

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30TH STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>



August 10, 2026

Request for Proposal
Notice to Prospective Proposers
RFP Number 07A6338

You are invited to review and respond to this **Request for Proposal (RFP) Number 07A6338**, titled **State Route 710 Sales Program Consulting Services**. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State programs and preferences.

The Department of Transportation (Caltrans) is committed to meeting the State's 25% Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified SB or MB to submit proposals.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) are encouraged to submit bids. See **Section D, Special Programs, Item 1**, in this RFP for requirements.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a **five percent (5%)** participation is required for this RFP. The DVBE Incentive Program may also apply to this RFP. See **Section D, Special Programs, Item 1**, in this RFP for requirements.

Note that all Agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 02/2025) and Contract Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Page one must be signed and submitted prior to the award of the Agreement.

The designated contact person for this RFP is:

Taylor Kim
Department of Transportation
Email address: Taylor.Kim@dot.ca.gov

Phone: (279) 234-2502

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

Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. See **Section 3, Questions and Answers** for more details.

Sincerely,

TAYLOR KIM
Contract Analyst

Table of Contents

Section	Page
A) Purpose and Description of Service	1
B) Minimum Qualifications for Proposers	1
C) Proposal Requirements and Information	2
1. Time Schedule	2
2. Optional Pre-Proposal Conference	2
3. Questions and Answers	2
4. Technical Proposal Requirements	3
5. Cost Proposal Requirements	6
6. California Civil Rights Laws	6
7. Darfur Contracting Act	7
8. Iran Contracting Act	7
9. Executive Order N-6-22 – Russia Sanctions	8
10. Standard Title VI/Nondiscrimination Assurances (United States Department of Transportation DOT Order No. 1050.2A)	8
11. Mandatory Organic Waste Recycling	9
12. Submission of Proposal	9
13. Evaluation Process	11
14. Pre-Award Audit	12
15. Award and Protest	13
16. Disposition of Proposals	14
17. Standard Conditions of Service	14
D) Special Program(s)	15
1. Disabled Veteran Business Enterprise (DVBE) Participation Requirement	15
2. Small Business Enterprise or Microbusiness Preference	16
Attachments	
1 Cost Proposal Worksheet	
2A Key Personnel Hours Table (Sample)	
2B Sample Reference Form	
3 Proposer Experience Letter – Minimum Qualifications	
4 Quotes from SB/DVBE Subcontractors	
5 Proposal/Proposer Certification Sheet	
6 Required Attachment Checklist	
7 Cost Proposal and Attachments	
8 Criteria for Evaluation of Consultant - Technical Proposal Evaluation	

9	Criteria for Evaluation of Consultant Oral Presentation	
10	Criteria for Evaluation of Consultant Cost Proposal	
11	Accounting and Audit Guidelines	
12	Proposed Form of Agreement	

A) Purpose and Description of Services

Contractor shall develop, administer, and support the operations of the State Route (SR) 710 Sales Program in accordance with the Roberti Act, Government Code, ARTICLE 8.5 Surplus Residential Property (54235 through 54238.9), commonly known as the Roberti Act, and the 710 Sales Program Regulations. The Contractor shall provide, at the direction of Caltrans Contract Manager continuing consulting services to Caltrans personnel, Caltrans' tenants, and Caltrans designated entities, based on the current 710 Sales Program Regulations, the Roberti Act, and subsequent amendments related to the 710 Sales Program.

Refer to the **Proposed Form of Agreement**, which is attached to this RFP as **Attachment 12 (Exhibit A)** for a more complete description of services.

B) Minimum Qualifications for Proposers

The term "Proposer" refers to the Prime Contractor. The term "Proposer's Personnel" refers to Prime Contractor and all Subcontractor personnel. To be considered qualified to compete for this work, proposers must demonstrate the following minimum qualifications:

- A. Proposer shall submit **Experience Letter(s) (Attachment 3)** that must demonstrate how they meet the required minimum qualifications as described below.
- B. Proposer or its parent company must have been in business for a minimum of five (5) years.
- C. Proposer must provide last three (3) years of audited financial statements to demonstrate financial solvency.
- D. Proposer must be able conduct a minimum of 25% of all work (by labor hours) using its own in-house staff.
- E. Proposer must disclose any investigation of, or disciplinary actions taken against Proposer or Subcontractors within the last three (3) years.
- F. Proposer must demonstrate that the Project Manager assigned to this contract has a minimum of three (3) years of experience in the following capacities:
 - Project Manager
 - Manager in a capacity requiring regular interaction with the public.
- G. Proposer's Personnel performing affordable housing transactions must have a minimum of five (5) years of experience in executing and managing affordable housing transactions.
- H. Proposer's Personnel performing low and moderate real estate transactions must have a minimum of five (5) years of experience in working with low and moderate buyers in real estate transactions.
- I. Proposer's Personnel working with historical covenants and deed restrictions must have a minimum of five (5) years of experience in working with historical covenants and deed restrictions.
- J. Proposer's Personnel performing real estate transactions must be licensed, bonded and insured to perform real estate transactions in the State of California and have a minimum of five (5) years of experience performing real estate transactions. Licenses must be in good standing and with no restrictions.
- K. Proposer's Personnel performing title and escrow services must be licensed, bonded and insured to perform title and escrow services and have a minimum of five (5) years of experience in performing title and escrow transactions. Licenses must be in good standing and with no restrictions.
- L. Proposer's Personnel providing U.S. Department of Housing and Urban Development (HUD) approved counseling classes must provide HUD certification to provide the needed (8) hour training class for California Housing Finance Agency (CalHFA).

- M. Proposer's personnel performing translation and/or interpreter services must be certified by either the American Translators Association or another recognized certification entity and have a minimum of two (2) years of experience in translation services. Personnel must be familiar with common real estate terminology.
- N. The selected contractors and associated subcontractors for this agreement will be prohibited from purchasing any of these properties as a Housing Related Entity (HRE). Proposer must provide a statement acknowledging that the Contractor and all subcontractors will comply with this requirement.
- O. Information to demonstrate the required qualifications must be provided in the Minimum Qualifications section of Proposers' Technical Proposal.

C) Proposal Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
RFP available to prospective proposers	8/10/26	
Pre-Proposal Conference/Teleconference	8/18/26	10:00 a.m.
Written Question Submittal	8/21/26	
Final Date for Proposal Submission	9/8/26	2:00 p.m.
Oral Interviews (estimate)	Week of 9/28/26	
Posting of Notice of Intent to Award (estimate)	Week of 10/5/26	
Proposed Agreement Award Date (estimate)	Week of 10/12/26	

2. Optional Pre-Proposal Teleconference

- A. An optional pre-proposal telephone conference will be held at **10:00 a.m.** on **August 18, 2026** for the purpose of discussing this RFP.

Teleconference Dial-In Number: +1-408-418-9388

Participant Code: 24873040849##

- B. An authorized representative may attend the optional pre-proposal teleconference on behalf of a potential prime contractor. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at optional pre-proposal conference.
- C. For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the optional pre-proposal conference. The proposer must call the designated Contract Analyst no later than the fifth working day prior to the scheduled date and time of the Pre-Proposal Conference to arrange for a reasonable accommodation.

3. Questions and Answers

- A. Questions regarding this RFP must be submitted in writing by **August 21, 2026**. Proposers are encouraged to submit their written questions via e-mail to Taylor.kim@dot.ca.gov.
- B. Written questions must include the individual's name, firm name, complete address and must reference **RFP No. 07A6338** Questions must be sent to one of the following:

Email or mail to:

Email: Taylor.kim@dot.ca.gov

Department of Transportation
Division of Procurement and Contracts
Attention: Taylor Kim
1727 30th Street, MS 65
Sacramento, CA 95816-7006

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this RFP, **Section 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the proposer to check Cal eProcure for all addenda. Proposer can contact the Contract Analyst named above.

4. Technical Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY" and **one (1) pdf copy** on a thumb drive will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see RFP **Section C) 12, Submission of Proposal**, for submittal details.
- 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
 - a. Introduce its team and summarize the highlights of the proposal.
 - b. Provide the information to demonstrate the minimum qualifications listed in RFP section **B) Minimum Qualifications for Proposers**.
 - 2) **Section 2. Project Management:** Proposer shall:
 - a. Designate, one (1) individual, the Project Director, who shall be responsible for implementing the Scope of Work, overseeing the day-to-day activities of the evaluation team, and shall be the single point of contact for this Agreement. The Project Director must be available to Caltrans as needed to effectively manage this contract. The selected contractor shall not cause the substitution of the Project Director without prior written approval of Caltrans.
 - b. Provide a description of the firm's competence in Project Management, its capability to meet time and budget requirements of this project, and its internal procedures for timely project completion and cost control.
 - c. Develop and submit an effective communication plan to demonstrate how the Proposer will ensure close communication with Caltrans and its stakeholders; such communication shall include updates about key meetings, significant project events and/or activities, and project progress reports.
 - d. Submit an organization chart showing the hierarchy of Proposer's key personnel assigned to this project. The organization chart must show the relationship between the Project Director and key personnel of proposer's organization, and all other parties, including subcontractors.
 - 3) **Section 3. Methodology:**
 - a. Proposer shall demonstrate its understanding of the projects' purpose, in accordance with the Overview of the Affordable Sales Program (ASP) and the required services as stated in of Scope of Work.
 - b. Proposer shall identify any problems/challenges and offer possible solutions.

- c. The proposer shall describe:
 1. The overall approach to the work.
 2. Specific techniques that will be used to assure quality and accuracy of the outcomes so that they align with the ASP and ASP Regulations that will be in place, and any other innovative techniques that may contribute to the success of this project.
 3. Specific administrative and project management expertise that will be employed and resource utilization to assure that all project objectives/deliverables are met.
- 4) **Section 4. Work Plan and Work Schedule:** Proposer shall provide a work plan and/or schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. Provide a detailed description of the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in **Attachment 12 (Proposed Form of Agreement), Exhibit A, Scope of Work**. The work plan or schedule shall specify the estimated hours to accomplish each task.
- 5) **Section 5. Personnel:** This section of the Technical Proposal shall identify the proposed team and key personnel. Key personnel shall have experience with, and in-depth knowledge of, techniques and procedures necessary to accomplish the various tasks listed in **Attachment 12 (Proposed Form of Agreement), Exhibit A, Scope of Work**.
 - a. Identify all key personnel of the prime contractor who will be working under the Agreement and provide brief (two pages maximum) resumes. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement.
 - b. Introduce the proposed subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization as a whole. Provide brief (two pages maximum) resumes for each of the subcontractors' key personnel listed to provide services under the Agreement. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement (The cost of the subcontracted work is to be itemized in the Cost Proposal as described below in Cost Proposal Requirements).
 - c. Proposer shall provide a table in the format provided on **Attachment 2A** indicating how many hours each key personnel will be assigned for the Agreements and what task(s) each key personnel will perform. All key personnel of prime contractor and subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by name, title and firm name in the table (**Attachment 2A**). **Hours listed for key personnel on the table should match hours listed for key personnel in the Cost Proposal.**
 - d. The selected contractor shall not substitute the listed key personnel or subcontractors without prior written approval by the Caltrans Contract Manager.
 - e. The Proposer provide its strategy to retain the key personnel who will be working on the project including key personnel of subcontractors.
- 6) **Section 6. Experience and Qualifications:** Proposer shall:

- a. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe recently completed work as it relates to this Scope of Work.
- b. Provide a table or matrix of relevant, previous contracts or projects cross-referenced with the requested services. Indicate the number of years of experience in each area.
- c. Team's experience and knowledge of the affordable housing process and any specific projects performed related to the affordable housing services required for this project.
- d. Team's experience in engaging prospective buyers, conducting interviews and consulting, and providing guidance to home buyers.
- e. Team's experience with developing, arranging, and facilitating HUD approved housing and homebuyer/home loan counseling classes.
- f. Team's experience with conflict resolution in areas described in the Scope of Work of this project.
- g. Team's experience in bilingual and translation services, specifically in real estate related services.
- h. Team's knowledge and understanding of the SR 710 real estate market.
- i. Provide a minimum two (2) and maximum three (3) samples of relevant work experience identified under Task one (1) through Task six (6) in the Scope of Work (**Attachment 12, Exhibit A, Scope of Work**).

7) **Section 7. Facilities and Resources:** This section shall:

- a. Identify the location of the prime contractor and subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to Caltrans.
- b. Proposer shall provide all necessary office equipment and supplies needed to complete the required work.
- c. Proposer shall provide a brief description of how they shall implement, including location, to coordinating and conducting two (2) 8-hour HUD approved housing counseling classes as required for CalHFA loans and four (4) 3-hour general homebuyer/home loan counseling classes, at locations, dates and time determined by Caltrans Contract Manager with space available to accommodate approximately 25 people per class.
- d. Proposer shall provide a brief description of how they shall implement, including location, meetings in person and counseling tenant(s) at least once, or as needed for homebuyer assistance in accordance with the ASP Regulations that will be in place. As a verification of providing these consulting services, Contractor shall obtain the tenants' signatures with the location, date and time of consultation.

8) **Section 8. References:** Proposer shall provide at least three (3) references from clients for whom the proposer's team (prime and/or subcontractors) has performed similar work or projects as described in the Scope of Work including, but not limited to, affordable housing related services, real estate services, escrow services, counseling etc. Each reference must be in the format listed in **Attachment 2B**.

B. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal

Date:
Agreement: 07A6338
Attachment 2
Page # of ##

- C. Brochures, thumb drives, drawings, and other promotional documents being submitted with the Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

5. Cost Proposal Requirements

- A. Cost Proposal, and only the Cost Proposal, shall list all items that will be charged to Caltrans for this Agreement. Cost information of any kind for this Agreement is not allowed in the Technical Proposal. Cost Proposal shall include both prime contractor and all subcontractors cost information. Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive. Cost Proposals shall follow the format provided in the sample **Cost Proposal Worksheet, Attachment 1**, and shall be submitted along with Technical Proposal in one (1) sealed envelope. The total amount of the Agreement may not exceed the amount set forth in **Attachment 1**. Any proposal in excess of **\$3,156,000.00** shall be deemed non-responsive.
- B. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive is required for the Cost Proposal. Each Cost Proposal shall contain at a minimum, all required items listed below:
- 1) Cover page in the format listed on page 1 of **Attachment 1, Cost Proposal Worksheet**.
 - 2) Prime Contractor's cost breakdown in the format listed on page 2 of **Attachment 1, Cost Proposal Worksheet**.
 - 3) Each subcontractor's cost breakdown (separately) in the format listed on page 4 of **Attachment 1, Cost Proposal Worksheet**.
- C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
Date
Agreement No. 07A6338
Attachment 1
Page # of ##

6. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification** and submit with bid. The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076>.

7. Darfur Contracting Act

- A. The Darfur Contracting Act, California Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in California Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification form** and submit with bid. The Darfur Contracting Act Certification (DOT ADM-0077) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification**.
- C. A scrutinized company is a company doing business in Sudan as defined in California Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

8. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter, “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more.
- B. The winning proposer must complete and submit to Caltrans as part of the Agreement award process, the **Iran Contracting Act Certification**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by PCC Section 2203 (c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under PCC Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Certification (DOT ADM-0078) can be previewed at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0078>.
- C. Any person, for a contract that is exempt from bidding or is renewed, or for whom a contract is otherwise awarded by the State, must complete and submit to Caltrans the Iran Contracting Act Certification, certifying that it is not on the most current List, before the contract has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the contract.

