference RFP No. 22-50-012 in the subject line.

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

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1. PURPOSE AND DESCRIPTION OF SERVICES

A. Purpose and Background

HCD's policy goals are to increase and preserve housing supply attainable across all income levels, improve access to opportunity, execute on the state's climate change goals, and lead efforts to end, rather than manage, homelessness.

HCD's various administration groups support multiple program functions to ensure the timely and efficient delivery of housing and homelessness services to all Californians. HCD supports the state goal of access to critical funding resources that can help address some of California's most pressing needs, especially those related to the Coronavirus (COVID-19) and the statewide affordable housing crises, impacting some of California's most vulnerable populations.

While the Governor and Legislature continue to prioritize funding to alleviate the housing crisis and homelessness epidemic by supporting numerous HCD managed programs, historically HCD has focused on allocating resources to the program operations functions. Recent expansion of administrative functions will address the workload resulting from HCD's increase in size and complexity and support ongoing initiatives to transition HCD to a mature mid-sized department.

Over the past four fiscal years, HCD has increased rapidly in size and complexity. During this period, the Department added 37 new programs, representing a 51 percent increase in programs. This correlates to an increase of approximately \$6 billion in funding, totaling a 547 percent increase to the budget. Over the same period, staffing levels increased by 517 positions, totaling an 89 percent increase. To address the rapid rate of growth, HCD has had to use a variety of strategies to support program implementation in the timeframe required to address the housing and homelessness crises, which have been exacerbated by the COVID-19 pandemic.

The Department is not just seeking services to update its current strategic plan, it is seeking a contractor with demonstrated experience in developing, designing, and redesigning existing programs and services that serve marginalized populations as defined in Exhibit A Scope of Work, Section 4.B.

The bulk of the work will be spent providing experienced consultation and guidance to conduct organizational structure assessment, analysis, and recommendation to provide significant business systems and program service delivery changes designed to have outcome-based impacts to HCD end users/beneficiaries.

B. Contract Term and Amount

Effective upon California Department of General Services (DGS) approval through two years from the approval date, with the option for HCD to extend the term for up to one additional year. No services will be provided before approval by DGS, or after the termination date. The allotted budget for this contract is not to exceed \$500,000.00.

C. Scope of Services

Please refer to the Proposed Contract- Exhibit A, Scope of Work.

2. TAX DELINQUENCY DISCLAIMER

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

FTB: About the delinquent taxpayer list | <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>

CDTFA: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

3. PROPOSAL REQUIREMENTS AND INFORMATION

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

A. Table of Contents

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

B. Cover Letter

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

- 1) A statement to the effect that the Proposal is a firm and irrevocable offer good through the date of the execution of the contract.
- 2) A statement expressing the Proposer's willingness to perform the services as described in this RFP.
- 3) A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.
- 4) The principal place of business and the contact person, title, telephone, and email address.
- 5) A statement expressing that the Proposer will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.

C. Minimum Qualifications

Proposers must provide evidence and/or written documentation of how each minimum qualification is met as outlined in Section 4, Minimum Qualifications of this RFP.

D. Technical Proposal

Proposers must provide all requested information as outlined in Section 5, Technical Proposal of this RFP.

E. Required Attachments

1) Required Attachment Checklist

Proposers must complete and return the Required Attachment Checklist (Attachment 1).

2) Proposal/Proposer Certification Sheet

Proposers must complete and return the Proposal/Proposer Certification Sheet (Attachment 2). This form must be signed by an individual who is authorized to bind the Proposer contractually.

3) Proposer Reference Check Form

Proposers must return a completed Proposer Reference Check Form for each reference (Attachment 3). Proposer reference requirements are outlined in Section 6, Proposer Reference Requirements.

4) Proposer Cost Proposal

Proposers must complete and submit a Cost Proposal in the format prescribed in Attachment 4. The Cost Proposal must be filled out according to the instructions provided. The Cost Proposal can be submitted as a separate section within the narrative proposal or as a separate attachment.

5) Key Personnel and Subcontractor Resumes

Proposers must provide resumes for all Key Personnel including subcontractor(s) Key Personnel that would achieve the objectives, requirements, and complete the deliverables set forth in this RFP.

6) Darfur Contracting Act

If applicable, Proposers must complete and return the Darfur Contracting Act Certification (Attachment 6). This form must be signed by an individual who is authorized to bind the Proposer contractually.

7) Contractor Certification Clauses (CCC 04/2017)

Proposer must complete and sign Attachment 7, Contractor Certification Clauses (CCC 04/2017) and include it in the proposal response.

8) California Civil Rights Laws Certification

Proposers must complete and return the California Civil Rights Laws Certification (Attachment 8). This form must be signed by an individual who is authorized to bind the Proposer contractually.

9) Payee Data Record (STD 204)

Proposer must complete and submit a signed Attachment 9, Payee Data Record (STD 204), to determine if it is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662.

10) Disabled Veteran Business Enterprise Requirements

This RFP requires a minimum of 3 percent DVBE participation.

In accordance with Public Contract Code Section 10115, et. seq., and California Military and Veterans Code Section 999, et. seq., every Proposer must comply with the Disabled Veteran Business Enterprise (DVBE) contract participation requirements.

Additionally, Military and Veterans Code Section 999.7 requires HCD to withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until Proposer complies with the DVBE certification requirements of subdivision (d) of Section 999.5, or permanently, if Proposer does not comply with the certification requirements by the end of the specified grace period after a notice of noncompliance.

If the Proposer is subcontracting a portion of the work to a DVBE to meet the 3 percent participation requirement, they must indicate the percentage(s) of DVBE participation within the Bidder Declaration (GSPD-05-105) Attachment 12. Proposers must provide proof of active DVBE certification from DGS along with the Disabled Veteran Business Enterprise Declarations (DGS PD 843), Attachment 13 for each DVBE subcontractor. If the Proposer is a DVBE, they must submit all forms and provide a copy of their active certification from DGS.

Additional information and instructions may be found at: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

Failure to submit the above documentation of required DVBE participation to demonstrate Proposer's compliance with the 3 percent DVBE participation goal may result in the rejection of the Proposal. Final determination of a Proposer's DVBE participation will be at the sole discretion of HCD.

11) Bidder Declaration

Proposers must complete the Bidder Declaration Form GSPD-05-105 (Attachment 12) and include it with the proposal response. When completing the declaration, Proposers must identify all subcontractors proposed for participation in the contract.

12) Certification Regarding Executive Order N-6-22- Russia Sanctions

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

Proposers must complete and return the Certification Regarding Executive Order N-6-22 (Attachment 5). This form must be signed by an individual who is authorized to bind the Proposer contractually.

4. MINIMUM QUALIFICATIONS

The Proposer must demonstrate meeting the following minimum qualifications. Failure to provide adequate evidence and/or documentation will cause the proposal to be rejected. The documentation provided will be scored on a pass/fail basis.

- A. Proposer must be a corporation, partnership, or other entity lawfully authorized to do business in the State of California and provide a copy of their Business License.
- B. Proposer must be based in the State of California and provide a copy of their active certificate with the California Secretary of State.
- C. Proposer must submit all items listed in Section 3- Proposal Requirements and Information.
- D. Proposer must assign individuals to deliver the services required in Exhibit A, Scope of Work, of the Proposed Contract.
 - 1) Proposer must list all current Key Personnel, including any subcontractors' Key Personnel, who will be performing services under the contract who meet or exceed the qualifications described below. Key Personnel are defined as skilled, experienced professional and/or technical personnel who are essential for successful contractor accomplishment of the work to be performed under the Contract.
 - a) Project Manager or Equivalent must have:
 - i. A minimum of five years of project management experience with governmental entities in the last ten years, and
 - ii. At least five years' experience as team lead in the last ten years.
 - b) Business or System Analyst must have:
 - i. A minimum of three years of system or business level analysis experience with governmental entities within the last five years.
 - 2) Proposer must identify the proposed roles of Key Personnel who will perform work described within Exhibit A, Scope of Work of the Proposed Contract and provide a resume to support meeting the minimum qualifications for the type of work that each Key Personnel performs.
 - 3) Proposer must identify the proposed roles of all other non-Key Personnel who will perform work described within Exhibit A, Scope of Work of the Proposed Contract. E.g., Administrative/support staff.
 - 4) Proposer must provide three examples of work plans (or work breakdown structures) involving a government entity used on past projects completed in the last five years that are similar to the Scope of Work of the Proposed Contract in Exhibit A.