9. 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 unless the contract has been Federalized (i.e. there is federal participation in any phase). 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.

10. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder / Offeror must notify the State in writing if it:
 - 1) intends to provide GenAI as a deliverable to the State; or
 - 2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) functionality of a State system,
 - b) risk to the State, or
 - c) Contract performance.

Note: For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

11. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

The California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

12. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq.

13. Submission of Proposal

- A. Proposals should 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 may be sufficient cause for rejection of a proposal or reduction in points/score during evaluation.
- B. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures** and **must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package.
- C. Caltrans 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 02/2025) are not negotiable. The GTC 02/2025 may be viewed at Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- D. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 7**. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- E. Responses to this RFP shall be submitted in one (1) sealed package/envelope containing both the Technical Proposal – Original and one (1) pdf copy on a thumb drive, and Cost Proposal – Original and one (1) pdf copy on a thumb drive.
- F. Proposals must be submitted no later than **2:00 p.m., September 8, 2026**, and addressed as follows (reference **Section C1, Time Schedule**):
 - 1) Proposals received after this time and date will be rejected and returned unopened.
 - 2) The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

Agency/Firm Name Address RFP Number 07A6338 RFP Title State Route 710 Sales Program Consulting Services DO NOT OPEN

- 3) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- G. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. Proposals (Technical and Cost) must be sealed and labeled (as instructed below). Mail or hand-deliver package to the following location:

Mail or *Hand-Deliver to:

Department of Transportation
Division of Procurement and Contracts
Attention: Taylor Kim

1727 30th Street, MS 65
Sacramento, CA 95816-7006

In the upper portion of the sealed mailing envelope, label outer package:

RFP Number 07A6338
RFP Title State Route 710 Sales Program Consulting Services
Firm Name: (Add firm name)
DO NOT OPEN

*If your proposal is hand delivered, you must date- and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts (DPAC) reception desk at (916) 227-6000 to have your proposal package picked up by DPAC staff.

- I. **Proposals received in electronic format will not be accepted.**
- J. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- K. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- L. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 5**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- M. 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. Proposal modifications offered in any other manner, oral or written, will not be considered.
- N. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- O. Caltrans may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure at <https://caleprocure.com/pages/index.aspx>
- P. Caltrans reserves the right to reject all proposals for reasonable cause.
- Q. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.

- R. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. More than one (1) proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, will be rejected. Reasonable grounds for believing that any proposer has submitted more than one 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 in such collusion will be considered in this or future procurements.

14. Evaluation Process

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information may be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.

B. Evaluation of Proposals

- 1) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans needs. Proposals meeting the Minimum Qualifications will be further assessed by an evaluation committee. Technical Proposals and Oral Presentations of Proposers that are determined to be responsive will be rated by the evaluation committee using a consensus process. The Consensus scoring will be based on the scoring method listed below:

Evaluation Factor/Sub Factor Weight X Consensus Rating = Weighted Score
(as stated in the Criteria for Evaluation)

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

Factor/Sub Factor	Example only:	Weight	Consensus Rating	Weighted Score
	Contractor's Approach to Technical Work	2	3	= 6

2) Phase 1: Technical Proposal Evaluation

Proposals that are determined to be responsive and meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Technical Proposal, Attachment 8.**

3) Phase 2: Oral Presentation and Evaluation

Proposers will be contacted to schedule a date and time for the Oral Presentation. The Oral Presentations will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Oral Presentation, Attachment 9**. It is anticipated that the Oral Presentations will be held in virtually.

4) Cost Proposal Evaluation

Cost Proposals that meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Cost Proposal, Attachment 10**.

- 5) The final proposal score will be the combined evaluation scores from the Technical Proposal, Oral Presentation, Cost Proposal, and any applicable preference points set forth in this RFP. The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval by Caltrans' Business Enterprise Program, of that proposal's satisfactory compliance of DVBE requirements, Small Business participation, and approval of any applicable Preference Programs set forth in this RFP.

C. Miscellaneous Award Issues

- 1) Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- 2) If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (Pub. Cont. Code Section 10344[d]).
- 3) The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by Caltrans and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

15. Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

- A. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:
- 1) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System, Chapter 1, Part 31.
 - 2) The ability to accumulate and segregate reasonable, allocable, and allowable costs through the use of a cost accounting system.

- 3) A system of record keeping ensuring that costs billed to Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - 5) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
- B. The proposer must be financially capable of performing the work.
- C. The costs proposed must be reasonable.

16. Award and Protest

- A. The Agreement shall not be awarded until Caltrans has posted a Notice of intent to Award in a place accessible by the general public, including any internet site for at least five working days. Notice of Intent to Award shall be posted at Caltrans, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site:
<http://www.dot.ca.gov/dpac/viewnoticesofintentoaward>.
- B. Any proposer who claims the State agency failed to follow the procedures specified in either subdivision (b) or (c) of PCC § 10344 has the right to formally protest the award of the Agreement, by filing a notice of intent to protest within five (5) calendar days of the notification of award.
- 1) Once a protest is filed, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. Intent to protest and protests may be sent by certified mail, email, courier, or personal delivery to the following addresses:

Department of Transportation Division of Procurement and Contracts Attention: Bid, Protest, and Disputes Manager 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5098 Email: OLSProtests@dgs.ca.gov
--	---

- 2) Within five (5) calendar days of filing the notice of intent to protest, the proposer must submit a detailed written statement specifying the grounds for the protest. The statement must clearly outline the basis for protest and be limited to the grounds specified in PCC 10345(b)(2). The protest must reference the solicitation number and include any supporting evidence. The protest must be sent to the same addresses above.
- C. Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

17. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920-7931.) and subject to review by the public. The State cannot

prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

18. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See Government Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code Section 4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- E. No oral understanding or agreement shall be binding on either party.
- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount proposed, whichever is less.

D) Special Program(s)

The following Special Program(s) are applicable to this RFP.

1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

A. DVBE Participation Program **with** Requirements

- 1) The required DVBE participation requirement for this RFP is **five percent (5%)**. The resultant contract is financed with State funds and subject to PCC, Section 10115 et seq., Military and Veterans Code, Section 999 et seq., and Title 2, California Code of Regulations (2 CCR), Section 1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Proposer shall complete and submit the **Proposal/Proposer Certification Sheet (Attachment 5), Bidder Declaration, GSPD-05-105**, and as applicable, the **Disabled Veteran Business Enterprise Declarations, DGS PD 843**. Proposer shall complete or collect DGS PD 843(s) when the following situations occur:
 - a. Proposer is DVBE (prime) contractor.
 - b. Proposer subcontracts with any DVBE firm. Proposer collects and submits with its proposal package a completed and signed DGS PD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

For each certified DVBE Subcontractor listed on the Bidder Declaration, GSPD-05-105, the Proposer shall submit a copy of the quotes from each DVBE (on the DVBE's company letterhead) as **Attachment 5**, titled "Quotes from DVBE Subcontractors." as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

- 3) Additional references: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code, Section 999 et seq., and 2 CCR Section 1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to proposals proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by Caltrans prior to the award of the contract. The incentive points are equal to a percentage of the total possible points based on the amount of DVBE participation in the proposal being evaluated per the Tables below.
- 3) Tables for RFP

Required 5% Participation

Verified DVBE Participation	DVBE Incentive Amount
-----------------------------	-----------------------

7% or more	5%
6.5% - 6.99%	4%
6.0% - 6.49%	3%
5.5% - 5.99%	2%
5.0% - 5.49%	1%

- 4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible available points.
- 5) Additional information: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

2. Small Business Enterprise or Microbusiness Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to proposers who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
- B. To claim the SB or MB preference, the proposer must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the DGS, Office of Small Business and Disabled Veteran Business Services (OSDS). If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Proposal/Proposer Certification Sheet, Section 16, (Attachment 5)** and attach a copy of your certification. Additionally, the proposer may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR 1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least twenty five percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the **Proposal/Proposer Certification Sheet, Section 17, Attachment 5**, and complete Bidder Declaration form, GSPD-05-105, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractor's quote to the Bidder Declaration form, GSPD-05-105.
- D. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s). Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).
- E. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.
- F. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS at (800) 559-5529. For the 24-hour recording call (916) 375-4940, or submit E-mail requests to: OSDSHelp@dgs.ca.gov

Additional References: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- G. SB or MB proposers or proposers using the “Non-Small Business” preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer’s total score if the highest scored proposal is from a non-certified SB or MB.

Attachment 1

Sample Cost Proposal Worksheet

Cover Page

TABLE 1 Total Costs* Per Task

Total Not-to-Exceed Costs for Task 1	\$
Total Not-to-Exceed Costs for Task 2	\$
Total Not-to-Exceed Costs for Task 3	\$
Total Not-to-Exceed Costs for Task 4	\$
Total Not-to-Exceed Costs for Task 5	\$
Total Not-to-Exceed Costs for Task 6	\$
*Grand Total for this Agreement	\$

Notes:

*Total Costs for Tasks Table 1 shall include Prime Contractor and all Subcontractors costs.

***Escrow costs shall not exceed \$1,000,000.00.**

TABLE 2 Total Costs for Prime and Each Subcontractor

Prime Contractor (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 1 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 2 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 3 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Grand Total*** for this Agreement	\$

Notes:

*Grand Total in Table 1 and Table 2 should match.

Attachment 1

Cost Breakdown for Task 1

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name - Clerical	_____ hrs. @	\$_____	\$_____
Staff Name - Title	_____ hrs. @	\$_____	\$_____
Staff Name - Title	_____ hrs. @	\$_____	\$_____
Sub Total–Labor Cost	_____ hrs.	N/A	\$_____

Other Direct Costs (except labor)	
Research	\$_____
Supplies	\$_____
Travel	\$_____
Other Direct Costs (itemize)	\$_____
Sub Total–Other Direct Costs (except labor)	\$_____

Prime Contractor (Firm Name) Total Cost by Sub-task for Task 1	
Not-to-Exceed Costs for Task 1.1	\$_____
Not-to-Exceed Costs for Task 1.2	\$_____
Not-to-Exceed Costs for Task 1.3	\$_____
Not-to-Exceed Costs for Task 1.4	\$_____
Not-to-Exceed Costs for Task 1.5	\$_____
Not-to-Exceed Costs for Task 1.6	\$_____
Not-to-Exceed Costs for Task 1.7	\$_____

Attachment 1

PRIME CONTRACTOR (firm name) Total Cost for Task 1	\$_____
---	----------------

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, Transportation and subsistence costs shall not exceed rates authorized to be paid to non-represented state employees under current CalHR rules.

Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total.

Attach additional Cost Proposal Worksheets in this format for Prime Contractor's costs for each additional Task (i.e. Tasks 2 through 6).

Attachment 1

Cost Breakdown for Task 1

Subcontractor 1: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name–Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

Other Direct Costs (except labor)	
Research	\$____
Supplies	\$____
Travel	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

Prime Contractor (Firm Name) Total Cost by Sub-task for Task 1	
Not-to-Exceed Costs for Task 1.1	\$____
Not-to-Exceed Costs for Task 1.2	\$____
Not-to-Exceed Costs for Task 1.3	\$____
Not-to-Exceed Costs for Task 1.4	\$____
Not-to-Exceed Costs for Task 1.5	\$____
Not-to-Exceed Costs for Task 1.6	\$____
Not-to-Exceed Costs for Task 1.7	\$____

Subcontractor 1 (Firm Name) Total Cost for Task 1	\$____
--	---------------

Attachment 1

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, Transportation and subsistence costs shall not exceed rates authorized to be paid to non-represented state employees under current CalHR rules.

Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total.

Attach additional Cost Proposal Worksheets in this format, as applicable, for each subcontractor's costs for each additional Task (i.e. Tasks 2 through 6).

Attachment 2A

Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP **Section C) 3, Technical Proposal Requirements, item A. 3), Personnel**).

1. Personnel: All Key Personnel of prime contractor and all subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by **name, title and firm name** in the table below.
2. Proposer shall provide hours **assigned to key personnel (including key personnel of subcontractors) in format provided in the table below. Hours listed for key personnel on the table should hours listed for key personnel in the Cost Proposal.** Providing other units of measure does not satisfy this requirement. Failure to provide hours assigned to key personnel (including key personnel of subcontractors) per task may be sufficient cause for rejection of proposal.
3. Key personnel per PCC 10371 states: Each state agency shall require that a completed resumé for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract.
4. Proposer may add/delete rows and columns as needed to the table below.

SAMPLE KEY PERSONNEL HOURS TABLE

[illegible]

Attachment 2B

Sample Reference Form

Each reference shall include the following information:

Name of firm/organization (Prime Contractor) that provided services:

Client firm/organization name and address:

Contact Name:

Title:

Email Address:

Phone Number:

Street Address:

Brief Description of the project, including services and deliverables:

Agreement term (dates):

Agreement Value/Cost:

Highlights relevant and applicable to this RFP:

Attachment 3

Proposer Experience Letter – Minimum Qualifications

Proposer Name: _____

Year Established: _____

Business Structure: _____

Minimum Qualification Requirements

1. Business Experience (Minimum 5 Years)

Checkbox: ☐ Proposer has been in business at least five (5) years.

Explain how this requirement is met:

2. Financial Solvency

Checkbox: ☐ Three (3) years of audited financial statements provided.

Financial solvency explanation:

3. In-House Staffing Requirement (25% Minimum)

Checkbox: ☐ Proposer is able to conduct at least twenty-five percent (25%) of all work using in-house staff.

Describe how at least 25% of all work will be done by in-house staff:

4. Investigation or Disciplinary Disclosure (Past 3 Years)

Provide details of any investigations or disciplinary actions involving the Proposer or subcontractors.

Project Manager Qualifications

Project Manager Name: _____

Project Manager Experience Summary (Minimum 3 Years):

- Experience as a Project Manager
- Experience requiring regular interaction with the public

Personnel Qualifications

Affordable Housing Transactions (5+ Years)

Low- and Moderate-Income Buyer Transactions (5+ Years)

Attachment 3

Historic Covenants and Deed Restrictions Experience (5+ Years)

Real Estate Transactions Personnel

- Licensed, bonded, insured in California
- Minimum 5 years experience
- License in good standing

Details:

Title and Escrow Personnel (5+ Years)

HUD Counseling Certification

Checkbox: ☐ HUD-approved and authorized to provide CalHFA 8-hour class.

Certification Details:

Translator/Interpreter Personnel

- Certified by ATA or recognized entity
- Minimum 2 years experience
- Familiar with real estate terminology

Certification Details:

HRE Purchase Prohibition Acknowledgment

Checkbox: ☐ Proposer acknowledges that Contractor and subcontractors are prohibited from purchasing any properties as an HRE under this agreement.

Authorized Representative Certification

I certify that the information provided in this Experience Letter is true and correct.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Attachment 4

Quotes from SB or DVBE Subcontractors

Bidder shall attach copies of **SB or DVBE Subcontractors** quotes (on SB or DVBE's letterhead) from any SB or DVBE subcontractors listed on the form GSPD-05-105. Refer to instructions in RFP Section D), Items 1A2 and 2C).

Attachment 5

Proposal/Proposer Certification Sheet

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation requirements.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

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

1. Company Name	2. Telephone () ()	2a. Fax Number () ()		
2b. Email Address:				
3. Address				
Indicate your organization type:				
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)		8. California Corporation No.		
Indicate applicable license and/or certification information:				
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications		
12. Proposer's Name (Print)		13. Title		
14. Signature		15. Date		
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: </td> <td style="width: 50%; vertical-align: top;"> b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: </td> </tr> </table>			a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below:			
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ".				
Date application was submitted to OSDS, if an application is pending: _____				
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes ☐ No ☐				
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.				

Attachment 5

Completion Instructions for PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your proposal.

Attachment 6

Required Attachment Checklist

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. Return this checklist with your Technical Proposal package.

Note: Return this Checklist with the Technical and Cost Proposal package.

Technical Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Technical Proposal as stated in this RFP (This shall be incorporated into the contract as Attachment 2)
_____	Contractor Certification Clauses (CCC 04/2017) The CCC 04/2017 must be downloaded on the Internet at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Page one must be signed and submitted prior to the award of the Agreement.
_____	California Civil Rights Laws Certification, The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076 .
_____	Darfur Contract Act Certification, The Darfur Contract Act Certification (DOT ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077 .
_____	Required Attachment Checklist (RFP Attachment 6)

Attachment 7

Cost Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Cost Proposal as stated in this RFP (RFP Attachment 1)
_____	Bidder Declaration, GSPD-05-105, must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
_____	Disabled Veteran Business Enterprise Declarations, DGS PD 843, must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf
_____	Quotes from SB/DVBE Subcontractors (RFP Attachment 4)
_____	Proposal/Proposer Certification Sheet (RFP Attachment 5)
_____	Required Attachment Checklist (RFP Attachment 7)

Attachment 8

Criteria for Evaluation of Technical Proposal

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 1. Introduction and Minimum Qualifications (8 pts)				
Provide the information to demonstrate the minimum qualifications listed in RFP section B) Minimum Qualifications for Proposers.	2			
Section 2. Project Management (32 pts)				
A. Firm's competence in project management, ability to meet time and budget requirements, internal procedures for project completion and cost control.	3			
B. Communication Plan	3			
C. Organizational Flow Chart showing relationship between all parties and personnel.	2			
Section 3: Methodology (76 pts)				
A. Understanding of the project's purpose, ASP training guide and the requirements of SOW	4			
B. Problems/challenges and possible solutions.	4			
C. Overall approach to work	4			
D. Specific techniques and innovations to assure quality and accuracy of outcomes/deliverables and success of the project.	4			
E. Administrative and project management expertise and resource utilization to assure all project objectives/deliverables are met.	3			
Section 4: Work Plan and Work Schedule (16 pts)				
Work plan and a work schedule for successful completion of each milestone/deliverable(s)	4			
Section 5: Personnel (24 pts)				

Attachment 8

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
A. Key Personnel and firm description, and detail information, including any subcontractors.	2			
B. Strategy to retain and qualify key personnel	2			
C. Attachment 2 showing hours allocation to key personnel	2			
Section 6: Experience and Qualifications (24 pts)				
A. Knowledge of affordable housing processes, familiarity of the SR 710 real estate market	1			
B. Experience in engaging prospective buyers, conducting interviews and consulting, and providing guidance to home buyers	1			
C. Experience in bilingual services, specifically real estate services	1			
D. Experience with conflict resolution in areas described in the Scope of Work of this project	1			
E. Sample of relevant work experience identified under task 1-6	1			
F. Matrix of relevant, previous contract/project cross referenced with requested service	1			
Section 7: Facilities and Resources (24 pts)				
A. Description of firm and ownership structures.	2			
B. Offices and counselling classes locations	2			
C. In-person meeting, interviews, and counseling locations, office equipment's necessary to complete work	1			
D. How they shall implement, coordinating and conducting two (2) 8-hour HUD approved housing counseling classes as required for CalHFA loans and four (4) 3-hour general homebuyer/home loan counseling classes, at locations	1			

Attachment 8

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 8: References (8 pts)				
Reference describing services provided, relevant to the Scope of Work.	2			
Section 9. Overall Quality of Technical Proposal (4 pts)				
Formatted as required in Technical Proposal Section of RFP; Clarity, accuracy, and organization of proposal.	1			
Total Possible Points (216 pts)				

Attachment 9

Criteria for Evaluation of Consultant Oral Presentations

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
I. Experience and Expertise (44 pts)				
Demonstrated experience, knowledge and abilities to develop and effectively manage the sale of properties as prescribed by the Roberti Act and the Affordable Sales Regulations.	4			
Demonstrated past experience and current abilities to execute and manage affordable and fair market housing transactions.	4			
Demonstrated past experience and current abilities to engage, consult and resolve conflict with prospective buyers in English and Spanish.	3			
II. Approach to Scope of Work (28 pts)				
Demonstrated an understanding of the Project Scope of Work.	4			
Demonstrated work plan/work schedule for success in completing all property sales within the contract time allotment.	3			
III. Overall Quality of Oral Presentation (12 pts)				
Provided an organized, clear, concise oral presentation consistent with the Technical Proposal.	3			
Total Possible Points (84 pts)				

Attachment 10

Criteria for Evaluation of Consultant Cost Proposal

Cost Proposal Evaluation:	Maximum Possible Score	Total Points Awarded
Cost Points Calculation	129	

Lowest cost proposal will be awarded the maximum points. Other proposals will be awarded cost points based on the following calculation:

$$\text{Points for Other Proposer} = \frac{\text{Lowest Proposer's Cost} \times \text{Maximum Possible Points}}{\text{Other Proposer's Cost}}$$

Total Possible (Cost Evaluation)	129 Points
Total Actual (Cost Evaluation)	

Total Possible (Technical Evaluation)	216 Points
Total Actual (Technical Evaluation)	

TOTAL POSSIBLE (ORAL PRESENTATION)	84 POINTS
TOTAL ACTUAL (ORAL PRESENTATION)	

GRAND TOTAL POSSIBLE (COST + TECHNICAL + ORAL)	429 POINTS
GRAND ACTUAL TOTAL (COST + TECHNICAL + ORAL)	

Attachment 11

Accounting and Audit Guidelines for Contracts with Caltrans

Introduction

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A pre-award audit may be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

Accounting System

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping ensuring that costs billed to Caltrans are:
 - Supported by adequate documentation.
 - In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting

Attachment 11

records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.

- d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
 - f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

Audits

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

Attachment 11

Pre-award Audits

Prior to the award of a contract, the Caltrans Audits Office will conduct a pre-award evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the pre-award audit with short notice will expedite the execution of your contract.

Interim Audits

Interim audits are performed on an as needed basis. During the pre-award audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

Post Audits

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

Audit Criteria

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402
(202) 783-3238

Attachment 11

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660
(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P.O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.\

Attachment 12

Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **RFP**. Please review it carefully and present any questions in writing to the contact identified for this **RFP**.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

07A6338

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

April 2, 2027 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

April 1, 2030 (estimate)

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	6
+ - Attachment 1	Cost Proposal (Attached upon award)	TBD
+ - Attachment 2	Technical Proposal (Attached upon award)	TBD
+ - Attachment 3	Bidder Declaration, GSPD-05-105	TBD
+ - Attachment 4	Sales Program Appendices A-G	35

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

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

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

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

07A6338

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS-65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Consulting Services Agreement (State)

Scope of Work

1. The work to be performed under this Agreement shall be in accordance with Contractor's Cost Proposal dated (DATE), **Attachment 1**, Contractor's Technical Proposal entitled (NAME) dated (DATE), **Attachment 2**, and the Scope of Work in this Agreement. Contractor's Cost and Technical Proposals are attached hereto and incorporated by reference. If there is any conflict between Contractor's Cost and Technical Proposals, on the one hand, and any other provisions of this Agreement, including, but not limited to Exhibits A, B, C, D, and E, and **Attachments 3 and 4**, on the other hand, the latter will prevail over Contractor's Cost and Technical Proposals
2. Contractor (hereinafter sometimes referred to as Consultant) agrees to provide real estate management and consulting services to the California Department of Transportation (Caltrans), as described herein.
3. The services shall perform services only for the properties listed in **Appendix B, List of Properties**, in Los Angeles, Pasadena and South Pasadena, California. Caltrans may modify the list of properties only through a written notice to the Contractor.
4. This Agreement will commence on **April 2, 2027 (estimate)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **April 1, 2030 (estimate)**. The services shall be provided Monday through Friday, from 9:00 a.m. to 5:00 p.m. Pacific Time. The parties may amend this agreement as permitted by law.
5. Any key personnel that have been identified in Contractor's **Attachment 2, Technical Proposal**, whether by name or title, may be replaced only if approved in advance, in writing, by Caltrans Contract Manager and an amendment to the Agreement reflecting the personnel replacement is approved by DGS. All key personnel replaced by Contractor must meet the same minimum qualifications identified in the solicitation and agreement without any increase to rates as stated in **Attachment 1, Cost Proposal**. All replacement personnel must provide Caltrans Contract Manager with a resume. The resume for replacement of key personnel will be attached to the Agreement amendment.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor: TBD
Section/Unit	Section/Unit
Address:	Address:
Phone:	Phone:
Email:	Email:

7. Detailed description of work to be performed and duties of all parties:

Exhibit A

Consulting Services Agreement (State)

Contractor shall develop, administer, and support the operations of the State Route (SR) 710 Sales Program in accordance with the Roberti Act, Government Code, ARTICLE 8.5 Surplus Residential Property (54235 through 54238.9), commonly known as the Roberti Act, and the 710 Sales Program Regulations. The Contractor shall provide, at the direction of Caltrans Contract Manager continuing consulting services to Caltrans personnel, Caltrans' tenants, and Caltrans designated entities, based on the current 710 Sales Program Regulations, the Roberti Act, and subsequent amendments related to the 710 Sales Program.

In regard to the services described herein, Contractor shall complete the sale of properties for each of the properties identified in Appendix B, List of Properties, except for those properties sold via auction. Contractor shall use **Appendix A, Overview of the Affordable Sales Program** as a general workflow reference and Contractor shall provide the following services:

- Project Management and Administrative Services (Task 1)
- Prospective Buyer Advisory Assistance (Task 2)
- Third Party Coordination Services (Task 3)
- Title and Escrow Services (Task 4)
- Home Loan Counseling/Home Buyer Education Services (Task 5)
- Language and Interpretation and other professional services (Task 6)

At the time of this agreement, 186 properties may be covered by the terms of this Agreement (collectively, the "710 Properties"). The addresses of the 710 Properties are listed in **Appendix B, List of Properties**. Please note that the quantities (number of properties) indicated in **Appendix B, List of Properties** are for comparison of bids only. No guarantee is made or implied as to the exact quantity of work that will be needed and/or assigned. The number of properties in **Appendix B, List of Properties** may change at Caltrans Contract Manager discretion. The list may be updated and distributed if properties are removed or added without need for amendment. Caltrans will authorize the Contractor to work on specific properties it releases for sale. The number of properties released may vary.

A. Task 1: Project Management and Administrative Services

Contractor shall perform project management and administrative services as follows:

1.1 Draft, Produce, and Distribute Correspondence

Agendas, training materials, and informational materials/pamphlets in English and/or Spanish, project management, word processing, presentation, graphics, and spreadsheet information shall be made electronically using compatible software. Support for other languages must be made available by the Contractor if requested by tenants, the Caltrans Contract Manager, or designee.

1.2 Meetings

Meetings may take place at the Contractor, Caltrans' facilities, or at other locations as agreed by the Contractor and Caltrans Contract Manager. Contractor shall coordinate, schedule, and facilitate semi-monthly meetings with Caltrans Contract Manager or

Exhibit A
Consulting Services Agreement (State)

designee. Copies of meeting and action items shall be provided by Contractor to Caltrans Contract Manager or designee.

1.3 Reports

Contractor shall email biweekly status report to Caltrans Contract Manager or designee. Status reports shall show the details of progress towards completion of each milestone, including but not limited to, notice of solicitation, completion of required documentation for affordable buyers, determination of prospective buyer's eligibility or ineligibility and close of escrow. The status report shall include concerns and issues received from current tenants, and the responses/resolutions to such matters.

1.4 Work/ Product/ Task Authorization

All work, products and Task shall be approved and accepted by the Caltrans Contract Manager or designee and, if not accepted, the Contractor shall redo the work at the Contractor's own expense.

1.5 Proof of Mailing

Contractor shall produce tracking records, receipts, and proof of mailing or delivery.

1.6 Caltrans facilities/ Office Authorization

Contractor and/or subcontractor(s) may request to use Caltrans' facilities/offices to provide the services pursuant to this Agreement with advance notice of two (2) calendar months and/or at the discretion of the Caltrans Contract Manager or designee. The Contractor shall provide all necessary office equipment and supplies, and field equipment and supplies needed to complete the required work.

1.7 Public Health Orders or Situation

Contractor shall ensure that all employees are following all the public health protocols during work hours, workshops, field visits with tenants, meetings with Caltrans employees, and meetings with stakeholders. Contractor must provide employees and guests at workshops with all Personal Protective Equipment (PPE) as required by law.

Task #1	Deliverable	Acceptance Criteria	Estimated timeframes
1.1	Draft, produce, and distribute correspondence	Contractor submits materials listed above to the tenants and Caltrans Contract Manager or designee	Term limit of agreement
1.2	Meetings	- Contractor shall coordinate, facilitate and schedule semi-monthly meetings - Contractor shall provide meeting summaries, action items	Every two (2) weeks from agreement start date to termination date

Exhibit A
Consulting Services Agreement (State)

			Two (2) business days after meeting
1.3	Reports	Email biweekly status reports to Caltrans Contract Manager or designee	Due biweekly from agreement start to termination date
1.4	Work/ Product/ Task Authorization	Confirm work/task/product approval via email or phone with Caltrans Contract Manager or designee	Within five (5) business days of Work/Task/Product Request
1.5	Proof of Mailing	Email proof of mailing or delivery to Caltrans Contract Manager	Two (2) business days after mailing
1.6	Caltrans facilities/ Office Authorization	Shall request via email through Caltrans Contract Manager or designee	Two (2) calendar months' notice
1.7	Public Health Orders or Situation	Contractor must maintain and follow public health order protocol	Term limit of agreement

B. Task 2. Prospective Buyer Advisory Assistance

The Contractor shall perform the following services:

2.1 Determine eligibility within 710 program regulations

Contractor shall provide assistance to each tenant to determine eligibility in accordance with the applicable 710 Sales Program Regulations. [California Code of Regulations, Division 2, Chapter 9.5 - State Route 710 Sales Program | California Code of Regulations | Justia](#)

Shall prepare and send Notice of Solicitation, assist with completion of income certification forms, evaluate documentation to verify length of tenancy, real property ownership interest and household size. Shall meet and counsel all tenant for home buyer assistance, coordinating with signing of Purchase and sales agreements with prospective buyers, lenders, California Housing Finance Agency (CALFHA), and other entities.

2.2 Calculate affordable sales price

Contractor shall calculate affordable sales price of the specific property after determining the prospective buyer's priority and eligibility to purchase the specific property and then submit them to the Caltrans Contract Manager or designee for approval. See **Appendix C, 710 Sales Program Determination of Eligibility and Appendix D, Income Certification.**

2.3 Provide home buyer advisory assistance to prospective buyer

Contractor shall meet with and counsel all tenants, at least once, for homebuyer assistance in accordance with the applicable 710 Sales Program Regulations.