5. TECHNICAL PROPOSAL

(Max 805 Points Total)

Proposer must include a written statement indicating the number of years performing the tasks outlined in Exhibit A, Scope of Work of the Proposed Contract and explaining how the firm qualifies to perform such tasks and further HCD's policy goals. Portions of the technical proposal from the awarded Proposer's work plan may be incorporated into the contract as needed. Proposer shall describe general experience and strategy for subcontracting tasks (if any) for which they are not qualified. Please organize your response according to the outline below. The total maximum points for each category are provided in parentheses and will be scored on a points-earned basis as described in Section 10, Evaluation and Scoring Process.

A. Capabilities and Competence (430 points total)

Experience must include accomplishments within the last seven years immediately preceding submission of the Proposer's response to the RFP.

- 1) Proposer must provide an overview of the organization and its experience in the items listed below and as it relates to the Exhibit A, Scope of Work in the proposed contract. Experience must be described for each Key Personnel including subcontractors. (Max 190 points)
 - a) Describe your project management experience, and how you manage tasks, delegated assignments, milestones, and deliverables to ensure projects are completed on time, within budget, and of sufficient quality relative to the Scope of Work. (Max 40 points)
 - b) Specific examples of your experience providing organizational effectiveness consulting: (Max 40 points)
 - i. Conducting organizational structure assessment, analysis, and providing recommendations for a control environment to promote accountability and risk mitigation. (Max 8 points)
 - ii. Developing, designing, and redesigning business systems and program service delivery changes, developing program planning and evaluation methodologies including outcome-based performance measures, integrating an approach to managing people, processes, and technology. (Max 8 points)
 - iii. Performing community engagement, stakeholder analysis, stakeholder relations, and gap analyses for identifying program and service delivery improvements. (Max 8 points)
 - iv. Developing and implementing comprehensive communications plans and strategies for marketing, outreach, and education, for both internal and external stakeholders. (Max 8 points)
 - v. Increasing internal leadership capacity and resiliency to adapt to change organizational needs. (Max 8 points)
 - c) Specific examples of your experience of strategic planning: (Max 40 points)
 - i. Leading the strategic planning process, facilitating engagement with all levels of the organization. (Max 10 points)
 - ii. Developing key performance indicators including outcome-based metrics, and methods for systematizing the collection and reporting on a recurring basis, to demonstrate changes in organizational culture and systems, over time. (Max 10 points)

- iii. Methods of conducting environmental scans and frameworks for guiding the strategic planning process. (Max 10 points)
 - iv. Demonstrating final report format and content. (Max 10 points)
- d) Specific examples of your experience providing organizational change management guidance: (Max 30 points)
- i. Leading change management training, both onsite and in a virtual environment. (Max 10 points)
 - ii. Communication tools and methods to introduce, reinforce and facilitate changes. (Max 10 points)
 - iii. Working in a collaborative relationship with organizational teams. (Max 10 points)
- e) Specific examples of your experience supporting organizations when implementing annual action plans associated with a longer-term strategic plan: (Max 40 points)
- i. Performing Plus/Delta reflection sessions. (Max 10 points)
 - ii. Assessing, identifying, and recommending annual priorities for implementation. (Max 10 points)
 - iii. Assessing, identifying, and recommending organization effectiveness enhancements, control environment, and overall organizational maturity. (Max 10 points)
 - iv. Facilitating implementation of operational plans within subordinate levels of a vertical leadership structure, such as the division and branch levels, aligning with the larger organizational strategic plan. (Max 10 points)
- 2) Proposer must provide an overview of the organization and its experience in the items listed below and as it relates to the Exhibit A, Scope of Work in the proposed contract. Experience must be described for each Key Personnel including subcontractors' Key Personnel (Max 240 points)
- a) Identify in general, which California jurisdictions you have experience serving, and in particular which small and/or low-capacity jurisdictions, as well as tribal communities and tribal entities you have experience serving, providing specific examples of the type of activities engaged in that align with HCD's policy goals (Max 120 points)
 - i. Small and/or low-capacity jurisdictions (e.g., rural, non-entitlement and other low-capacity). (Max 60 points)
 - ii. Recognized and non-recognized California American Indian communities. (Max 60 points)
 - b) HCD seeks to serve all populations listed below and is interested in engaging with a contractor who has experience serving all of these marginalized populations. Describe your experience serving these populations including the nature of the work performed. (Max 120 points)
 - i. Black, Indigenous, and other People of Color (BIPOC)
 - ii. Latinx / Latine
 - iii. Asian and Pacific Islanders

- iv. Immigrants
- v. People with criminal records, disabilities, mental health and substance use vulnerabilities, housing insecurity, and limited English proficiency or other language barriers
- vi. People who are LGBTQ+ or gender nonconforming
- vii. People who earn less than 50 percent of their area median income
- viii. Other individuals who may have barriers to access traditional mainstream support

B. Methodology and Program Strategies

(375 points total)

- 1) Describe your team's proposed work plan that addresses the contract scope of work, alignment with HCD's policy goals, how deliverables will be developed and submitted, your approach to working interdependently and collaboratively with the HCD Contract Manager and Organizational Development Division, and to working remote and onsite as needed when engaging stakeholders throughout California. (Max 75 points)
- 2) Describe your methodology for providing services that serve small and low-capacity jurisdictions, and tribal entities, as well as the marginalized populations previously identified. (Max 75 points)
- 3) Describe your strategies for using technology to manage administrative, program and project-based tasks in an integrated manner when leading different divisions with different cultures and technological competencies in furthering the goals stated in HCD's 2022 Statewide Housing Plan. (Max 75 points)
- 4) Describe your team's proposed strategies and approaches for planning, performing and reporting environmental scans in general, while also, in particular, addressing the findings contained within the California Interagency Council on Homelessness Statewide Action Plans. (Max 75 points)
- 5) Describe your team's proposed strategies and approaches to Organizational Effectiveness consultation related to identifying, recommending, and integrating organizational maturity models and organizational best practice principles. (Max 75 points)

6. PROPOSER REFERENCE REQUIREMENTS

(Max, 45 Points Total, Max 15 Points Per Reference)

- A. The Proposer must provide three businesses or governmental agencies as references for which services similar to those detailed in Exhibit A, Scope of Work of the Proposed Contract have been provided within the last five years. Two of the three references must be from governmental agencies.
- B. The Proposer must provide Attachment 3, Proposer References, to each of the Proposer's three references identified above. The Proposer shall collect the Reference Check Form from each of the three references and include it in the Proposer's submission.
- C. References that are determined not to be similar in scope or complexity to the Scope of Work will be scored zero. A missing Reference Check Form or one without the reference's signature will be scored zero. Proposers who submit more than three references will not receive additional points.
- D. HCD will contact each reference to verify information provided in their Reference Check Form via the e-mail address provided, followed up by phone call as needed. If a reference is non-responsive the score of the corresponding Reference Check Form will be reduced to zero.
- E. All three references will be added together for a maximum of 45 Points total.

7. COST PROPOSAL

(Max 405 Points Total)

- A. The proposed work should be broken down and outlined in the Work Plan or Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones cannot exceed \$500,000.00. The proposal will be disqualified, and not be scored, if the cost is greater than \$500,000.00.
- B. All Proposers who pass the Minimum Qualifications will have their Cost Proposal reviewed and evaluated.

8. PREFERENCE AND INCENTIVE PROGRAMS

The State established the following preference programs to encourage participation in state contracting by various segments of the business community and to stimulate business and employment in geographic areas determined to be economically distressed.

A. Small Business Preference

A 5 percent proposal preference is available to a certified small business (SB) Proposer. This preference is also available to a non-small business (NSB) claiming 25 percent California certified small business subcontractor participation. Information regarding this preference program may be obtained at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-EnterpriseBusiness-Enterprise>. The Small Business preference will be applied to those Proposers showing their Small Business eligibility by submitting a copy of their DGS-issued active Small Business Certification (Attachment 11).

Small Business Preference Example (Single Award, based upon point value):

| | Proposer A | Proposer B | Proposer C |
|------------------------------------|-------------------|-------------------|-------------------|
| Proposer Status | NSB | NSB w/ 25% | SB |
| Preference Applicable? | | X | X |
| Original Proposal Point Total | 100 | 93 | 97 |
| Apparent Highest Proposal Score | X | | |
| Pref. Amount (5% of Highest Score) | 0 | 5 | 5 |
| Revised Proposal Point Total | 100 | 98 | 102 |
| Revised Highest Score | | | X |

Explanation of Example:

The highest scoring Proposer after evaluation is Proposer A, which is a NSB not claiming a SB subcontracting preference. Since both Proposer B and Proposer C claim a SB Preference, 5 percent of Proposer A's proposal score is added to those of Proposer B and C. In the example above, 5 percent of 100 points is 5 points. After applying these preferences, Proposer C's revised proposal score is higher than the other proposals, making them the revised apparent highest scoring Proposer.