Exhibit A
Consulting Services Agreement (State)

Contractor shall explain to existing tenants the following, including but not limited to: Housing Related Entity (HRE)-tenant relationship before and after the sales process and how tenants interested in purchasing as Fair Market Value (FMV) buyers can purchase properties from Caltrans. As verification of providing in-person consultation services, the Contractor shall obtain the tenants' signature(s), location, date, and time of the consultation. **See Appendix F, Acknowledgement of Consultation.**

2.4 Prospective buyers' consultation

Any continuing consultation may be provided in person, over the phone, or other mutually acceptable methods of communication. If necessary, multiple in-person assistance consultations shall be provided to ensure deadlines are met, The Contractor's office shall be open to tenants of the 710 Properties and the public, depending on current public health orders.

2.5 710 files

File shall include a daily log for each that functions as a diary of actions, events, communication, and transactions related to the property (the "Daily Log"). At Caltrans Contract Manager or designee's request, the Contractor shall provide these files for inspection. The closed file for each specific property shall include, but not limited to the following:

- Preliminary Title Reports
- Policy of Title
- Title Reports and Updates of Title Reports
- Record Searches
- Record Transcription Service
- Statement of Record Ownership
- Title Recording, Wiring, Courier Service Fees
- Flood Determination
- Title Insurance
- Escrow Documentation
- Historic Covenants
- Deed Resale Restrictions
- Contracts for sale
- Fire/Hazard insurance or any other insurance required by the lender
- All inspection reports, including appraiser's inspection reports and re-inspection reports

2.6 Determine sales priority in the event buyer opts out

If the highest priority prospective buyer cannot, or chooses not to, purchase the property prior to close of escrow Contractor shall notify the Caltrans Contract Manager or designee for further instruction.

Task	Deliverable	Acceptance Criteria	Estimated timeframe
2			

Exhibit A
Consulting Services Agreement (State)

2.1	Determine eligibility within 710 program regulations	Contractor shall follow 710's most up to date regulations	Term limit of this agreement
2.2	Calculate affordable sales price	Signed Purchase and Sales Agreement from Buyer	Term limit of this agreement
2.3	Provide home buyer advisory assistance to prospective buyer	Document the tenants' signature(s), location, date, and time of the consultation. See Appendix F, Acknowledgement of Consultation	Term limit of this agreement
2.4	Provide after initial visit buyer consultation	Log and maintain records of continuing consultations (in-person, phone, or virtual) to ensure deadlines are met	Term limit of this agreement
2.5	Maintain physical and electronic files for each of the 710 Properties	Each file shall contain the 15 requested documents	Term limit of this agreement
2.6	Determine Buyer sale priority in the event of prospective buyer opting out of sale	Contractor shall notify Caltrans Contract Manager via email or designee for further instruction	Two (2) business days from written receipt of notice

C. Task 3. Third Party Coordination Services

Contractor shall perform third party coordination services as follows:

3.1 Appraisal Coordination

Contractor shall coordinate with Caltrans Contract Manager or designee, the appraiser, and the tenants to schedule appraisal and other inspections. Scheduling for appraisal inspection will be conducted by appraiser, contractor to be notified via email and provided inspection dates.

3.2 Home inspection and re-inspection coordination

Exhibit A
Consulting Services Agreement (State)

Contractor shall coordinate with home inspectors or re-inspections for repair completion.

The Contractor shall arrange for home inspections according to the 710 Sales Program Regulations/ Minimum Property Standards (MPS) for affordable sales.

- a. The inspection report shall be based on minimum property standards. ALL repair items need to be approved by Caltrans.
 - i. Safe. The condition of the property will not threaten the health or safety of its occupants.
 - ii. Sound. The property is structurally sound – it has not decayed, deteriorated, or been damaged in a way that may be of structural concern.
 - iii. Secure. The home can serve as good security for the property.
- b. Be familiar with items in a home needing repair including, but not limited to, electrical, plumbing, roofing, water heaters, and property access, among others.

If, at any time, the Caltrans Contract Manager or designee requests verification or certification of a home inspection to facilitate requirements for the sale of the specific property, such documentation shall be provided to the Contractor or Caltrans Contract Manager or designee via email, if sufficient, within two (2) business days of the request or as agreed upon by the Contractor and the Caltrans Contract Manager or designee.

3.3 Termite Inspections coordination

Contractor shall schedule termite inspection and reinspection's when directed by Caltrans Contract Manager. Termite inspection company shall issue Notice of Termite Completion after every reinspection.

3.4 Structural Inspection Coordination

Contractor shall schedule structural inspection when directed by Caltrans Contract Manager. Structural Inspection report shall include diagrams showing finding(s) and estimate(s) of repairs.

3.5 Meeting Logs

Contractor shall maintain a log of all scheduled meetings, including open houses, between third parties and/or tenants. All logs and communication must be maintained by the Contractor and provided to the Caltrans Contract Manager or designee. See **Appendix E, Release of Liability – Property Review**.

3.6 Buyer Representation or Agent

Prospective buyers elect to retain a separate agent or representative. At Buyers expense, Contractor shall notify Caltrans by the next business day and provide the necessary disclosure regarding the real estate agency relationship signed by the agent and tenant(s).

3.7 CTC approval of Real estate transaction

The Contractor shall confirm, with the Caltrans Contract Manager or designee, approval of the real property transaction by the California Transportation Commission (CTC) before the close of escrow.

Exhibit A
Consulting Services Agreement (State)

3.8 Home Inspection or re inspection Report

Contractor shall schedule home inspection and reinspection report under the direction of Caltrans Contract Manager. Contractor shall coordinate with tenant to ensure access to property.

3.9 Coordinate Open House

Contractor shall arrange for access to the properties, as required by prospective buyers and third parties, for the purpose of hosting open houses.

3.10 Third Party Services

Contractor to schedule other third-party services not mentioned above under the direction of Caltrans Contract Manager.

3.11 Coordinate activities with prospective buyers, third parties, public agencies

Contractor shall work with Caltrans to coordinate with prospective buyers and third parties as it relates to services under this Agreement as directed by the Caltrans Contract Manager or designee.

Task #3	Deliverable	Acceptance criteria	Estimated Timeframe
3.1	Coordinate with buyer, Appraiser and Caltrans Contract Manager for inspections.	Email from Caltrans Contract Manager to Contractor confirming inspection date and time	Term limit of this agreement
3.2	Coordinate with home inspectors or re-inspections for repair completion	Complete Inspection or Re-inspection reports shall be done per minimum property standards	Term limit of this agreement
3.3	Schedule termite inspection and reinspection	Complete termite inspection report and Notice of Termite completion when directed by Caltrans Contract Manager	Within 2 weeks of request
3.4	Schedule structural inspection when directed by Caltrans Contract Manager	Complete report shall include diagrams showing finding(s) and estimate(s) of repairs	Within 2 weeks of request
3.5	Maintain meeting logs	Shall include scheduled meeting info, open house and communication between third party and or tenants	Term limit of Agreement

Exhibit A
Consulting Services Agreement (State)

3.6	Prospective buyer elects to retain a separate agent or representative	Signed disclosure by tenant and buyer agent	Next Business day
3.7	Confirm approval of the real property transaction by the California Transportation Commission (CTC) before the close of escrow	Confirm approval from CTC website or email/phone call with Caltrans Contract Manager	5 days after CTC meeting
3.8	Schedule home inspection and re-inspections	Complete home inspection report, under the direction of Caltrans Contract Manager, coordinate with tenant to ensure access to property	Within 2 weeks of request
3.9	Arrange for access to Caltrans properties for purposes of hosting open house	Coordinate with tenant to ensure access to property	Term limit of this agreement
3.10	Schedule other third-party services not mentioned above	Shall work with Caltrans Contract Manager schedule, coordinate other third-party services not mentioned	Term Limit of agreement
3.11	Coordinate with prospective buyers and third parties as it relates to services under this Agreement	Shall provide contract manager with documented communications and maintain log of activities	Term limit of agreement

D. Task 4. Title and Escrow Services

Contractor shall furnish, as directed by Caltrans Contract Manager or designee, the following escrow services.

4.1 Title services

Contractor shall provide Title Services (Title reports, records searches transcription, statement of records, wiring, courier and recording services, flood determination).

Contractor shall perform the following services, unless otherwise indicated by Caltrans Contract Manager, including but not limited to:

- Provide Preliminary Title Reports.
- Provide Title Reports and updates as requested by Caltrans Contract Manager or designee.

Exhibit A
Consulting Services Agreement (State)

- Provide Title Record Searches
- Record transcription service
- Statement of Record
- Wiring, Courier and recording Services
- Flood determination

4.2 Escrow Service

Contractor shall provide Escrow Services. Escrow services include, but are not limited to, securing fully executed deeds, obtaining reconveyances, if any, both partial and full, and providing access rights endorsements in the policies. If not allowed to be paid through escrow, Caltrans will reimburse the Contractor for actual closing escrow costs, up to \$10,000.00 per home for up to 100 homes for qualifying buyers, up to the maximum amount of \$1,000,000.00. The Contractor must obtain approval from the Caltrans Contract Manager for escrow charges for each individual transaction prior to escrow being opened.

Task #4	Deliverable	Acceptance Criteria	Estimated Frame
4.1	Provide Title Services	• Complete Title Services submitted to Caltrans Contract Manager or designee	Five (5) days before closing
4.2	Provide Escrow Services	• Secure fully executed deeds	Term limit of agreement

E. Task 5. Home Loan Counseling/Home Buyer Education Services

The Contractor shall perform the following services:

5.1 Housing Counseling Class

At the direction of Caltrans Contract Manager or designee, the Contractor shall coordinate and conduct up to two (2) 8-hour HUD approved housing counseling classes for prospective buyers as required for approved loans at locations, dates and time determined by the Caltrans Contract Manager or designee with space available to accommodate approximately 25 people per class, as described in this Agreement. Depending on current public health and safety orders or on the situation, class sizes may be smaller to accommodate the current health and safety orders currently in place.

5.2 General homebuyer/home loan counseling classes

At the direction of Caltrans Contract Manager or designee, the Contractor shall conduct and coordinate up to four (4) 3-hour general homebuyer/home loan counseling classes at locations, dates and times to be determined by the Caltrans Contract Manager or designee with space available to accommodate approximately 25 people per class, as described in this Agreement. Depending on current public health and safety orders or on the situation, class sizes may be smaller to accommodate the current health and safety orders currently in place.

5.3 Mailing

Exhibit A
Consulting Services Agreement (State)

Contractor shall mail notification of homebuyer/home loan counseling classes to all current tenants of 710 Properties no later than three (3) calendar weeks prior to the date the class is scheduled.

5.4 Training materials and Agenda

The Contractor shall prepare agendas and provide all training materials for the classes identified in **Tasks 5.1 and 5.2**. Materials must be provided to and approved by the Caltrans Contract Manager or designee, for review and input, at least fifteen (15) calendar days prior to each training session.

5.5 Public health and safety protocol

Contractor must enforce all public health and safety protocols in the classroom, such as practicing social distancing, providing hand sanitizer and enforce providing mask coverings or other PPE as required.

If physical attendance at a class is not suggested/allowed due to public health and safety orders, the Contractor must offer an online/virtual class with the participants and be responsible for all the material and equipment set-up.

Task 5	Deliverable	Acceptance Criteria	Estimated Timeframe
5.1	Coordinate and conduct HUD approved housing counseling classes.	• Certificate of attendance provided to Buyers	Term limit of this agreement
5.2	Conduct and coordinate general homebuyer/home loan counseling classes.	• Certificate of attendance provided to Buyers	Term limit of this agreement
5.3	Mail notification of homebuyer/home loan counseling classes.	• Email proof of mailing to all SR710 current tenant to Caltrans Contract Manager or designee	No later than three (3) calendar weeks prior to scheduled class date
5.4	Prepare agendas and provide all training materials	• Contractor submits materials to the tenants and Caltrans Contract Manager or designee	No later than fifteen (15) calendar days prior to each training session
5.5	Enforce all public health and safety protocols.	• Document enforcement issues and escalate to Caltrans Contract Manager or designee	Term limit of agreement

Exhibit A
Consulting Services Agreement (State)

F. Task 6: Language and Interpretation and other professional services

Contractor shall provide language and interpretation services and other professional services for the term of the Agreement. Whenever needed by prospective buyer.

Task #6	Deliverable	Acceptance Criteria	Estimated Timeframe
6	Language and interpretation and professional services	Provide service record containing date and time of service, language provided, name of prospective buyer or third party served, type of service, method of delivery, confirmation from recipient that service needs were met	Term Limit of agreement

8. Caltrans' Responsibilities

Caltrans shall do the following:

- A. Provide the Contractor with Caltrans' form templates for use in the sales process.
- B. Approve the affordable prices, as calculated, and submitted by the Contractor, based on the income levels outlined in the applicable 710 Sales Program Regulations.
- C. Approve the priority order and eligibility of prospective buyers as determined by the Contractor.
- D. Provide relocation assistance services (Government Code, Sections 7260-7277) for qualifying displaced tenants pursuant to applicable 710 Sales Program Regulations.

9. Contractor, in collaboration with Caltrans staff, shall provide assistance with Public Relation Services (PRS), including, but not limited to, public service announcements, press releases, broadcast media, media kits, news conferences, outreach activities/events, public engagement activities/events, social media, web content, graphic design, project branding and fact sheets when necessary.

All PRS-related work performed by Contractor shall be appropriately reviewed and approved by Caltrans Contract Manager and Caltrans District Chief Public Relations Officer (PIO)/Assistant Deputy Director of Public Affairs prior to implementation/release. Caltrans contract manager/District Chief PIO will report all PRS-related activities and events to Caltrans Headquarters Public Affairs Office on the Week Ahead Report (WAR) and the Day Ahead Report (DAR).

Contractor shall comply with Governor's Memo 02-18-2011 that prevents State spending on promotional and marketing items.

Exhibit B
Consulting Services Agreement (State)

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized per **Attachment 1, Cost Proposal**, and shall include the Agreement Number, dates of services, property address(es), description of services completed, escrow charges, and description of classes, as applicable, and shall be submitted in triplicate not more frequently than monthly in arrears to:
- Department of Transportation
D7/ Right of Way
Attention: Caltrans Contract Manager's Name
100 South Main Street
Los Angeles, CA 90012
- C. For **Tasks 1, 2, 3, 4, 5, and 6, with the exception of 1.2, 5.2, and 5.5**, tasks and deliverables in progress may be invoiced in arrears for the actual costs incurred during the billing period. Invoices must be itemized and provide detail on the specific progress toward the completion of the tasks and deliverables in accordance with the Contractor's **Cost Proposal, Attachment 1**, and include supporting documentation. Caltrans shall retain 10% of each invoice until satisfactory completion of all work under this Agreement as determined by the Caltrans Contract Manager.
- D. For **Tasks 1.2, 5.2, and 5.5**, the quantities of meetings and the 8-Hour HUD approved housing counseling classes and the 3-Hour general homebuyer/home loan counseling classes indicated in **Attachment 1** and **Exhibit A, Scope of Work** are estimates only and are provided as a basis for the comparison of bids. Contractor shall be compensated in accordance with the rates listed in the Contractor's **Cost Proposal, Attachment 1** on a per counseling class basis for actual classes requested by Caltrans and satisfactorily conducted by the Contractor. Caltrans shall retain 10% of each invoice until satisfactory completion of all work under this Agreement as determined by the Caltrans Contract Manager.
- E. The maximum allowable amount to be paid for closing escrow costs associated with the sale of properties identified in this Agreement is **\$1,000,000.00**. Escrow Charges shall strictly be a pass-through cost from the Contractor paid to the Title/Escrow Company/Companies performing escrow services for properties identified in this Agreement and shall not benefit the Contractor in any way. Caltrans will reimburse the Contractor for actual closing escrow costs, up to **\$10,000.00** per home for up to 100 homes for qualifying buyers up to the maximum amount of **\$1,000,000.00**. The Contractor must obtain approval from the Caltrans Contract Manager for escrow charges for each individual transaction prior to escrow being opened. Any Escrow Refund(s) due back to the Seller must be directed to Caltrans.