B. Target Area Contract Preference Act

Information regarding this preference program may be obtained at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

Proposers seeking to obtain a Target Area Contract Preference Act (TACPA) preference must complete and submit the Target Area Contract Preference Act Preference Request, STD. 830, with the Proposal. This form is available to download at the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

C. DVBE Incentive Program

In addition to the 3 percent DVBE participation goal, and in accordance with Section 999.5(a) of the Military and Veterans Code, a DVBE incentive may be given to responsive and responsible Proposers who commit to DVBE participation above the required 3 percent participation goal. Information and instructions regarding this DVBE incentive program with which each Proposer must comply in order to be awarded DVBE incentive points may be obtained at the following link:

[https://www.dgs.ca.gov/-](https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C)

[/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C](https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C)

[https://www.dgs.ca.gov/-](https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C)

[/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C](https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C)

The incentive will vary in conjunction with the percentage of DVBE participation in accordance with the table below.

| <u>Confirmed DVBE Participation of:</u> | <u>DVBE Incentive</u> |
|---|-----------------------|
| 5% or over | 5% |
| 4% to 4.99% | 4% |
| 3.01% to 3.99% | 3% |

Disabled Veteran Business Enterprise Incentive Example (Single Award):

| | Proposer A | Proposer B | Proposer C |
|-------------------------------------|-------------------|-------------------|-------------------|
| Proposer Status | NSB | NSB w/ 3.5% | DVBE |
| Incentive Applicable? | | X | X |
| Original Proposal Point Total | 100 | 95 | 97 |
| Apparent Highest Proposal Score | X | | |
| Incentive Qualified | | 3% | 5% |
| Incent. Amount (% of Highest Score) | 0 | 3 | 5 |
| Revised Proposal Point Total | 100 | 98 | 102 |
| Revised Highest Score | | | X |

Explanation of Example:

The highest scoring Proposer after evaluation is Proposer A, which is a NSB not claiming a DVBE subcontracting incentive. Proposer B claims (and qualifies for) a DVBE incentive of 3.5 percent. Proposer C is a DVBE, which qualifies them for a 5 percent incentive. To apply the incentive, 3 percent of Proposer A's proposal point total is added to Proposer B's proposal point total, resulting in a revised proposal of 98 points. 5 percent of Proposer A's proposal point total is added to Proposer C's proposal point total resulting in a revised proposal of 102 points. After applying the

incentives, Proposer C’s revised proposal (102 points) is higher than the other proposals, making them the revised apparent highest scoring Proposer.

D. Calculation of Multiple Preferences: In the event that Proposers qualify for the SB preference and/or the DVBE incentive, the SB preference shall be calculated first. In circumstances where the HCD will award a single agreement as a result of this solicitation, in accordance with Government Code section 14838, subdivision (g), the DVBE incentive will not be calculated if, after the application of the SB preference, an SB Proposer is the apparent highest scoring Proposer unless another SB Proposer is also a DVBE or has subcontracted with DVBE firms.

Note: In accordance with Government Code section 14838, subdivision (g), in the event of a precise tie between a small business or microbusiness, and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness.

Example of the Calculation of Multiple Preferences:

| | Proposer A | Proposer B | Proposer C | Proposer D |
|-------------------------------------|------------|------------|------------|------------|
| Proposer Status | NSB | NSB w/ 25% | DVBE | SB |
| SB Pref. Applicable? | | X | | X |
| Original Proposal Point Total | 100 | 98 | 97 | 96 |
| Apparent Highest Proposal Score | X | | | |
| SB Pref. Amt. (5% of Highest Score) | 0 | 5 | 0 | 5 |
| Revised Proposal | 100 | 103 | 102 | 101 |
| Revised Highest Scoring Proposer | | X | | |
| DVBE Incentive Applicable? | | | X | |
| Incentive Qualified | | | 5% | |
| Incent. Amt. (% of Low Proposal) | 0 | 0 | 5 | 0 |
| Revised Proposal Point Total | 100 | 103 | 107 | 101 |
| Revised Highest Score | | | X | |

- 1) The DVBE Program Incentive will be applied during the evaluation process to responsive and responsible Proposers.
 - a) Proposer additional incentive considerations:
 - i. Commit to using certified DVBE(s) for more than 3 percent of the bid value.
 - ii. Document DVBE participation on the Bidder Declaration GSPD-05-105, Attachment 12.
 - iii. Provide Veteran Business Enterprise Declarations (DGS PD 843), Attachment 13 for each DVBE subcontractor.
 - b) At HCD’s option prior to contract award, a Proposer is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements. When requested, the document(s) must be submitted within the timeframe

identified in the notification. Failure to submit the written confirmation as specified may be grounds for proposal rejection.

- c) Pursuant to Military and Veterans Code section 995.5, only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this RFP may qualify the Proposer or be used to qualify the Proposer for a DVBE participation goal and/or DVBE incentive.
- d) Commercially Useful Function (CUF) Disclaimer
 - i. Each certified SB/MB or DVBE must perform a commercially useful function. Proposers who are found to not be performing a CUF will have their proposals deemed non-responsive. A SB/MB or DVBE is deemed to perform a commercially useful function when the business does all of the following:
 - A) Is responsible for the execution of a distinct element of the work of the agreement.
 - B) Carries out its obligation by actually performing, managing, or supervising the work involved.
 - C) Performs work that is normal for its business services and functions.
 - D) Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
 - E) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - ii. Agreements resulting from this solicitation shall afterwards be monitored for compliance with CUF for the duration of the agreement.
- e) Locating DVBE Subcontractors
 - i. State Resources: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov.
 - ii. To begin, click on "Find Public Procurement Information," then click "Search for California Certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)." Search by "Keywords" or "UNSPSC Classifications" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this RFP prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov

9. SUBMISSION OF PROPOSALS

- A. Proposals must provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- B. The Proposal must be submitted electronically. Proposers will be required to request access to the Vendor RFP Uploads Portal by the time identified in the Schedule of Events table on the second page of this RFP prior to submitting a Proposal.

- C. Access to the Vendor RFP Uploads Portal must be requested by sending an email to ServiceContracts@hcd.ca.gov and Danielle.Ochoa@hcd.ca.gov identifying the name(s) and email(s) of staff requiring access to the Vendor RFP Uploads Portal.
- D. All Proposals must be submitted electronically to HCD by the date and time shown in the Schedule of Events table on the second page of this RFP. Proposals received after the final submission date and time will not be considered.
- E. It is the responsibility of the Proposer to use a clear naming convention for all documents.
- F. Submit one complete Proposal labeled, “**Master Copy**”. Proposal must include the cover letter, attachments, and all other required documentation.
- G. If Proposal contains confidential or proprietary information, submit one complete Proposal labeled, “**Reproduction Copy**”. No proprietary information should be included. The Proposal includes the cover letter, attachments, and all other required documentation. All pages containing proprietary information should be removed and a cover sheet must be included which provides the total number of pages and identification of all pages removed due to proprietary/confidential information. Please note, although the Department will exercise its right to withhold certain information under the Public Records Act, by submitting materials to the Department, Proposer is consenting to disclosure of any such materials (even if Proposer considers them confidential) as determined in the discretion of the Department.
- H. All documents contained in the Proposal package must be signed by an individual who is authorized to bind the Proposer. The signature must indicate the title or position that the individual holds in the Proposer. An unsigned Proposal may be rejected.
- I. If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
- J. All proposals are required to include the documents identified as required on the Attachment 1: Required Attachment Checklist. Proposals not including the proper “required attachments” will be deemed non-responsive. **A non-responsive proposal is one that does not meet the basic proposal requirements. Proposals deemed non-responsive may be rejected.**
- K. **A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. HCD may reject any or all proposals and may waive any immaterial deviation in a proposal. HCD’s waiver of immaterial defect will in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.**
- L. A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- M. A Proposer may withdraw its proposal by submitting a written withdrawal request to ServiceContracts@hcd.ca.gov and Danielle.Ochoa@hcd.ca.gov signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- N. HCD may modify this RFP prior to the date fixed for submission of Proposals by the issuance of an addendum in the same manner as the original RFP was released. HCD reserves the right to reject all proposals.
- O. Proposers are cautioned to not rely on the Department during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.

- P. More than one (1) proposal from an individual, Proposer, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants of such collusion will be considered in this or future procurements.
- Q. HCD does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC) are not negotiable.
- R. Proposers must carefully examine the requirements of this RFP. No additions or increases to the agreement amount will be made due to lack of careful examination and specifications and requirements.
- S. No Proposer-initiated contact will be allowed between Proposers and members of the Evaluation Panel, or HCD staff, after issuance of this RFP document, with the exception of the contact person named.
- T. No oral understanding or agreement will be binding on either party.

10. EVALUATION AND SCORING PROCESS

- A. The HCD Evaluation Team will be responsible for the review and evaluation of Proposals. The proposal will be reviewed, and points will be assigned based on a general assessment. Proposals must include clear and distinctive explanations; and not provide a repeat of the RFP requirements but demonstrate a well thought out approach to meeting the requirements of the RFP.
- B. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with Section 3, Proposal Requirements and Information and Section 9, Submission of Proposals of this RFP.
- C. HCD will evaluate each proposal to determine its responsiveness to the requirements outlined in this RFP.
- D. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
- E. Each Proposer’s Minimum Qualifications will be evaluated based on a pass/fail evaluation. If the Proposer meets all Minimum Qualifications, then the Technical Proposal, Proposer References, Cost Proposal, and Interview (if needed) will be evaluated and scored.
- F. HCD will use a “highest points” methodology to determine which proposal is awarded. Proposals will be evaluated according to the following criteria:

| | Scoring Criteria Category | Max. Points Assigned |
|----|---|-----------------------------|
| 1) | Minimum Requirements and Qualifications | (Pass/Fail) |
| 2) | Technical Proposal | |
| | A. Capabilities & Competence | 430 |
| | B. Methodology and Program Strategies | 375 |
| 3) | Proposer References | 45 |
| 4) | Cost Proposal | 405 |
| | TOTAL* | 1,255 |
| 5) | Interview, if needed | 60 |

| | Scoring Criteria Category | Max. Points Assigned |
|--|----------------------------------|-----------------------------|
| | TOTAL with Interviews* | 1,315 |

*Small Business Preference and DVBE incentive points will be added to the total. See Section 8, Preference and Incentive Programs for details.

G. There are (805) maximum possible number of points for the entire Technical Proposal. HCD will use the following scoring system to assign points to the Technical Proposal:

| <u>Rating</u> | <u>Description</u> | <u>Share of Max. Points</u> |
|----------------------|--|------------------------------------|
| <u>Excellent</u> | Proposal response (i.e., content and/or explanation offered) exceeds HCD’s needs/requirements or expectations with no omissions or defects. Proposer offers one or more methods or approaches that will enable performance to exceed HCD’s expectations. | <u>100%</u> |
| <u>Good</u> | Proposal response (i.e., content and/or explanation offered) fully meets HCD’s needs/requirements or expectations with no omissions or defects. | <u>75%</u> |
| <u>Fair</u> | Proposal response (i.e., content and/or explanation offered) satisfactorily meets HCD’s needs/requirements or expectations. The omission(s) or defect(s), if any, are inconsequential. | <u>50%</u> |
| <u>Poor</u> | Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets HCD’s needs/requirements or expectations. The omission(s) or defect(s), if any, make the proposal unsatisfactory. | <u>25%</u> |
| <u>No Rating</u> | Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet HCD’s needs/requirements or expectations. The omission(s) or defect(s) are significant and unacceptable. | <u>0%</u> |

H. Reference Requirements Scoring- Only the first three references included in the proposal will be scored. Any references in addition to three will not be considered or receive additional points. A maximum of 45 points (average of all three references) are available for this comparison element. Each Reference Check Form will be scored by the total number of points received (Max. 225 points) divided by the total number of performance areas on the reference score (15 performance areas). Total Reference Score will be the sum of all three references.

Formula to find the adjusted score per Reference Check Form:

$$\frac{\text{Total Points Received}}{\text{Total number of performance areas}} = \text{Score of Reference Check Form}$$

Example: In the sample scenario provided below, Proposer A submits three references and each totals the maximum 225 points under the Reference Check Form Rating. The three references are totaled, arriving at 675; and then divided by 45 (15 performance areas x three) to arrive at the adjusted points out of the maximum 15 points possible for Proposer A, per reference.

This same process is applied to Proposer B and C.

| A | B | | | C | D | Total |
|----------|------------------|--------|--------|-------------------------|------------------------------------|--------------------------------------|
| Proposer | Reference Points | | | Subtotal (Sum Col B) | Adjusted Points (Col C ÷ 45) | Adjusted Points x 3 references |
| A | 225.00 | 225.00 | 225.00 | 675.00 | 15 | 45 |
| B | 115.00 | 195.00 | 225.00 | 535.00 | 11.89 | 35.7 |
| C | 192.00 | 165.00 | 159.00 | 516.00 | 11.47 | 34.4 |

If the Proposer does not provide three completed reference check forms, the Proposer will lose all 45 possible points allowed on the scoring criteria.

I. Cost Proposal (Max. 405 Points)

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

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

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

Example: Lowest cost proposal = \$ 175,000
Proposer's cost proposal = \$200,000
Max. cost points = 405 points

$$\text{Proposer's cost points} = \frac{\$175,000}{\$200,000} \times 405 = 354.38 \text{ points awarded to other Proposer}$$

J. Interview, if needed (Max. 60 Points)

At the discretion of HCD, the top three highest scoring Proposers may be invited to an interview with HCD to clarify information in Proposer's response. Interviews will be held virtually using the MS Teams or Zoom platform.

Key Personnel identified by the Proposer in the proposed project team must be present and participate in the interview. The HCD Evaluation Team expects the Proposer to describe their understanding of the work, their approach to performing the work, and to respond to questions on their execution of a similar project. The interview does not include a presentation about the Proposer's corporate/company qualifications or is not an opportunity to submit additional information not included in the original proposal. Interviews will be evaluated based on candidate's ability to communicate clearly and work well in a team environment. The response to each interview question will be rated as follows:

POINTS:

- 0 = Not Qualified
- 5 = Somewhat Qualified
- 10 = Qualified
- 15 = Well Qualified

K. Final Scoring

- 1) Scores from Technical Proposal, Proposer References, and Cost Proposal (and interviews, if needed) will be added together and sub-totaled. The maximum points possible for the subtotal will be 1,255 points without interviews (and 1,315 with interviews). Small Business (SB) Preference Points will be awarded in accordance with state policies, along with Disabled Veteran Business Enterprise (DVBE) Incentive points and TACPA points. The Preference Points, DVBE Incentive points and TACPA points will then be added to the subtotal of the scores from Technical Proposal, Proposer References, and Cost Proposal (and interviews, if needed), resulting in a Final Score.
- 2) In accordance with Government Code section 14838, subdivision (g), in the event of a precise tie between a small business or microbusiness, and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness
- 3) Award, if made, will be to the responsive and responsible Proposer earning the highest overall score, taking into consideration any applicable preferences and incentives as outlined in Section 8, Preference and Incentive Programs.

11. AWARD AND PROTEST

- A. The contract will be awarded to the Proposer who scored the highest total points in the Evaluation and Scoring Process.
- B. Notice of the proposed award will be on Cal eProcure at <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx> for five working days prior to awarding the agreement.
- C. Award of the contract is subject to the review and approval of the Department of General Services (DGS). Work may not begin until the contract has been approved by the DGS.
- D. Prior to the award of agreement, a Proposer may file a protest with the DGS, Office of Legal Services (OLS). The protest notification should identify the grounds of the protest, including that the protesting Proposer would have been awarded the agreement had the HCD correctly applied the evaluation standard in the RFP, or followed the evaluation and scoring methods in the RFP.
- E. Protest notifications must identify the Awarding Agency, Housing and Community Development and RFP Number 22-50-012.
- F. Protest Notification must be sent to both of the following addresses:

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

Housing and Community Development
Contract Services Section
Attention: Danielle Ochoa
2020 West El Camino Avenue, Suite 13,
Sacramento, CA 95833
ServiceContracts@hcd.ca.gov

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

12. GENERAL INFORMATION

A. Errors and Omissions

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

B. Addenda

- 1) HCD may modify any part of the RFP, prior to the date Proposals are due, by issuance of one or more addenda. Addenda will be numbered consecutively and posted to the Cal eProcure website.