Exhibit B
Consulting Services Agreement (State)

- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

5. Allowable Costs and Payments

- A. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- B. Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- C. The total amount payable by Caltrans shall not exceed **\$TBD**.

6. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements

Exhibit B
Consulting Services Agreement (State)

for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.

- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

7. Excise Tax

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

Exhibit D
Consulting Services Agreement (State)

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Evaluation of Contractor

Performance of Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if the evaluation is negative and the contract price is over \$5,000.

4. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Exhibit D
Consulting Services Agreement (State)

5. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

6. Contractor's Reports and/or Meetings

- A. Contractor shall submit progress reports at least once a month to allow Caltrans Contract Manager to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. Contractor shall meet with Caltrans Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, Contractor shall hold a final meeting with Caltrans Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, a list of all agreements and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of Contractor exceed \$5,000.

7. Publication

- A. Other than as provided in **sections 3 through 6 of Exhibit E** hereto, Contractor shall not copyright the training course materials or written report developed and funded from this Agreement.
- B. The training course materials/written product/report funded from this Agreement shall become the property of Caltrans, and all publication use rights are reserved to the State.
- C. The written product or title pages of the report/course outline shall bear an appropriate description acknowledging the source of funds used to produce the report/document/training course and materials.
- D. The course outline/written product/report shall contain the following disclaimer in a separate section preceding the main body of the document:

Exhibit D
Consulting Services Agreement (State)

"The contents of this training course/documentation/report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This course outline/document/report does not constitute a standard, specification, or regulation."

8. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one (1) occasion or public hearing held by Caltrans relating to this Agreement shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by Contractor to any entity, other than Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. State-Owned Data—Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

Exhibit D
Consulting Services Agreement (State)

- 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

10. Report Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 from within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

11. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

Exhibit D
Consulting Services Agreement (State)

12. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Sections 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement and are identified on the **Bidder Declaration (GSPD-05-105), Attachment 5**.
- B. The following participation requirement percentage is Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended*
 - 5% of work for DVBE(s) *If this Agreement is amended and the additional work can be included in the subcontracted work, the participation requirements may be amended to reflect this change. A revised **Bidder Declaration form, GSPD-05-105** must be attached to and made a part of the amended Agreement.

13. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
 - 1) Proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, the Contractor shall document the absence of DVBEs. This documentation shall include but is not limited to:
 - a. Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b. Search results from the DGS website for DVBEs to perform the specific work.
 - c. Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d. Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the Contractor and the Caltrans Contract Manager.

Exhibit D
Consulting Services Agreement (State)

- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to G, below.
- D. Caltrans Contract Manager shall submit the substitution request to the DGS, OSDS:
 - 1) The request must meet the criteria as specified above or Section 4107 of the Public Contract Code for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE, or in the absence of a DVBE, a California certified Small Business in any of the following situations:
 - 1) When the DVBE becomes bankrupt, insolvent or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of the contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with § 4107.5 of the Public Contract Code is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a. Did not perform in accordance with the plans and specifications; or
 - b. Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to Agreement termination, recovery of damages under rights, remedies and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Sections 10115.10 or 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. The Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

Exhibit D
Consulting Services Agreement (State)

14. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

15. Prohibition from Bidding

This Agreement is subject to the provisions of Public Contract Code Section 10365.5, which states: "No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, goods or supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services contract."

16. Consultant Contractor's Rights and Obligations

Contractor is advised that the 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.

17. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits and Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

Exhibit D
Consulting Services Agreement (State)

18. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

21. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

22. 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 unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts

Exhibit D
Consulting Services Agreement (State)

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.

23. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

Exhibit E
Consulting Services Agreement (State)

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 07A6338.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Exhibit E
Consulting Services Agreement (State)

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

2) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans Contract Manager.

D. Professional Liability

Contractor shall maintain Professional Liability at **\$1,000,000** covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three (3) years after the notice of completion.

E. Satisfying a Self-Insured Retention (SIR)

All insurance required by this contract must allow, but not require, the State to pay any SIR and/or act as the Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as the Contractor's agent in satisfying any SIR, the Contractor shall reimburse the State for the same.

F. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

3. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract **07A6338** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Exhibit A** of the Agreement.

Work Product: As defined as deliverable in **Exhibit A** of the Agreement, including, but not limited to, all Work and deliverables conceived or made, or made hereafter conceived or made,

Exhibit E
Consulting Services Agreement (State)

either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Contractor or jointly with Contractor's Subcontractor and/or Contractor's Subcontractor's employees with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

- 1) **Ownership of Work Product and Copyright Rights:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees, and/or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Contractor, its employees, and/or the Contractor's Subcontractor's employees for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Rights:** Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, both Work Product considered, by operation of law, to be works for hire for Caltrans and Work Product which, by operation of law, may not be considered work made for hire by Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees for Caltrans. From time to time upon Caltrans' request, the Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees shall confirm such assignments by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

Exhibit E
Consulting Services Agreement (State)

- 1) **Vesting of Patent Rights:** The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby agree to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor employees shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees, Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees believe to be new or different. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall, upon Caltrans's request and at Caltrans's expense, cause patent applications to be filed thereon, through attorneys designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall give Caltrans and its attorneys all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent of this Agreement.
- 2) **Agency:** In the event that Caltrans is unable for any reason whatsoever to secure the Contractor's, its employees', Contractor's Subcontractor's, and/or Contractor's Subcontractor's employees', signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby irrevocably designate and appoint Caltrans and its duly authorized officers and agents, as its/their agent and attorney-in-fact, to act for and on Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees behalf and stead, to execute and file such applications and do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, and/or patents thereon with the same legal force and effect as if executed by Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees. Caltrans shall have no obligations to file any copyright, trademark, or patent applications.
- 3) **Avoidance of Infringement:** In performing services under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees become aware of any such possible infringement in the course of performing any work under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall immediately notify Caltrans's Caltrans Contract Manager of same in writing.
- 4) **Pre-Existing Works and License:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of Caltrans, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in

Exhibit E
Consulting Services Agreement (State)

connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify Caltrans' Caltrans Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, perpetual, royal-free license to utilize the Pre-existing Works in connection with the Work Product.

C. Additional Provisions

Subcontractors: Contractor shall affirmatively bind by contract any of its Subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this **Exhibit E**. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to Caltrans' Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor of same in writing, and Contractor shall then immediately notify the Caltrans Contract Manager of same in writing.

D. Ownership of Data:

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine-readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement or subcontract in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

4. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax

Exhibit E
Consulting Services Agreement (State)

delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

Attachment 4

APPENDIX A OVERVIEW OF THE AFFORDABLE SALES PROGRAM

§ 1475 Purpose and Scope

- (a)** In 1979, the Legislature passed and the Governor did sign Senate Bill 86, subsequently amended, most recently by Senate Bill 416, and collectively known as the “Roberti Act,” which added Sections 54235 through 54238.7 to the Government Code (the Act) wherein the Legislature has found and declared that the sale of certain surplus residential properties by the Department of Transportation (the Department) would directly serve an important public purpose. The Legislature intended by passage of the Act to dispose of such surplus residential properties in a manner that will preserve, upgrade and expand the supply of housing available to affected persons and families of low or moderate-income. The Legislature further intended the Act to mitigate the environmental effects, within the meaning of Article XIX of the California Constitution, caused by certain highway activities related to such surplus residential properties.
- (b)** This chapter sets forth the regulations used by the Department for the sale of surplus residential properties and nonresidential properties pursuant to the Act for State Route 710 (SR 710), in Los Angeles County. The regulations specified herein and the governing statutes are collectively known as the “Affordable Sales Program.”

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Cal. Const. art. XIX; Govt. Code §§ 54235, 54238.3 & 54238.4.

§1476 Definitions

- (a)** “Affordable housing cost” shall have the same definitions as set forth in Health and Safety Code section 50052.5. For purposes of this chapter, for households whose gross income is above low or moderate income but does not exceed 150 percent of the area median income, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 150 percent of area median income adjusted for family size appropriate for the unit in accordance with Health and Safety Code section 50052.5(b)(4).
- (b)** “Affordable price” means the maximum price at which the housing cost to be paid by the prospective purchaser would not exceed the affordable housing costs for such purchases while applying the market interest rate over a fully amortized 30-year term, but

under no circumstances shall it be more than the Department approved appraised fair market value nor less than the original acquisition price paid by the Department.

- (c) “Affordable rent”** means rent calculated in accordance with the provisions of California Code of Regulation, title 25, section 6922.
- (d) “Area median income”** shall have the same definition as set forth in Health and Safety Code, section 50093.
- (e) “CalHFA”** means the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California created by the Zenovich-Moscone-Chacon Housing and Home Finance Act, division 31 of the California Health and Safety Code.
- (f) “Conditional Offer Prior to Sale”** means the manner in which all surplus residential property is offered for sale in accordance with this chapter.
- (g) “Designated housing-related public entity”** means a housing-related public entity designated by the legislative body of the city in which a surplus residential property is located. Such designation shall be made by the legislative body pursuant to resolution and sent to the Department within the time frames set forth in this chapter.
- (h) “Date the offer of sale is made”** means the date stated in the Conditional Offer Prior to Sale or publication, as applicable.
- (i) “Decent, Safe, and Sanitary”** means the condition of a replacement dwelling as defined and described in California Code of Regulations, title 2, section 1872.
- (j) “Department approved appraised fair market value”** means the fair market value as determined by a licensed appraiser, and reviewed and accepted by the Department.
- (k) “Displaced”** means a condition when a person is subject to displacement pursuant to Government Code section 54236(e) or 54238.3(b).
- (l) “Fair market value”** means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

 - (1) The buyer and seller are typically motivated;
 - (2) Both parties are well informed or well advised, and each is acting in what they consider their best interest;
 - (3) A reasonable time is allowed for exposure in the open market;
 - (4) Payment is made in terms of cash in United States Dollars or in terms of a financial arrangement comparable thereto;
 - (5) The price represents the normal consideration for the property sold unaffected by special or creative financing, sales concessions, or the use and resale restrictions; and
 - (6) For transfer from the Department, the date of value is the date the offer of sale is made by the selling agency.

- (m)“Forced to relocate”** means a condition when a displaced person has vacated the surplus residential property not later than ninety (90) days after transfer from the Department to a new owner pursuant to a legal written notice to vacate, excluding notices for cause.
- (n)“Former tenants in good standing”** means tenants who were current in rent obligations, in full compliance with the terms and conditions of the lease or rental agreement at the time of vacancy, and whose tenancy was not terminated for cause.
- (o) “Good cause”** means circumstances beyond the control of the tenant, occupant, or prospective buyer.
- (p)“Good standing”** means a condition when tenants or occupants who are current in rent obligations, and in full compliance with the terms and conditions of the lease or rental agreement as of the date the tenant or occupant responds to the Conditional Offer Prior to Sale and at time of transfer from the Department.
- (q)“Housing cost”** of a prospective buyer purchasing a surplus residential property shall be calculated in accordance with the provisions of California Code of Regulation, title 25, section 6920.
- (r)“Housing-related private entity”** means any individual, joint venture, partnership, limited partnership, trust, corporation, cooperative, or other legal entity, or any combination thereof, approved by the Department as qualified to either own, construct, acquire, or rehabilitate a housing development, or a residential structure other than an owner-occupied single unit whether for profit, non-profit, or limited profit.
- (s)“Housing-related public entity”** means any county, city, city and county, the duly constituted governing body of an Indian reservation or Rancheria, or housing authority organized pursuant to the Health and Safety Code, division 24, part 2, chapter 1, and also includes any state agency, public district or other political subdivision of the state, and any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons or families of low or moderate income. Housing-related public entity also includes two or more housing-related public entities acting jointly.
- (t)“Limited equity cooperative housing”** means a corporation as defined in Civil Code section 817.
- (u)“Minimum Property Standards”** means meeting the following minimum acceptable criteria for existing surplus residential properties.
- (1) Real Estate Entity. The property must comprise a single readily marketable real estate entity.
 - (2) Party or Lot Line Wall. A building constructed on or to a property line must be separated from the adjoining building, by a wall extending the full height of the building from the foundation to the ridge of the roof. The wall can separate row type townhouses or semi-detached units. There must be adequate space between buildings to permit maintenance of the exterior walls.
 - (3) Service and Facilities.

- (i) Trespass. Each living unit must be able to be used and maintained individually without trespass upon adjoining properties. Any easement required must run with the land.
 - (ii) Utilities must be independent for each living unit except that common services, such as water, sewer, gas and electricity, may be provided for living units under a single mortgage or ownership. Separate utility service shut-off for each unit shall be provided. For living units under separate ownership, common utility services may be provided from the main to the building line when protected by easement or covenant and maintenance agreement acceptable to the Department. Individual utilities serving a living unit shall not pass over, under, or through another living unit, unless provision is made for repair and maintenance of utilities without trespass on adjoining properties or legal provision is made for permanent right of access for maintenance and repair of utilities.
 - (iii) Other facilities must be independent for each living unit, except that common services, such as laundry and storage space or heating, may be provided for in two-to-four living unit buildings under a single mortgage.
- (4) Each living unit must contain the following:
 - (i) A continuing supply of safe and potable water.
 - (ii) Sanitary facilities and a safe method of sewage disposal.
 - (iii) Heating adequate for healthful and comfortable living conditions. The Department may determine that climatic conditions are such that mechanical heating is not required. Dwellings with wood burning stoves or solar systems used as a primary heat source must have permanently installed conventional heating systems that maintain at least 50 degrees Fahrenheit in areas containing plumbing systems.
 - (iv) Domestic hot water.
 - (v) Electricity for lighting and for equipment used in the living unit.
- (5) Access.
 - (i) Each property must be provided with a safe and adequate pedestrian or vehicular access from a public or private street.
 - (ii) All streets must have an all-weather surface.
 - (iii) Access to the living unit must be provided without passing through any other living unit.
 - (iv) Access to the rear yard must be provided without passing through any other living unit. For a row-type dwelling, the access may be by means of alley, easement, passage through the dwelling, or other acceptable means.
- (6) Defective Conditions. Defective construction, poor workmanship, evidence of continuing settlement, excessive dampness, leakage, decay, termites, or other conditions impairing the safety, sanitation or structural soundness of the defects

or conditions have been remedied and the probability of further damage eliminated.