C. Clarifications

- 1) HCD may request clarifications from Proposers at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the Proposal. HCD will request in writing the Proposers provide the documentation required and the timeline for submission. Failure to submit the required documentation by the date and time indicated may cause HCD to deem the proposal nonresponsive or require HCD to eliminate the proposal from consideration due to a Proposer's failure to satisfy minimum requirements.
- 2) If deemed necessary by HCD, at its sole discretion, the following omitted and/or additional information may be collected electronically via the Vendor RFP Uploads Portal.
 - a) Copies of any form submitted without a signature. This provision does not apply to unsigned Cover Letter (see Section 3.B of this RFP).
 - b) Data or documentation omitted from any submitted attachment or form.
 - c) Information and material needed to clarify or confirm certifications or claims made by a Proposer.
 - d) Information or material needed to correct or remedy an immaterial defect in the Proposal.
 - e) Other than information requested by HCD, no Proposer will be allowed to alter the Proposal or add new information after the final filing date.

13. OTHER CRITERIA

A. Right to Reject Any or All Proposals

The policy of HCD is to solicit Proposals with a bona fide intention to award a contract. This policy will not affect HCD's right to reject any or all Proposals or to cancel the RFP at any time.

B. Proposer's Costs

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

C. Review of Proposals Subsequent to Contract Award

Written or oral Proposal evaluation debriefings will not be given to unsuccessful Proposers. All Proposals and the final scoring summary sheet are retained by HCD as a permanent record and will be made available for public inspection.

D. Conflict of Interest

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

E. Statement of Economic Interest

The Contractor personnel assigned to the tasks are considered consultants under California law. The Fair Political Practices Commission (FPPC) requires consultants that make or participate in governmental decisions comply with state financial disclosure rules and take ethics training. A consultant must file a Statement of Economic Interests (Form 700) within thirty (30) days of assuming office. This form is for the HCD's internal use and should be maintained by the HCD in the same manner as the agency's conflict of interest code. For more information, refer to the FPPC website www.fppc.ca.gov and Regulation 18700.3 and 18734.

F. Corporate Qualifications to Do Business in California

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

G. Follow-On Contracts

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

H. Execution of Contract

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

14. REQUIRED ATTACHMENTS

Attachment 1: Required Attachments Checklist

A complete proposal or proposal package must consist of the items identified below.

Complete this checklist to confirm the items submitted in the proposal. Place a check mark or “X” next to each item that is included with the response to HCD. **For a proposal to be responsive, all required documents and attachments must be submitted. This checklist must also be returned with your proposal package.**

Part One: Required documents

Name/Description

| | |
|-------------------|------------------------------|
| <u> </u> | Table of Contents |
| <u> </u> | Cover Letter |
| <u> </u> | Minimum Qualifications |
| <u> </u> | Technical Proposal Responses |

Part Two: Required Forms Attachment Name/Description

| | | |
|-------------------|---------------|--|
| <u> </u> | Attachment 1 | Required Attachments Checklist |
| <u> </u> | Attachment 2 | Proposal/Proposer Certification Sheet (with original signature) |
| <u> </u> | Attachment 3 | Proposer Reference Check Form (total of 3) |
| <u> </u> | Attachment 4 | Proposer Cost Proposal |
| <u> </u> | Attachment 5 | Executive Order N-6-22 Certification |
| <u> </u> | Attachment 6 | <u>Darfur Contracting Act Certification</u> |
| <u> </u> | Attachment 7 | <u>Contractor Certification Clauses (CCC 04/2017)</u> |
| <u> </u> | Attachment 8 | <u>California Civil Rights Laws Certification</u> |
| <u> </u> | Attachment 9 | <u>Payee Data Record (STD 204)</u> |
| <u> </u> | Attachment 10 | <u>Payee Data Record Supplement (STD 205)</u> (Optional) |
| <u> </u> | Attachment 11 | <u>Small Business Certification/DVBE Certification (if applicable)</u> |
| <u> </u> | Attachment 12 | <u>Bidder Declaration (GSPD-05-105)</u> |
| <u> </u> | Attachment 13 | <u>DVBE Declaration Form (DGS PD 843) (if applicable)</u> |
| <u> </u> | Attachment 14 | <u>Target Area Contract Preference Act (TACPA)</u> (if applicable) |

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 submitted electronically in accordance with the RFP instructions. Instructions for completing the Proposal/Proposer Certification Sheet follow.

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

1. Designation of Official Contact Person

The individual to whom all RFP information and correspondence should be transmitted is:

- a. Firm Name:
- b. Contact Name and Title:
- c. Address:
- d. Phone Number:
- e. E-Mail Address:

2. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:

- a. California Small Business Yes No
- b. Disabled Veteran Business Enterprise Yes No
- c. California Micro Business Yes No

NOTE: A copy of your Department of General Services (DGS) Certification is required to be included if any of the above items are checked “Yes.”

Statement of Compliance

Proposer has, unless exempted, complied with the State of California’s requirements pertaining to the development, implementation, and maintenance of the nondiscrimination program. (California Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 11102, et. seq.)

3. Contract Execution Information

a. If awarded a contract, the individual to whom the contract should be transmitted is:

- i. Contact Name and Title:
- ii. Address:
- iii. Phone Number:
- iv. Fax Number:
- v. E-Mail Address:

b. The name of the company officer authorized to sign this contract is:

- i. Name and Title:
- ii. Address:
- iii. Phone Number:
- iv. Fax Number:
- v. E-Mail Address:

4. Proposer's location of office where services would be completed:

- a. Business Address:
- b. City, State and Zip Code:

The undersigned hereby certifies that they are an individual authorized to bind the firm contractually and said signature authorizes verification of this information. By virtue of submitting a Proposal, the Proposer certifies that the firm meets all requirements of the RFP, including all minimum qualifications as set forth in Section 4, Minimum Qualifications for the Proposer, and is qualified and capable of providing services set forth herein.

Authorized Signature

Date

Name and Title (Please Print)

Attachment 3: Proposer Reference Check Form

Proposers will ask each of the three references to fill out and sign this reference check form for services performed within the last five years, in accordance with the instructions provided in Section 6, Proposer Reference Requirements.

Potential Contractor: _____

| | | |
|--|----------------------------|------|
| Name of Business | | Date |
| | | |
| Business Address | | |
| | | |
| Name of Reference | Reference's Title | |
| | | |
| Reference's E-mail Address | Reference's Contact Number | |
| | | |
| Working/Reporting Relationship to the Contractor | | |
| | | |
| Identified Project and Type of Service(s) | | |
| | | |
| Award Amount | Actual Cost | |
| | | |
| Scheduled Project Period | Actual Project Period | |
| | | |
| Contractor's Key Personnel | | |
| | | |

Potential Contractor: _____

| Performance Evaluation | |
|---|---|
| A. How would you rate the Contractor's performance over the course of the Project in the following areas? (Please enter a score between 0-15 per area) | |
| 0-5 = Poor, 6-10 = Adequate, 11-15 = Excellent | |
| 1. Technical Competency | Rate Each Category: 0-15 |
| Key Technical Personnel | |
| Additional Staff and/or Key Subcontractors | |
| 2. Scheduling | |
| Plan and implement work timely | |
| Take measures to mitigate delays | |
| 3. Cost Control | |
| Stay within the budget, efficient use of resources | |
| Accuracy and timeliness of invoices | |
| 4. Staffing | |
| Use of correct level of expertise for tasks | |
| Availability of staff resources | |
| 5. Quality of work | |
| Accuracy and completeness of information provided | |
| 6. Deliverables/Submittals | |
| Quality of the Deliverables/Submittals | |
| Timeliness of the Deliverables/Submittals | |
| 7. Teamwork | |
| Cooperative, responsive, and problem-solving | |
| 8. Communication | |
| Clear and timely communication on technical, schedule, and/or budget issues or changes | |
| 9. Conflict Resolution | |
| Ability to positively respond to critical feedback | |
| B. Would you hire the Contractor again? (Maximum points: 15 points) (check one) | |
| <input type="checkbox"/> Yes (15 points) | <input type="checkbox"/> Conditionally (7 points) |
| <input type="checkbox"/> No (0 points) | |

I certify that all information provided above is true and correct.

Reference Signature, Name and Title

Attachment 4: Proposer Cost Proposal

Proposer's Name: _____

The Proposer must provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the tasks outlined in the Scope of Work, Exhibit A, at the rates specified below. HCD makes no guarantee, expressed or implied, on the actual amount of services/hours that will be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement will be for actual expenditures incurred. The rates referenced below will be binding for the term of the Agreement.

Labor Rates

| Role/Classification* | Hourly Rates* | Number of Hours | Extended Total |
|----------------------|---------------|-----------------|----------------|
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Total Cost | | | \$ |

* The Proposer must submit the hourly labor rates and roles for each team member, including subcontractor(s), that will perform work under the submitted proposal. The hourly rates submitted for each role will be fixed for the term of the Agreement and must not be exceeded.

Labor Summary by Task/Deliverable

Proposer must submit the estimated total cost of each task listed in the table.

| Tasks (Detailed description of each task can be found in Exhibit A Scope of Work, Contractor Tasks and Milestones) | Roles Assigned to complete task | Hours per role to complete the task | Total Cost per task |
|---|---------------------------------|-------------------------------------|---------------------|
| 1. Work Plan | | | \$ |
| 2. Contract Kickoff | | | \$ |
| 3. Environmental Scan (Beginning) | | | \$ |
| 4. HCD Leader Session(s) | | | \$ |
| 5. All Staff Sessions | | | \$ |
| 6. Recommendations Report | | | \$ |
| 7. Plus/Delta #1 | | | \$ |
| 8. 2023 Annual Implementation Plan | | | \$ |
| 9. Updated Strategic Plan | | | \$ |
| 10. Fall Divisional Summit Presentation (2023) | | | \$ |
| 11. Training | | | \$ |
| 12. Divisional Operations Plans | | | \$ |
| 13. Environmental Scan (End) | | | \$ |
| 14. 2024 Annual Implementation Plan | | | \$ |
| 15. Fall Divisional Summit Presentation (2024) | | | \$ |
| 16. Plus/Delta #2 | | | \$ |
| 17. Contract Closeout Report | | | \$ |
| Total Cost: | | | \$ |

| | |
|---|---------|
| Other Direct Costs below are incorporated into the overall contract value and will not be a part of the Cost Proposal. This is maximum allowance amount to cover any cost for travel throughout the term of the Agreement. ** | |
| Other Direct Costs | COST |
| Travel | \$5,000 |

**HCD will reimburse the Contractor for travel expenses not to exceed rates specified by the California Department of Human Resources (CalHR) <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> Contractor must get prior approval from HCD before initiating any travel expenses.

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

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

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

Attachment 5- Executive Order N-6-22 Certification- Russia Sanctions

STATE OF CALIFORNIA
CERTIFICATION REGARDING
EXECUTIVE ORDER N-6-22
 HCD ADM 127 (REV 4/22)

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

CERTIFICATION REGARDING
EXECUTIVE ORDER N-6-22

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

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

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

Attachment 6-14

These attachments can be accessed via the links included in [Attachment 1, Required Attachment Checklist](#).

15. PROPOSED CONTRACT WITH SAMPLE EXHIBITS & ATTACHMENTS

Proposed Contract - STD 213 Example

Reset Form Print Form SCO ID: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

| | |
|------------------|---|
| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (if Applicable) |
| | |

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

CONTRACTING AGENCY NAME _____

CONTRACTOR NAME _____

2. The term of this Agreement is:

START DATE _____

THROUGH END DATE _____

3. The maximum amount of this Agreement is:

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

| Exhibits | Title | Pages |
|-------------|--------------------------------------|-------|
| Exhibit A | Scope of Work | |
| Exhibit B | Budget Detail and Payment Provisions | |
| Exhibit C * | General Terms and Conditions | |
| + | | |
| - | | |

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/PLS/Resourcing>

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

CONTRACTOR

CONTRACTOR NAME (Please print name of individual, or name whether a corporation, partnership, etc.) _____

CONTRACTOR BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP _____

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

CONTRACTOR AUTHORIZED SIGNATURE _____ DATE SIGNED _____

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME _____

CONTRACTING AGENCY ADDRESS _____ CITY _____ STATE _____ ZIP _____

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

CONTRACTING AGENCY AUTHORIZED SIGNATURE _____ DATE SIGNED _____

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL _____ EXEMPTION (if Applicable) _____

Proposed Contract - Exhibit A: Scope of Work

SCOPE OF WORK

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

1. Contractor Name, hereafter referred to as the “Contractor”, agrees to provide to the Department of Housing and Community Development, hereafter referred to as “HCD” or “Department” with strategic planning consultative services “Work” as described herein.
2. Work will be provided at 2020 West El Camino Avenue, Sacramento, CA 95833, other HCD locations and off-site locations as needed, or remotely, during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
3. The Representatives during the term of this Agreement will be:

| | |
|---|-----------------------------|
| Department of Housing and Community Development | Insert Contractor name here |
| Section/Unit: Organizational Development Unit | Project Manager |
| *Contract Manager: TBD | Title: |
| Address: 2020 West El Camino Avenue, Suite 250 Sacramento, CA 95833 | Address: |
| Phone No.: | Phone No.: |
| Email: | Email: |

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

4. Specifications and Detailed Description of Work
 - A. Purpose and background: HCD’s policy goals are to increase and preserve housing supply attainable across all income levels, improve access to opportunity, execute on the state’s climate change goals, and lead efforts to end, rather than manage, homelessness.

HCD’s various administration groups support multiple program functions to ensure the timely and efficient delivery of housing and homelessness services to all Californians. HCD supports the state goal of access to critical funding resources that can help address some of California’s most pressing needs, especially those related to the Coronavirus (COVID-19) and the statewide affordable housing crises, impacting some of California’s most vulnerable populations.

While the Governor and Legislature continue to prioritize funding to alleviate the housing crisis and homelessness epidemic by supporting numerous HCD managed programs, historically HCD has focused on allocating resources to the program operations functions. Recent expansion of administrative functions will address the workload resulting from HCD's increase in size and complexity and support ongoing initiatives to transition HCD to a mature mid-sized department.

Over the past four fiscal years, HCD has increased rapidly in size and complexity. During this period, the Department added 37 new programs, representing a 51 percent increase in programs. This correlates to an increase of approximately \$6 billion in funding, totaling a 547 percent increase to the budget. Over the same period, staffing levels increased by 517 positions, totaling an 89 percent increase. To address the rapid rate of growth, HCD has had to use a variety of strategies to support program implementation in the timeframe required to address the housing and homelessness crises, which have been exacerbated by the COVID-19 pandemic.

- B. The Contractor will provide services to update HCD's current strategic plan and provide organizational consulting in developing, designing, and redesigning existing programs and services that serve marginalized populations. Those populations include the following:
- 1) Small and/or low-capacity jurisdictions (e.g., rural, non-entitlement and other low-capacity)
 - 2) Recognized and Non-Recognized California American Indian Communities
 - 3) Black, Indigenous, and other People of Color (BIPOC)
 - 4) Latinx/ Latine
 - 5) Asian and Pacific Islanders
 - 6) Immigrants
 - 7) People with criminal records, disabilities, mental health and substance use vulnerabilities, housing insecurity, and limited English proficiency or other language barriers
 - 8) People who are LGBTQ+ or gender nonconforming
 - 9) People who earn less than 50 percent of their area median income
 - 10) Other individuals who may have barriers to access traditional mainstream support

The Contractor will spend bulk of the work providing experienced consultation and guidance to conduct organizational structure assessment, analysis, and recommendations to provide significant business systems and program service delivery changes designed to have outcome-based impacts to HCD end users and beneficiaries.

5. Contractor Responsibilities

Portions of the awarded Proposer's technical proposal may be included in this agreement including but not limited to the work plan and deliverable schedule.

A. ORGANIZATIONAL EFFECTIVENESS CONSULTATION

The Contractor will:

- 1) Provide consultation and guidance in designing organizational structure, program planning and evaluation methodologies, and governance systems to optimize service delivery to HCD end users and beneficiaries.
- 2) Provide consultation and guidance in stakeholder relations and community engagement with stakeholder groups that frequently engage with HCD, including "extremely low" to "low income" and disproportionately marginalized communities, tribal entities, government entities at the local, state, and federal levels, small and low-capacity jurisdictions, as well as the other marginalized populations listed above.

- 3) Facilitate and lead stakeholder assessment and analysis to identify gap areas with the goal to enhance and improve stakeholder relations and gain deeper understanding of needs and expectations of the communities and beneficiaries which HCD serves.
- 4) Provide consultation and guidance to enhance existing business services portfolios and project portfolios across divisions, through a customer-centric lens, with consideration to managing people, processes, and technology.
- 5) Develop and implement a comprehensive education, outreach, marketing, and communication plan utilizing a variety of methods tailored to various audiences, both internal and external, in collaboration with HCD communication plan initiatives when appropriate.
- 6) Deliver assistance that results in stronger internal capacity building to assess and adapt to organizational needs and changes. Develop knowledge, skills, abilities, and accountability systems that strengthen the executive, senior, and management leadership teams, as well as rank and file staff to cultivate a culture of excellence.