- (7) Space Requirements. Each living unit must be provided with space necessary to assure suitable living, sleeping, cooking and dining accommodations and sanitary facilities.
- (8) Mechanical systems must be safe to operate, be protected from destructive elements, have reasonable future utility, durability and economy, and have adequate capacity and quality.
- (9) Ventilation. Natural ventilation of structural space such as attics and crawl spaces, must be provided to reduce the effect of conditions of excess heat and moisture which are conducive to decay and deterioration of the structure.
- (10) Roof covering must prevent entrance of moisture and provide reasonable future utility, durability and economy of maintenance. When reroofing is needed for a defective roof, already consisting of three layers of shingles, all old shingles must be removed prior to re-roofing.
- (11) Hazards. The property must be free of hazards which may adversely affect the health and safety of the occupants or the structural soundness of the improvements, or which may impair the customary use and enjoyment of the property by the occupants. The hazards can be subsidence, flood, erosion, defective lead base paint (24 CFR Part 35) or the like.
- (12) Crawl Space
 - (i) Must be adequate access to the crawl space.
 - (ii) The floor joists must be sufficiently above the highest level of the ground to provide access for maintenance and repair of ductwork and plumbing.
 - (iii) The crawl space must be clear of all debris and properly vented.
 - (iv) Any excessive dampness or ponding of water in the crawl space must be corrected.
- (13) Drainage. The site must be graded so as to provide positive, rapid drainage away from the perimeter walls of the dwelling and prevent ponding of water on the site.

(v) “Multifamily property” means property that consists of two or more dwelling units.

(w) “Nonresidential Property” means property, whether improved or unimproved, that is used primarily for a nonresidential purpose that is fully compliant, properly permitted, and licensed under local ordinances and state licensing requirements as of the effective date of these regulations if applicable.

(x) “Occupant” notwithstanding any other provision of law, means a person or persons who lives in the surplus residential property as their principal place of residence, is of majority age, and is listed on the lease or rental agreement prior to the date a prospective buyer responds to a Conditional Offer Prior to Sale.

(y) "Persons or families of low or moderate income" shall have the same meaning as set forth in Health and Safety Code section 50093. For purposes of this chapter, "persons or families of low or moderate income" also means persons or families whose income does not exceed 150 percent of the area median income adjusted for family size.

(z) "Principal place of residence" means the place where one actually lives for the greater part of time, or the place where one remains when not called elsewhere for some special or temporary purpose and to which one returns frequently and periodically, as from work or vacation. There may be only one principal place of residence for any individual. Evidence that a location is the individual's "principal place of residence" includes, but is not limited to, the following elements, a compilation of which lends greater credibility to the determination that a particular place is the principal place of residence, whereas the presence of only one element may not support such a determination:

(1) The subject premises are listed as the individual's place of residence on any motor vehicle registration, driver's license, voter registration, or with any other public agency, including federal, state and local taxing authorities.

(2) Utilities are billed to and paid by the individual at the subject premises.

(3) All of the individual's personal possessions have been moved into the subject premises.

(4) A homeowner's tax exemption for the individual has not been filed for a different property.

(5) The subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, or other reasonable temporary periods of absence.

(aa) "Prospective buyer" means an occupant who lives in the surplus residential property as their principal place of residence for at least ninety (90) days prior to the date the property was declared surplus and who shall occupy the surplus residential property as their principal place of residence after transfer by the Department.

(bb) "Reasonable price" means the price which is best suited to the economically feasible use of the property as decent, safe, and sanitary housing at affordable rents and affordable prices established by the entity in accordance with section 1478(c).

(cc) "Surplus residential property" means land and structures owned by the Department determined to be excess pursuant to Streets and Highways Code section 118.6, and determined to be no longer necessary for the Department's use, and that are developed as single-family or multifamily housing, but does not include property being held by the Department for the purpose of exchange.

(dd) "Transfer" means any sale, assignment, or conveyance, voluntary or involuntary, of any interest in the property. Without limiting the generality of the foregoing, transfer shall include (i) a transfer by devise, inheritance or intestacy to a party who does not meet the definition of persons or families of low or moderate income, (ii) a lease or occupancy

agreement of all or any portion of the property unless due to hardship or otherwise approved by the Department, (iii) creation of a life estate, (iv) creation of a joint tenancy interest, (v) execution of a land sale contract by which possession of the property is transferred to another party and title remain in the transferor, (vi) a gift of all or any portion of the property, or (vii) any voluntary conveyance of the property. Transfer shall not include conveyance by devise, inheritance, or intestacy to a spouse, a conveyance to a spouse pursuant to the right of survivorship under a joint tenancy, conveyance to a revocable trust, or a conveyance to a spouse in a dissolution proceeding, however, any subsequent conveyance shall be subject to the use and resale restrictions.

(ee)“Tenure” means the longest uninterrupted term of occupancy attributable to each prospective buyer.

(ff)“Use and resale restrictions” means any and all terms, conditions and restrictions recorded against the surplus residential property or otherwise made pursuant to this chapter and which shall be enforceable pursuant to the Act and this chapter.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7, 25 CFR 700.55. Reference cited: Govt. Code §§ 54236, & 54237, 54238; Sts. & Hy. Code § 118.6; 25 C.F.R. § 7303; 24 C.F.R. § 5.100; Health & Saf. Code § 50076.5; 25 CFR 700.55; Health & Saf. Code divs. 24 & 31; Health & Saf. Code §§ 50052.5 to seq., 50079.5 & 50093; Cal. Code Regs., tit. 2, §1872; Cal Code Regs., tit. 25 §§ 6910, 6912, 6914, 6916, 6918, 6920, 6922, 6924, 6926, 6928, 6930, 6932; Civ. Code § 817.

§1477 Conditional Offer Prior to Sale

(a) In making offers to sell surplus residential property, the Department shall determine the order of priority and condition such offers as follows:

- (1) All single-family residences presently occupied by their former owners shall be offered to those former owners at the Department approved appraised fair market value on condition they are tenants in good standing.
- (2) All single-family residences shall be offered at an affordable price or Department approved appraised fair market value at each prospective buyer's option to the occupants, on condition occupants are: (i) tenants in good standing (ii) have occupied the surplus residential property as their principal place of residence two years or more, (iii) are persons or families of low or moderate income, and (iv) have not had an ownership interest in real property in the last three years as of the date as of notice per section 1485(a).

- (3) All single-family residences shall be offered at an affordable price or Department approved appraised fair market value at each prospective buyer's option to the occupants, on condition occupants are: (i) tenants in good standing, (ii) have occupied the surplus residential property as their principal place of residence five years or more, (iii) have household gross income that is above low or moderate income but does not exceed 150 percent of the area median income, and (iv) have not had an ownership interest in real property in the last three years as of the date as of notice per section 1485(a).
- (4) All other surplus residential properties and all properties described in paragraphs (1), (2), or (3) of this subparagraph (a) that are not purchased by the former owners or the occupants, shall then be offered at a reasonable price to and in the following order of priority: (i) if it is feasible, then the surplus residential property shall be offered to prospective housing-related private and public entities on condition that the purchasing entity cause the surplus residential property to be rehabilitated and developed as a limited equity cooperative housing cooperative or cooperatives in accordance with Civil Code section 817, with first right of occupancy to current tenants, (ii) if it is not feasible to sell the surplus residential property to prospective housing-related private or public entities on condition that the purchasing entity cause the surplus residential property to be rehabilitated and developed as a limited equity cooperative housing cooperative or cooperatives in accordance with Civil Code section 817, then the surplus residential property shall be offered to a housing-related public entity as designated by the legislative body of the city in which the surplus residential property is located (the "designated housing-related public entity"), with first right of occupancy to current tenants, (iii) to any housing-related private or public entity on condition the purchasing entity shall cause the surplus residential property to be used for low and moderate income rental or owner-occupied housing in accordance with this chapter, with first right of occupancy to the current tenants. Feasible, as used in this section, means the ability or capacity to form a cooperative or cooperatives based on a commercially reasonable market analysis paid for by the prospective housing-related private or public entity. Factors considered shall include, but not be limited to, the geographic location, number of units, tenant interest, available resources for continued operation, and availability of financing as determined by the Department.
- (5) Any surplus residential properties not sold pursuant to subparagraphs (1) to (4), inclusive, shall then be sold at fair market value to and in the following order of priority: (i) to current tenants in good standing who intend to be owner occupants, (ii) to former tenants in good standing who intend to be owner occupants, with priority given to the most recent tenants first, (iii) pursuant to Streets and

Highways Code section 118, with preference given to the highest responsive bidder who will be an owner occupant.

- (b) All surplus residential properties offered to current tenants in good standing shall be made to such current tenants shown on the existing lease or rental agreement for purchase in the entirety. No offers shall be made that exclude any qualified tenant(s).
- (c) All surplus residential properties offered to former tenants in good standing, such offers shall be made to such former tenants in good standing shown on the most recent lease, rental agreement or other documentation reasonably approved by the Department for purchase in the entirety. No offers shall be made that exclude any qualified former tenant(s).
- (d) The Department may solicit bids and proposals from housing-related private and public entities for such prospective sales described in this section.
- (e) All nonresidential property shall be offered at fair market value to current tenants in good standing, then to any other buyer pursuant to Streets and Highways Code section 118.
- (f) Purchase funds must come from sources other than the Department; the Department will not lend or otherwise finance purchases of the surplus property.
- (g) All surplus residential and nonresidential properties sold are without warranty.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3, Civ. Code § 817; Sts. & Hy. Code § 118.

§1478 Conditions of Conditional Offer Prior to Sale

- (a) For all surplus residential property offered at fair market value, the following conditions shall apply:
 - (1) The sales price shall be determined by a Department approved appraisal of fair market value.
- (b) For all single-family surplus residential property offered at an affordable price, the following conditions shall apply:
 - (1) The sales price shall be determined in an amount and under such terms that results in an affordable housing cost to the prospective buyer.
 - (2) The Department shall verify tenure, income, real property ownership interest, and household size for prospective buyers.
 - (3) Pursuant to subdivision (b) of section 54237 of the Government Code, the Department shall provide necessary repairs limited to the Minimum Property Standards and reasonable lender required repairs identified pursuant to a written inspection report prepared in accordance with Section 1996, title 16, of the California Code of Regulations provided however the Department may offer a single-family surplus residential property in an "as is" condition at the request of

a prospective buyer given priority to purchase such surplus residential property at an affordable price.

- (4) Notwithstanding the requirement to provide repairs in subdivision (b) of section 54237 of the Government Code, the Department may elect to offer a replacement dwelling in lieu of the property that would have otherwise been offered to a prospective buyer, pursuant to Government Code section 54237.5. In such event, the sales price for the replacement dwelling shall be determined under the same terms and conditions set forth in this section, including the recordation of the use and resale restrictions, and the surplus residential property shall then be sold at an affordable price.
- (5) There shall be use and resale restrictions commencing from the date of transfer from the Department limiting occupancy to persons or families of low or moderate income and the subsequent sale of the surplus residential property in accordance with Government Code section 54237(b).
- (6) Any transfer of the surplus residential property within the first year after transfer shall give rise to the presumption that the buyer did not intend to make the surplus residential property the individual's principal place of residence. In the event the buyer cannot overcome such presumption, then such transfer shall be deemed a default under the use and resale restrictions and the Department may take such action to enforce its rights including those under section 1488.
- (7) In no event shall the affordable sales price be less than the original acquisition price paid by the Department.
- (c) For all surplus residential properties offered at a reasonable price, the following priorities and conditions shall apply:

 - (1) If to housing-related private and public entities on condition that the purchasing entity shall cause the surplus residential property to be rehabilitated and developed as a limited equity cooperative housing cooperative or cooperatives in accordance with Civil Code section 817, then the sales price shall be the price which is best suited to the economically feasible use of the surplus residential property as decent, safe, and sanitary housing at affordable rents and affordable prices as established by the entity for persons or families of low or moderate income, with first right of occupancy to current tenants.
 - (2) If to a housing-related private or public entity other than as described in (c)(1), then the sales price shall be the price which is best suited to the economically feasible use of the property as decent, safe, and sanitary housing at affordable rents and affordable prices as established by the entity for persons or families of low or moderate income on condition said entity shall first offer to sell the surplus residential property within the same time frames imposed by this chapter for sales made by the Department, at fair market value to present tenants in good standing who intend to be owner occupants. In the event such tenants elect not to purchase

the surplus residential property within such time frames, the entity shall cause the surplus residential property to be used as decent, safe, and sanitary housing at affordable rents for persons or families of low or moderate income, with first right of occupancy to present tenants at (i) affordable rents in accordance with this section or (ii) fair market rents in the event such tenants do not qualify at affordable rents.

- (3) In order to ensure that the surplus residential property will remain available to persons or families of low or moderate income, there shall be use and resale restrictions commencing from the date of transfer from the Department limiting occupancy to persons or families of low or moderate income and the subsequent sale of the surplus residential property in accordance with Government Code section 54237(d).
- (4) Any transfer of the surplus residential property within the first year after transfer to a housing-related private or public entity shall give rise to the presumption that such entity did not intend to use the surplus residential property in accordance with either subsections (c)(1) or (c)(2) above. In the event such entity cannot overcome such presumption, then such transfer shall be deemed a default under the use and resale restrictions and the Department may take such action to enforce its rights including those under section 1488.
- (5) In no event shall the reasonable sales price be less than the original acquisition price paid by the Department.
- (d) Notwithstanding the restriction limiting occupancy and the subsequent sale of the surplus residential property in accordance with Government Code sections 54237(b) and (d), a buyer of surplus residential property may elect to resell the surplus residential property at fair market value during the term of the use and resale restrictions subject to the following:
- (1) Upon subsequent sale, the seller shall pay the CalHFA, any net proceeds, which shall be equal to any net equity as defined in subdivision (d)(2) of this section, and the proportionate share of net appreciation, as defined in subdivision (d)(3) of this section; provided, however, in the event the seller is a private or public housing-related entity, such net proceeds shall be paid as follows:
- (A) Any net equity as defined in subparagraph (2) shall be evenly divided and paid to the CalHFA and the entity.
- (B) Any net appreciation as defined in subparagraph (3), shall be divided as set forth in subparagraph (4) and paid to the CalHFA and the entity.
- (C) All net proceeds paid to housing-related entities shall be used to preserve, upgrade and expand the supply of affordable housing exclusively in the Pasadena, South Pasadena, Alhambra, La Canada Flintridge, and the 90032 ZIP code unless otherwise restricted to a particular city in accordance with state law. Housing-

related private entities will be monitored at least annually to ensure compliance with this section.