B. UPDATED STRATEGIC PLAN

The Contractor will provide consultation in the process of updating the department's strategic plan and work with designated HCD executive team members, managers, supervisors, project team members, and the Organizational Development Division. The contractor will develop an updated three to five year Department Strategic Plan that reflects the outcomes of any and all organizational structure assessments, analysis, and changes identified. The strategic plan update process will include the following:

- 1) Define and communicate the participation expectations for all HCD employees with respect to the update process, including the objectives, scope, process overview, participation requirements, and desired outcomes from the strategic planning process;
- 2) Develop and document a system of capturing outcome-based performance metrics, which can be administered periodically and consistently to gather, evaluate and report outcome-based data before, during, and after the update process;
- 3) Perform an environmental scan at the beginning of the contract and provide recommendations based on internal and external operational considerations, and at the end of the contract to provide outcome-oriented key performance indicators;
- 4) Guide the strategic plan update adapting HCD's current "Balanced Scorecard" methodology as needed, with a focus on promoting stakeholder relations, community engagement, and organizational maturity relative to risk management, change management, diversity, equity and inclusion principles, and information technology best practices;
- 5) Develop and facilitate an updated strategic plan which includes the Department's vision, mission, values, goals and strategic priorities, objectives, and implementation plans in a way that is productive for the organization and energizing for the participants;
- 6) Present findings, updates, and deliverables at the fall, Senior Leadership Team Divisional Summits (2023 and 2024).

C. ORGANIZATIONAL CHANGE MANAGEMENT GUIDANCE

The Contractor will:

- 1) Collaborate with Organizational Development Division members in the development and execution of all change management plans;
- 2) Provide virtual and onsite training and facilitation at HCD's headquarters and Codes and Standards Main Office, using a training framework that includes train-the-trainer workshops, tools, and techniques to manage and mitigate resistance to change;
- 3) Guide leaders, recommend communication tools and methods to effectively introduce, reinforce, and facilitate changes to the organization and leverage methodologies taught in the Organizational Development Division's Business Process Improvement trainings to promote the CalHR core competency of the Innovative Mindset;
- 4) Develop, collect, and monitor key performance indicators to evaluate successful change implementation.

D. ANNUAL IMPLEMENTATION PLAN

The Contractor will:

- 1) Provide a sustainable and repeatable implementation plan with recommendations, tools, techniques, and training to support an ongoing platform for continuous learning and improvement in customer service, performance and value to customers, and a closeout report upon completion of the contract.
- 2) Provide specific recommendations on the order of operations and annual priorities for implementing and communicating any organizational structure redesign, reorganizations, the updated plan, identifying realistic timeframes, and measurable goals for incremental improvement;
- 3) Identify, assess and evaluate the effectiveness of the nexus between risk identification, risk mitigation, risk prevention strategies as documented in the Enterprise Risk Management Handbook, and the internal audit function, and make recommendations on best practices to align and integrate with HCD's strategic goals;
- 4) Provide specific recommendations on internal control processes that can give oversight to strategy execution, including best practice strategies that align with all administrative governance structures (see paragraphs 6.F, 6.G and 6.H) that will need to be implemented or modified to enhance organizational maturity, and develop or update procedures for those internal controls selected for adoption;
- 5) Co-facilitate with the Organizational Development Division and designated divisional Leaders to adapt division-level operational plans to align with HCD's updated strategic plan.

6. The Contractor will:

- A. Develop a comprehensive work plan detailing all activities and deliverables within first 30 business days, subject to review, modification and/or approval by HCD within 15 business days of receipt of plan. The detailed project work plan will identify, at a minimum, the following items:
 - 1) Each task and activity required to achieve and accomplish a critical milestone;
 - 2) Critical milestones, deliverables and decision points;
 - 3) Any tasks that are inter-related with one another;
 - 4) Any task that has dependencies and identify such dependencies;
 - 5) Start and end dates for each task, milestone and/or critical decision points;
 - 6) Staff resources including type and number of hours for each resource.
- B. Provide a weekly status report to the HCD Contract Manager that documents tasks/assignment for each Contractor staff resource, and include accomplishments for tasks completed, tasks and activities for the coming month, percentage complete for tasks in progress, schedule of availability, and any project obstacles.
- C. Attend meetings with HCD personnel to discuss initiatives, perform staff interviews to obtain feedback, and provide updates to HCD Contract Manager.
- D. Provide all electronic documents in a format compatible with HCD's standard applications (i.e., Microsoft Office Suite and Adobe).
- E. Perform regular and ongoing updates to the project work plan based on findings, progress, and "Plus/Delta" reflections. These ongoing updates will occur throughout the term of this Agreement as required by the HCD Contract Manager.
- F. Perform Environmental Scans.
- G. Align strategic objectives and organizational maturity metrics taking into consideration best practices identified within the following models:
 - 1) RIMS Risk Maturity Model to optimize the key readiness factors and competency drivers
 - 2) Prosci Change Management Maturity Model to optimize HCD's change management capabilities
 - 3) Diversity, Equity, and Inclusion Maturity Model to institutionalize best practices further
 - 4) Information Technology Infrastructure Library (ITIL) to facilitate, transform and develop business processes according to best practices
 - 5) Data Governance Maturity Model to identify vulnerabilities and optimize enterprise information management as a whole

- H. Align and integrate the “Organizational Effectiveness Consultation,” as described in this Exhibit A, Section 5.A, with the following best practice principles:
 - 1) California State Leadership Accountability Act (SLAA)
 - 2) California Innovation Playbook for Government Change Agents (Cal-IPGCA)
 - 3) Department of General Services State Administrative Manual (SAM) Audit Standards – 20050 (“Red Book,” “Yellow Book” and “Green Book”)
 - 4) American Society for Public Administration (ASPA) Code of Ethics
- I. Measure and manage organizational maturity changes over the course of the contract term, using instruments including surveys, interviews, focus groups, and key performance indicators.
- J. Recommend and incorporate HCD approved feedback systems, escalation procedures, evaluation methods and key performance indicators within and beyond the process of updating the strategic plan during the contract term to track progress, adapt as needed and measure outcomes.
- K. Conduct Plus/Delta reflections, project reviews and report findings, assessing the degree to which deliverables were achieved and documenting the results after the completion of the Strategic Plan, and the end of the contract.

7. Key Personnel Replacement:

Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individuals designated to fill any of the Key Personnel roles will not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual without the prior written approval of the HCD Contract Manager. HCD recognizes that a resignation or other events may cause Contractor’s Key Personnel to be unavailable. The HCD Contract Manager reserves the right to approve or deny all of the Contractor’s proposed replacement project team members designated to fill any one of the Key Personnel roles. Contractor must request approval of replacement staff designated to fill any one of the Key Personnel roles from the HCD Contract Manager in writing at least 10 business days before they are scheduled to begin work on the project and such replacement staff will not start on the project without the HCD Contract Manager’s written approval. In addition, the HCD Contract Manager reserves the right to disapprove any additional staff intended to work before they start on the project (independent of whether such Contractor staff fill one of the Key Personnel roles).

8. Contractor Tasks and Milestones

The scope of services is projected to take up to two years to fully complete. The HCD Contract Manager and Contractor will reconsider adjustments to the project timeline after submittal of work plan. Milestone dates may be adjusted accordingly to compensate for any delays caused by HCD.

Contractor must meet the following milestones:

| Tasks | Milestone Dates |
|---|---|
| 1. WORK PLAN: Develop and provide a comprehensive Work Plan that addresses the contract scope of work, for HCD’s approval within fifteen business days. | Within 30 calendar days of contract execution |

| Tasks | Milestone Dates |
|---|---|
| 2. CONTRACT KICKOFF: Conduct kickoff meeting with Steering Committee, initiate training and provide guidance to designated leaders, including recommended rules of engagement, and change management performance indicators | Within 15 business days of approved work plan |
| 3. ENVIRONMENTAL SCAN (Pre-plan Release): Collect, curate, and report recommendations from organizational maturity metrics, environmental scan findings, external stakeholder/ customer analysis | Report recommendations no later than 60 calendar days after contract execution |
| 4. HCD LEADER SESSION(S): Conduct organizational structure and strategic planning session(s), open to managers and supervisors; conduct Plus/Delta review(s) and report findings to Organizational Development Division | Complete no later than 45 calendar days after Milestone 3 – Environmental Scan |
| 5. ALL STAFF SESSIONS: Conduct multiple “town hall” sessions as needed, open to all staff in a virtual meeting setting; conduct Plus/Delta review and report findings to Steering Committee | Complete no later than 30 calendar days after Milestone 4 – HCD Leader Sessions are completed |
| 6. RECOMMENDATIONS REPORT: Provide guidance on prioritizing control processes, areas for potential internal audits, and any administrative governance structures that will be needed to enhance organizational maturity | Complete no later than 30 calendar days after Milestone 5 – All Staff Sessions are completed |
| 7. PLUS/DELTA #1: Conduct Plus/Delta project review of the process of updating the strategic plan and report findings | Complete no later than 15 calendar days after Milestone 6 – Recommendations Report is completed |
| 8. 2023 ANNUAL IMPLEMENTATION PLAN: Develop and deliver the Implementation Plan that outlines the system and process changes for HCD to maintain upon Contractor departure | Complete no later than 30 calendar days after Milestone 7 – Plus/Delta #1 is completed |
| 9. UPDATED STRATEGIC PLAN: Deliver a final Strategic Plan to Executive Team | Complete no later than 60 calendar days after Milestone 6 – Recommendations Report is completed |
| 10. FALL DIVISIONAL SUMMIT PRESENTATION (2023): Present at the divisional summit, share Plus/Delta Reflections, promote upcoming training to support implementation | Complete no later than 30 calendar days after Milestone 9 – Updated Strategic Plan is completed |

| Tasks | Milestone Dates |
|---|--|
| 11. TRAINING: Conduct training for leaders, and provide talking points, PowerPoint slides, and conversation guides to support implementation | Complete no later than 30 calendar days after Milestone 9 – Updated Strategic Plan is completed |
| 12. DIVISIONAL OPERATIONS PLANS: Work closely with Organizational Development Division members and designated divisional leaders to develop division-level operational plans that align with the updated strategic plan, and post on HCD’s Intranet | Complete no later than 150 calendar days after Milestone 11 – Training is completed |
| 13. ENVIRONMENTAL SCAN (Post-Plan Release): Collect, curate, and report recommendations from organizational maturity metrics and environmental scan findings | Complete no later than 60 calendar days after Milestone 12 – Divisional Operations Plans are completed |
| 14. 2024 ANNUAL IMPLEMENTATION PLAN: Review and revisit HCD’s progress in implementing organizational changes and provide recommendations for additional changes for HCD to maintain upon Contractor departure | Complete no later than 90 calendar days after Milestone 13 – Environmental Scan is completed |
| 15. FALL DIVISIONAL SUMMIT PRESENTATION (2024): | Complete no later than 90 calendar days after Milestone 14 – 2024 Annual Implementation Plan is completed |
| 16. PLUS/DELTA #2: Conduct Plus/Delta review of the entire contract and report findings | Complete no later than 30 calendar days after Milestone 15 – Fall Divisional Summit Presentation (2024) is completed |
| 17. CONTRACT CLOSEOUT REPORT: Submit final report | No later than 60 calendar days prior to contract expiration |

9. HCD Contract Manager Responsibilities

The following are areas of responsibility for the HCD Contract Manager:

- A. Communication: Facilitate communication among HCD, Contractor personnel, and other stakeholders;
- B. Administrative Support: Complete administrative tasks and support project management.
- C. Work Acceptance: Determine the acceptability of the work performed and the work produced by the Contractor and approve invoices for payment processing.

10. Effective Date and Term

- A. This Agreement is effective upon California Department of General Services (DGS) approval through two years from the approval date, with the option for HCD to extend the term for up to one additional year. No services will be provided before approval by DGS, or after the termination date.
- 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 and upon approval by DGS.

Proposed Contract - Exhibit B: Budget Details and Payment Provisions

1. Agreement Amount

The total amount of this Agreement shall not exceed \$

2. Budget Detail

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

3. Invoicing and Payment

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

Department of Housing and Community Development
Accounting Division
Accounts.Payable@hcd.ca.gov
2020 W. El Camino Avenue, Suite 300
Sacramento, California 95833
(916) 263-6612

4. Budget Contingency Clause

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

5. Prompt Payment Clause

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

6. Travel

All travel is subject to HCD Contract Manager approval prior to commencing services. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. See

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

Contractor will itemize travel expenses, including receipts, and submit to the HCD Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from HCD.

Proposed Contract - Exhibit C: General Terms and Conditions

The State of California General Terms and Conditions will be incorporated by reference to the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINAL.pdf?la=en&hash=18A8A88034FCB8A5307FB64B20B33CF485F4C0D8>

Proposed Contract - Exhibit D: HCD Special Terms and Conditions

1. Interpretation

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

2. Publications and Reports

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

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

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

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

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

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

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

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

3. Progress Reports

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

4. Presentation

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

5. Report Delivery

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

6. HCD Staff

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

7. Confidentiality of Data and Documents

- A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.
- B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, who will be involved in the performance of this Agreement, to agree, in writing, to the above terms in an HCD approved form. Contractor shall supply HCD with evidence of the employee or officer's signature on the HCD form.
- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

Legal Notice

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

8. Provisions Relating to Data

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in

media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.

- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at HCD's expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.
- E. "Generated data" shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

9. Amendments

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

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

10. Approval of Product

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

11. Substitutions

Contractor's Key Personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval. Notice to either party may be given by email as provided in Exhibit A.3. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

12. Waiver

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

13. Agreement is Complete

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

14. Captions

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

15. Public Hearings

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

16. Force Majeure

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

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws, regulations, or other government actions taken in response to a "Force Majeure" event, such as a quarantine or other restriction which prevents or delays the performance of a party's obligations under this Agreement.

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

17. Permits and Licenses

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

18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-04/2017) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor's expense, information, and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization, or assistance, shall not relieve the Contractor of its indemnification obligations.

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

19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than \$1M per occurrence and the following:

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

The certificate holder should be:

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

2) Description of Operations should read:

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

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

20. Severability

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

21. Disputes

- A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive, and binding on both parties.
- B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.
- C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

22. Suspension or Termination

A. Suspension of Work:

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

B. Termination at Option of State:

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

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

C. Termination for Default:

The Director or his/her designee may, by three-day written notice to the Contractor, and without any prejudice to HCD's other rights or remedies, terminate this Agreement in whole or in part because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to HCD's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated or generated by the Contractor in performing under this Agreement, whether completed or in progress. In such an event, HCD shall pay the Contractor only the reasonable values of the services rendered to date. At the sole discretion of HCD, HCD may offer an opportunity to cure any breach(es) prior to terminating for a breach.

D. Termination Due to Bankruptcy:

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

E. Convenience:

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

F. Cumulative Remedies:

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

G. Completion:

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

H. Threats to HCD employee(s):

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

23. Public Contract Code

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

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

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

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

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

26. Potential Subcontractors

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

27. Disabled Veteran Business Enterprises (DVBEs)

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

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

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

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

If Contractor fails to timely comply with the preceding requirements of this paragraph (C), HCD will send Contractor a notice to cure and will withhold \$10,000 from the final payment, or the full amount of the final payment if less than \$10,000, until Contractor cures the defect. If Contractor does not cure the defect on or before a final date to be specified in the notice to cure, HCD will disapprove the withheld amount and permanently deduct it from the final payment to Contractor. The final date shall be in HCD's sole discretion but shall be no sooner than 15 calendar days and no later than 30 calendar days after the date on which the notice is sent.

- D. If a request for proof of payment or notice to cure under paragraph (C) is only sent by a method other than email, facsimile, or same day delivery, Contractor shall have the additional time to comply specified for the comparable delivery service in Code of Civil Procedure Section 1013.
- E. The terms and conditions of this section supplement, and are not supplanted by, the terms and conditions relating to DVBE participation requirements in the State of California General Terms and Conditions (GTC - 04/2017).

28. Conflict of Interest Clause

A. Purpose

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

B. Conflicts of Interest

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

- 1) **No Current or Prior Conflicts of Interest.** Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.
- 2) **Prohibition on Conflicts.** Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) **Notice of Conflict.** If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.
- 4) **Termination for Material Conflict.** If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

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

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

the laws, standards and guidelines referenced in the preceding paragraph, all costs for such remediation shall be borne by Contractor.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.