- (2) For purposes of this chapter, the net equity shall be equal to the Department approved appraised fair market value of the surplus residential property at the time of initial sale, minus the initial sale price to the buyer pursuant to Government Code section 54237. If upon resale, the appraised fair market value is lower than the Department approved appraised fair market value of the property without the use and resale restrictions, the value at the time of the resale shall be used as the Department approved appraised fair market value.
- (3) For purposes of this chapter, "net appreciation" means the difference between the sales price upon resale and the sum of the following deductions:

 - (A) Any net equity as defined in subdivision (d)(2) of this section;
 - (B) The remaining principal loan balance on all financing previously approved by the Department on the property;
 - (C) All actual closing costs paid by the seller when the property is sold (i.e., escrow, title, broker's fee, real estate commissions);
 - (D) The owner's down payment, if any; and
 - (E) Any costs of improvements for which the Department determines, in its good faith discretion, that such costs of improvements were reasonable and resulted in a higher fair market value of the property.
- (4) For purposes of this chapter, the CalHFA's proportionate share of net appreciation shall be equal to one hundred percent (100%) through the end of the first year. Beginning in the second year, the CalHFA's proportionate share of net appreciation shall be reduced by twenty percent (20%) each year to zero percent (0%). At the completion of five (5) years, the CalHFA shall no longer be entitled to any net appreciation.
- (5) The owner may refinance a loan on the surplus residential property subject to the prior written approval by the Department, provided any net cash proceeds derived from such refinancing shall be limited to an amount equal to the current appreciation, if any, over and above the net equity to which the CalHFA is entitled under this subparagraph (d). Such proceeds shall be further divided between the owner and the CalHFA based upon the current proportionate share of net appreciation as set forth in subparagraph (d)(4).
- (6) The provisions of this section shall be set forth in the use and resale restrictions and shall not be subject to subordination.
- (e) Upon the occurrence of the earlier of the termination of the use and resale restrictions or resale at fair market value, the Department shall execute and record a full conveyance of its rights to the surplus residential property in the manner required pursuant to Civil Code section 2941.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: 24 C.F.R. § 200.926; Govt. Code §§ 54237 & 54237.3; Cal. Code Regs., tit. 16, § 1996, tit. 25, §§ 6910 et seq.; Civ. Code §§ 817, 2941; Sts. & Hy. Code §§ 104.5 & 118.

§1479 Notice of Conditional Offer Prior to Sale

- (a) The Department shall give written notice of the Conditional Offer Prior to Sale by certified mail, to each occupant in good standing, and to each former tenant at the last address known to the Department for single-family surplus residential properties pursuant to section 1477.
- (b) All other offers required by section 1477 shall be made by publishing the notice in at least one newspaper of general circulation within the city or county in which the surplus residential property is located, pursuant to Government Code section 6061.3.

NOTE: Authority cited: Govt. Code §§ 6061.3, 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 6061.3, 54237 & 54237.3.

§1480 Term of Conditional Offer Prior to Sale

- (a) The Conditional Offer Prior to Sale delivered by certified mail shall remain open for one hundred twenty (120) calendar days from the postmarked date of mailing. The Conditional Offer Prior to Sale made pursuant to published notice shall remain open for one hundred twenty (120) calendar days from the final date of publication pursuant to Government Code section 6061.3.

NOTE: Authority cited: Govt. Code §§ 6061.3, 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 6061.3, 54237 & 54237.3.

§1481 Acceptance of Conditional Offer Prior to Sale

- (a) Acceptance of the Conditional Offer Prior to Sale must be made in writing to the Department, mailed by certified mail, (return receipt requested), to the address identified in the Conditional Offer Prior to Sale and postmarked no later than one hundred twenty (120) calendar days from the postmarked date of mailing of the notice of Conditional Offer Prior to Sale or the final date of publication, as applicable.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1482 Acceptance Must Include Evidence of Eligibility to Purchase; Burden on Prospective Buyer

- (a) Acceptance of the Conditional Offer Prior to Sale by the prospective buyer for purchase at an affordable price must include evidence of income, tenure, real property ownership interest, and household size.
- (1) The prospective buyer shall provide documentation of household income. Income from all occupants 18 years of age or older as of the date of acceptance of Conditional Offer Prior to Sale shall be included as part of household income. Documentation may include but is not limited to Internal Revenue Service Form W-2, complete federal income tax returns and forms, pay stubs, and any other financial documentation relevant to income.
- (2) The prospective buyer shall execute a notarized affidavit attesting to tenure, no ownership interest in real property, and occupancy. No power of attorney may be used with this document.
- (3) For prospective buyers of surplus residential property who will be owner occupants, the prospective buyers must execute a notarized affidavit attesting to their intent to reside in the surplus residential property, and must declare their intention to maintain it as their principal place of residence. No power of attorney may be used with this document.
- (b) The burden is on the prospective buyer to show eligibility for purchase at an affordable price.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1483 Incomplete or Insufficient Documentation is Grounds for Denial

- (a) Prospective buyers that submit initial responses to the Conditional Offer Prior to Sale in accordance with section 1482 that are deemed to be incomplete or insufficient shall be notified by certified mail of the incompleteness or insufficiency of the response within thirty (30) calendar days of the Department receiving such initial response however, failure to provide timely notification shall not be deemed to be a determination of completeness or sufficiency. Additional required documentation must be mailed, by certified mail, to the address identified in the notice and postmarked no later than sixty

(60) calendar days from the date of mailing such notification of incompleteness or insufficient documentation. Failure of the prospective buyer to respond satisfactorily as determined by the Department and within the time period shall be deemed a rejection of the offer.

(b) Notwithstanding 1481(a), prospective buyers shall have a maximum of two hundred fifty (250) calendar days to respond with complete and sufficient documentation in accordance with section 1482 as determined by the Department. The Department may, however, at its sole discretion, and upon the prospective buyer showing good cause, grant an extension but in no case shall the maximum number of calendar days exceed two hundred fifty (250) for receipt of complete and sufficient documentation.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1484 Failure to Respond Within 120 Calendar Days of Mailing of Conditional Offer Prior to Sale Deemed Rejection.

- (a) Failure to respond to the Conditional Offer Prior to Sale or an initial response received after one hundred twenty (120) calendar days from the postmarked date of mailing of the Conditional Offer Prior to Sale or date of final publication, as applicable, shall be deemed a rejection of the offer.
- (b) The Department shall notify occupants who do not respond in a timely manner to the Conditional Offer Prior to Sale of the rejection of the offer. Such notice shall be mailed first class mail within thirty (30) calendar days of the final day of the initial one hundred twenty (120) calendar day response period.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1485 Determination of Eligibility and Qualifications; Qualified Prospective Buyers Ranked by Priority, Burden on the Prospective Buyer

- (a) The Department shall review the documentation supplied by, and determine the eligibility of, each respondent for a particular surplus residential property in accordance with section 1477 within sixty (60) calendar days of receipt of documentation. Documentation supplied shall be sufficient for the Department to determine eligibility to meet

qualifications. Respondent shall be notified by the Department when supplied documentation is deemed complete.

- (b) When two or more respondents have equal eligibility for a particular surplus residential property, each respondent's relative priority for purchasing the surplus residential property will be ranked according to the postmarked date of the acceptance of the Conditional Offer Prior to Sale. Notwithstanding the foregoing sentence, one or more respondents with equal eligibility for a particular surplus residential property first offered to a housing-related private or public entity in accordance with section 1478 shall be ranked in a manner determined by the housing-related private or public entity.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1486 Contract for Sale

- (a) Upon determining the respondent with the highest priority to purchase, the Department shall send the respondent a contract for sale via certified mail. To accept the contract for sale, the respondent shall sign and return the contract for sale via certified mail (return receipt requested) within thirty (30) calendar days from the postmarked date of the Department's mailing of the contract for sale.
- (b) Department shall pay the following closing costs:
- (1) For affordable price buyers, the Department shall pay customary and reasonable seller's closing costs and buyer's reasonable non-recurring closing costs.
 - (2) For reasonable price buyers and fair market value buyers, the Department shall pay customary and reasonable seller's closing costs. A buyer will be responsible for customary and reasonable buyer's closing costs.
- (c) The Department shall reimburse a prospective affordable price buyer up to a maximum of \$3,000, at time of closing, in the event the buyer chooses to retain an agent to facilitate and advise on the purchase transaction. Such agent must be properly licensed by the California Bureau of Real Estate or The State Bar of California.
- (d) Contracts for sale under this chapter may be subject to California Transportation Commission (CTC) approval.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1487 Upon Acceptance, Buyer has 120 Days to Close Escrow

- (a) Upon execution of a contract for sale, the buyer has one hundred twenty (120) calendar days to close escrow. The Department may, however, at its sole discretion, and upon the buyer showing good cause, grant a thirty (30) calendar day extension.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1488 Duty of Buyer Upon Noncompliance

- (a) Pursuant to Government Code section 54238, in the event a buyer of surplus residential property does not comply with use and resale restrictions imposed pursuant to chapter, the Department may require that the buyer pay the Department the difference between the actual price paid by the buyer for the surplus residential property and the fair market value of such property, at the time of the Department's determination of noncompliance, plus 6 percent interest on such amount for the period of time the surplus residential property has been held by the buyer. Such interest shall be compounded annually.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code § 54238.

§1489 Monitoring

- (a) All surplus residential properties sold at below the Department approved appraised fair market value shall be monitored at least annually for the duration of the use and resale restrictions to ensure compliance with the provisions therein.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code § 54237.

§1490 Lender Limitation

- (a) Except as otherwise provided in the regulations or the Act, no lender shall have or anticipate an interest in or stand to gain financially from the surplus residential property other than that of a mortgage lender.

NOTE: Authority cited: § 54237. Reference cited: § 54237

§1491 Financing

- (a) The California Housing Finance Agency is the State's affordable housing lender, with expertise in developing and administering real estate lending programs and products benefiting persons of low and moderate income. CalHFA is authorized to enter into contracts to administer housing and real estate lending programs for the benefit of other agencies of the State of California. The Department may enter into any agreements or arrangements with CalHFA or other private, local, or state agencies to repair, sell, and monitor surplus residential properties or to otherwise implement the activities of the Act.
- (b) In the event CalHFA elects pursuant to adoption by its board of directors to purchase loans or otherwise provide financing to present occupants pursuant to paragraphs (2) or (3) of subdivision (a) of Government Code section 54237 to effectuate such sales by the Department and in accordance with Health and Safety Code section 50093, then the following shall apply:
- (1) All proceeds to which the CalHFA is entitled pursuant to section 1478(d) from subsequent sales of all surplus residential property, or pursuant to a transfer, foreclosure, insurance claim or condemnation, related to such property, shall be paid on condition that CalHFA establish a designated account (the "Affordable Housing Trust Account") for such proceeds to be used as follows:
 - (A) To carry out any activity authorized under CalHFA's implementing statutes for the benefit of persons or families of low and moderate income residing exclusively in the Pasadena, South Pasadena, Alhambra, La Canada Flintridge, and the 90032 postal ZIP code, including any arrangement for the financing of multifamily developments or the purchase of loans made to effectuate the purpose of the Act.
 - (B) Reasonable fees and costs incurred by CalHFA derived from the origination, purchase, or servicing of any loan under the Affordable Sales Program.
 - (C) All costs, including outside legal fees, associated with enforcement of the use and resale restrictions.
 - (2) The use and resale restrictions shall provide that in the event of any transfer, then any outstanding loan balance, penalties, fees, interests and costs associated with collecting on such amounts owed to CalHFA shall be paid to CalHFA prior to the determination of any net proceeds due to the CalHFA.
 - (3) The use and resale restrictions may be enforceable by CalHFA.

NOTE: Authority cited: § 54237. Reference cited: § 54237.

Appendix B (List of Properties)

Contractor's Name TBD
Agreement Number 07A6338
Page 1 of 5

PARCEL	STREET #	STREET NAME	CITY	ZIP CODE	HISTORIC KEY	RESIDENTIAL TYPE	RESIDENTIAL/NON RESIDENTIAL
48102	4302	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
18515	5506	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18525	5507	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18526	5511	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18518	5518	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18528	5519	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18529	5523	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18519	5524	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18521	5532	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
18522	5536	ALLAN STREET	LOS ANGELES	90032		MFR	Residential
18522	5538	ALLAN STREET	LOS ANGELES	90032		MFR	Residential
18550	5541	ALLAN STREET	LOS ANGELES	90032		SFR	Residential
48098	5466	ALMONT ST	LOS ANGELES	90032		MFR	Residential
48134	4417	ALPHA ST	LOS ANGELES	90032 H1		SFR	Residential
48141	4451	ALPHA ST	LOS ANGELES	90032 H1		SFR	Residential
48143	4507	ALPHA ST	LOS ANGELES	90032 H1		SFR	Residential
48147	5512	ATLAS ST	LOS ANGELES	90032 H1		SFR	Residential
18505	5564	CONCORD AVE	LOS ANGELES	90032		MFR	Residential
30626	5464	KEATS ST	LOS ANGELES	90032		SFR	Residential
30634	5465	KEATS ST	LOS ANGELES	90032		SFR	Residential
30627	5470	KEATS ST	LOS ANGELES	90032		SFR	Residential
30628	5476	KEATS ST	LOS ANGELES	90032		SFR	Residential
30625	5460	KEATS ST LOS ANGELES	LOS ANGELES	90032		SFR	Residential
18500	2958	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
18506	2962	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
18507	2968	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
18510	2978	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
67151	3138	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
69443	3226	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
69511	3430	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
69533	3730	LOWELL AVE	LOS ANGELES	90032		SFR	Residential
30633	3949	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
30633	3951	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
30633	3953	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
30651	4005	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
30651	4007	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
67174	4332	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
67174	433412	LOWELL AVE	LOS ANGELES	90032		MFR	Residential
48102	4226	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
48102	4302	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
48104	4312	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48105	4316	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48119	4317	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48106	4320	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48107	4326	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48121	4329	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48108	4332	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
47444	4339	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48112	4358	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
48126	4359	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48112	4360	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
43711	4363	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48112	4364	MAYCREST AVE	LOS ANGELES	90032		MFR	Residential
64558	4401	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48130	4422	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
69802	4423	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48132	4432	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
68147	4442	MAYCREST AVE	LOS ANGELES	90032		SFR	Residential
48112	5460	NEWTONIA AVE	LOS ANGELES	90032		MFR	Residential
64557	5474	NEWTONIA DR	LOS ANGELES	90032		SFR	Residential
18546	5518	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18547	5522	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18591	5523	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18583	5532	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18611	5533	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18584	5536	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18585	5540	NORWICH AVE	LOS ANGELES	90032		SFR	Residential
18590	5519	NORWICH AVE LOS ANGELES	LOS ANGELES	90032		SFR	Residential
67029	5506	NORWICH AVENUE	LOS ANGELES	90032		SFR	Residential

69446	5514 NORWICH AVENUE	LOS ANGELES	90032	SFR	Residential
18613	5541 NORWICH AVENUE	LOS ANGELES	90032	SFR	Residential
68943	5429 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
69536	5511 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
3559	5514 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
30593	5515 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
30560	5518 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
30594	5519 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
3602	5533 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
30603	5539 POPLAR BLVD	LOS ANGELES	90032	MFR	Residential
30580	5540 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
3604	5541 POPLAR BLVD	LOS ANGELES	90032	SFR	Residential
18554	3114 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18556	3122 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18532	3123 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18533	3127 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18558	3130 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18534	3131 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18536	3137 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18560	3138 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18537	3145 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18538	3201 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18539	3205 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18540	3209 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18564	3210 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18566	3218 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18568	3226 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18593	3319 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18594	3323 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18617	3326 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18595	3327 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18618	3330 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18596	3331 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18619	3334 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18597	3335 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18620	3338 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18621	3342 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18600	3401 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18623	3404 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18601	3405 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18624	3408 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18602	3409 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18625	3412 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18603	3415 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18626	3418 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18627	3422 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18605	3423 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18628	3426 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18607	3431 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30565	3514 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30544	3515 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30566	3518 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30545	3519 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30567	3522 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30546	3523 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30568	3526 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30547	3529 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30548	3533 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
3549	3537 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30571	3540 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30550	3541 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30551	3701 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30552	3705 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30573	3706 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30574	3710 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30553	3711 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
3554	3715 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30576	3720 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30556	3723 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30577	3724 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential

30596	3817 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30608	3818 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30609	3822 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30597	3823 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
3598	3827 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
3598B	3833 SHEFFIELD AVE	LOS ANGELES	90032		Residential
30612	3836 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
3600	3837 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
30601	3841 SHEFFIELD AVE	LOS ANGELES	90032	SFR	Residential
18561	3144 SHEFFIELD AVE LOS ANGELES	LOS ANGELES	90032	SFR	Residential
18616	3322 SHEFFIELD AVE LOS ANGELES	LOS ANGELES	90032	SFR	Residential
18614	3314 SHEFFIELD AVENUE	LOS ANGELES	90032	SFR	Residential
18615	3318 SHEFFIELD AVENUE	LOS ANGELES	90032	SFR	Residential
30638	5450 SHELLEY ST	LOS ANGELES	90032	SFR	Residential
30655	5459 SHELLEY ST	LOS ANGELES	90032	MFR	Residential
30639	5460 SHELLEY ST	LOS ANGELES	90032	MFR	Residential
67879	5464 SHELLEY ST	LOS ANGELES	90032	SFR	Residential
30617	3911 STOCKBRIDGE AVE	LOS ANGELES	90032	MFR	Residential
30617	3913 STOCKBRIDGE AVE	LOS ANGELES	90032	MFR	Residential
30618	3917 STOCKBRIDGE AVE	LOS ANGELES	90032	SFR	Residential
30619	3923 STOCKBRIDGE AVE	LOS ANGELES	90032	SFR	Residential
30613	3928 STOCKBRIDGE AVE	LOS ANGELES	90032	SFR	Residential
30621	3935 STOCKBRIDGE AVE	LOS ANGELES	90032	MFR	Residential
30622	3939 STOCKBRIDGE AVE	LOS ANGELES	90032	SFR	Residential
30620	3927& 3929 STOCKBRIDGE AVE	LOS ANGELES	90032	MFR	Residential
67178	5501 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
69512	5502 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
69513	5506 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
69515	5514 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
18609	5520 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
18610	5522 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
30543	5523 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
3561	5531 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
18630	5532 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
18631	5536 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
30562	5537 TEMPLETON STREET	LOS ANGELES	90032	SFR	Residential
18266	3125 WINCHESTER	LOS ANGELES	90032	SFR	Residential
46844	0 227A CALIFORNIA BLVD. W. PASADENA	PASADENA	0	MFR	Residential
46844	0 227B CALIFORNIA BLVD. W. PASADENA	PASADENA	0	MFR	Residential
48196	180 ARLINGTON DR	PASADENA	91105 H1	SFR	Residential
48199	181 ARLINGTON DR	PASADENA	91105 H1	SFR	Residential
48193	216 ARLINGTON DR	PASADENA	91105 H1	SFR	Residential
48224	203 BELLEFONTAINE ST.	PASADENA	91105 H1	SFR	Residential
48223	235 BELLEFONTAINE ST.	PASADENA	91105 H1	SFR	Residential
44879	242 BELLEFONTAINE ST.	PASADENA	91105	SFR	Residential
48248	190 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
48247	204 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
48246	208 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
48246	212 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
48246	214 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
48246	216 CALIFORNIA BLVD. W.	PASADENA	91105 H1	MFR	Residential
46844	225 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	229 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	229 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	229 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	229 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	231 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	233 CALIFORNIA BLVD. W.	PASADENA	91105	MFR	Residential
46844	225c CALIFORNIA BLVD. W. PASADENA	PASADENA	91105	MFR	Residential
48156	231 COLUMBIA STREET	PASADENA	91105 H1	SFR	Residential
67022	1722 GILLETTE CRESCENT SOUTH PASADENA	PASADENA	91105	SFR	Residential
48195	185 GLENARM ST.	PASADENA	91105 H1	SFR	Residential
68799	165 HURLBUT ST.	PASADENA	91105 H1	SFR	Residential
48215	177 HURLBUT ST. PASADENA	PASADENA	91105 H1	SFR	Residential
62588	925 JANE PLACE	PASADENA	91105	SFR	Residential
68798	935 JANE PLACE	PASADENA	91105	SFR	Residential
48185	202 MADELINE DRIVE	PASADENA	91105 H1	SFR	Residential
47445	205 MADELINE DRIVE	PASADENA	91105 H1	SFR	Residential
48188	225 MADELINE DRIVE	PASADENA	91105 H1	SFR	Residential
48184	230 MADELINE DRIVE	PASADENA	91105 H1	SFR	Residential

48243	711 PASADENA AVE.	PASADENA	91105 H1	MFR	Residential
48228	737 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48219	866 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48218	876 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48214	900 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48204	926 PASADENA AVE.	PASADENA	91105	SFR	Residential
48208	929 PASADENA AVE.	PASADENA	91105	SFR	Residential
48203	936 PASADENA AVE.	PASADENA	91105	SFR	Residential
48207	949 PASADENA AVE.	PASADENA	91105	MFR	Residential
48207	955 PASADENA AVE.	PASADENA	91105	MFR	Residential
48201	956 PASADENA AVE.	PASADENA	91105	SFR	Residential
48200	966 PASADENA AVE.	PASADENA	91105	SFR	Residential
48194	1030 PASADENA AVE.	PASADENA	91030 H1	SFR	Residential
48192	1031 PASADENA AVE.	PASADENA	91105	SFR	Residential
48191	1041 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48190	1051 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48189	1059 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48179	1062 PASADENA AVE.	PASADENA	91105	SFR	Residential
48177	1090 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48176	1100 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48174	1120 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48173	1128 PASADENA AVE.	PASADENA	91105	SFR	Residential
48172	1140 PASADENA AVE.	PASADENA	91105 H1	MFR	Residential
48171	1150 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
47443	1151 PASADENA AVE.	PASADENA	91105	SFR	Residential
47776	1190 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48160	1191 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48159	1199 PASADENA AVE.	PASADENA	91105 H1	SFR	Residential
48183	1131 PASADENA AVE. PASADENA	PASADENA	91105	SFR	Residential
48158	1207 PASADENA AVE. PASADENA	PASADENA	91105 H1	SFR	Residential
48240	600 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
48239	602 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
48238	620 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
49399	670 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
48233	678 ST. JOHN AVE.	PASADENA	91105 H1	MFR	Residential
48231	714 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
48230	726 ST. JOHN AVE.	PASADENA	91105 H1	SFR	Residential
48235	646 ST. JOHN AVE. PASADENA	PASADENA	91105 H1	SFR	Residential
41598	224 STATE STREET	PASADENA	91105 H1	MFR	Residential
41598	232 STATE STREET	PASADENA	91105 H1	MFR	Residential
48341	240 STATE STREET	PASADENA	91105	SFR	Residential
48211	212 WIGMORE DRIVE	PASADENA	91105 H1	SFR	Residential
48213	215 WIGMORE DRIVE	PASADENA	91105 H1	SFR	Residential
48212	231 WIGMORE DRIVE	PASADENA	91105 H1	SFR	Residential
49584	245 WIGMORE DRIVE	PASADENA	91105 H1	SFR	Residential
48209	250 WIGMORE DRIVE	PASADENA	91105	SFR	Residential
68453	0 711 FAIRVIEW AVE SOUTH PASADENA	SOUTH PASADE	0	MFR	Residential
68168	2042 ALPHA AVE	SOUTH PASADE	91030 H2	SFR	Residential
75393	2018 ALPHA AVENUE	SOUTH PASADE	91030	SFR	Residential
68328	854 BANK STREET	SOUTH PASADE	91030	SFR	Residential
68575	22612 BEACON AVE	SOUTH PASADE	91030 H2	MFR	Residential
68575	226 BEACON AVE SOUTH PASADENA	SOUTH PASADE	91030 H2	MFR	Residential
47924	2028 BERKSHIRE AVE	SOUTH PASADE	91030	SFR	Residential
45423	705 BONITA DRIVE	SOUTH PASADE	91030 H2	MFR	Residential
67332	801 BONITA DRIVE	SOUTH PASADE	91030 H2	SFR	Residential
68672	815 BONITA DRIVE	SOUTH PASADE	91030	SFR	Residential
68213	816 BONITA DRIVE	SOUTH PASADE	91030 H1	SFR	Residential
68671	825 BONITA DRIVE	SOUTH PASADE	91030	MFR	Residential
68528	1005 BUENA VISTA	SOUTH PASADE	91030 H1	SFR	Residential
68584	1015 COLUMBIA STREET	SOUTH PASADE	91030 H1	SFR	Residential
49685	1101 COLUMBIA STREET	SOUTH PASADE	91030 H1	SFR	Residential
61338	1109 COLUMBIA STREET	SOUTH PASADE	91030 H1	SFR	Residential
68829	225 FAIRVIEW AVE	SOUTH PASADE	91030	SFR	Residential
68576	311 FAIRVIEW AVE	SOUTH PASADE	91030	SFR	Residential
47409	316 FAIRVIEW AVE	SOUTH PASADE	91030	SFR	Residential
68453	705 FAIRVIEW AVE	SOUTH PASADE	91030	MFR	Residential
68453	707 FAIRVIEW AVE	SOUTH PASADE	91030	MFR	Residential
68453	709 FAIRVIEW AVE	SOUTH PASADE	91030	MFR	Residential
74835	887 FLORES DE ORO SOUTH PASADENA	SOUTH PASADE	91030	SFR	Residential
47425	1019 FOOTHILL STREET	SOUTH PASADE	91030	SFR	Residential

61157	1021 FOOTHILL STREET	SOUTH PASADE	91030	SFR	Residential
49741	1035 FOOTHILL STREET	SOUTH PASADE	91030 H2	SFR	Residential
45724	1041 FOOTHILL STREET	SOUTH PASADE	91030	SFR	Residential
68517	1107 FOOTHILL STREET	SOUTH PASADE	91030	SFR	Residential
68262	1724 GILLETTE CRESCENT	SOUTH PASADE	91030 H2	SFR	Residential
68355	1131 GLENDON WAY	SOUTH PASADE	91030 H1	SFR	Residential
61161	1136 GLENDON WAY	SOUTH PASADE	91030 H2	MFR	Residential
980546(624:	1010 HOPE STREET	SOUTH PASADE	91030 H2	MFR	Residential
68347	916 LYNDON STREET	SOUTH PASADE	91030 H2	SFR	Residential
68453	1041 MAGNOLIA STREET	SOUTH PASADE	91030	MFR	Residential
68453	1043 MAGNOLIA STREET	SOUTH PASADE	91030	MFR	Residential
61163	1321 MERIDIAN AVE	SOUTH PASADE	91030	SFR	Residential
61345	1821 MERIDIAN AVE	SOUTH PASADE	91030 H2	SFR	Residential
68353	863 MONTEREY ROAD	SOUTH PASADE	91030	SFR	Residential
67102	903 MONTEREY ROAD	SOUTH PASADE	91030	SFR	Residential
68358	910 MONTEREY ROAD	SOUTH PASADE	91030	MFR	Residential
67109	911 MONTEREY ROAD	SOUTH PASADE	91030 H1	SFR	Residential
44538	885 ONEONTA DRIVE	SOUTH PASADE	91030	SFR	Residential
68232	1101 PINE STREET	SOUTH PASADE	91030 H2	SFR	Residential
68629	511 PROSPECT AVE	SOUTH PASADE	91030 H1	SFR	Residential
61159	533 PROSPECT AVE	SOUTH PASADE	91030 H2	SFR	Residential
67320	495 PROSPECT AVENUE	SOUTH PASADE	91030 H1	SFR	Residential
68553	400 PROSPECT CIRCLE	SOUTH PASADE	91030 H1	SFR	Residential
62882	905 SUMMIT DRIVE	SOUTH PASADE	91030	MFR	Residential
62882	907 SUMMIT DRIVE	SOUTH PASADE	91030	MFR	Residential

APPENDIX C – (AFFORDABLE SALES PROGRAM (ASP)- DETERMINATION OF ELIGIBILITY)

_____, California

_____	_____	_____	_____	_____
Dist	Co	Rte	Post	Exp Auth
_____	_____	_____	_____	_____

_____, 20 _____

Prospective Buyer: _____

On _____ the State of California, through the Department of Transportation, received your response to the Notice of Conditional Offer Prior to Sale by certified mail indicating your interest in the purchase of parcel _____ otherwise known by address: _____.

(Select one)

- ☐ At this time your interest to buy at an Affordable Price and the documentation provided as evidence of your eligibility has been received and verified. You will be contacted when it has been determined that you are an eligible buyer for the above-listed property in accordance with Government Code sections 54237 (a) and (d) and Affordable Sales Program regulations section 1477. If you have any questions, please contact the Department's Contractor at _____.
- ☐ At this time your interest to buy at an Affordable Price has been received, however the documentation required as evidence of your eligibility requires additional substantiation. You will be contacted by the Department's Contractor to gather additional documentation as evidence of your eligibility. If you have any questions, please contact the Department's Contractor at _____.
- ☐ At this time, your interest to buy "as is" at Fair Market Value, and the documentation required as evidence of your eligibility has been received and verified. You will be contacted when it has been determined that you are the eligible buyer for the above-listed property in accordance with Government Code sections 54237 (a) and (d) and Affordable Sales Program regulation section 1477. If you have any questions, please contact the Department's Contractor at _____.
- ☐ At this time, your interest to buy "as is," at Fair Market Value, has been received, however the documentation provided as evidence of your eligibility requires additional substantiation. You will be contacted by the Department's Contractor to gather additional documentation as evidence of your eligibility. If you have any questions, please contact the Department's Contractor at _____.
- ☐ At this time, your interest to rent and the documentation provided as evidence of your existing lease at the property listed above has been received and verified. You will be contacted when either the property is sold to a Housing-Related Entity (HRE) or is sold to an owner occupant. If you have any questions, please contact the Department's Contractor at _____.
- ☐ At this time, your interest to rent has been received however the documentation required as evidence of your existing lease at the property listed above will require additional clarification. You will be contacted by the Department's Contractor to gather additional documentation as evidence of your eligibility. If you have any questions, please contact the Department's Contractor at _____.
-
-

ASP- DETERMINATION OF ELIGIBILITY (Cont.)

☐ At this time, your interest to stop renting the property at _____ has been received. You may be eligible for relocation benefits if you remain in occupancy within 90 days of transfer of the aforementioned listed property from the State to a buyer. You will be contacted by the Department's Contractor to gather additional documentation. If you have any questions, please contact the Department's Contractor at _____.

☐ At this time, your interest to purchase either "as is," at Fair Market Value OR purchase at an Affordable Price OR rent has been received, however, you have selected multiple options and thus clarification is required. Additional documentation is needed to determine which option is applicable. You will be contacted by the Department's Contractor to gather additional documentation. If you have any questions, please contact the Department's Contractor at _____.

☐ At this time, your interest to purchase either "as is," at Fair Market Value OR purchase at an Affordable Price OR rent has been received, however, you have not selected any option and thus clarification is required. Additional documentation is needed to determine which option is applicable. You will be contacted by the Department's Contractor to gather additional documentation. If you have any questions, please contact the Department's Contractor at _____.

If a response is determined incomplete or insufficient and additional documentation is mailed by certified mail to the Department's Contractor, the documentation must be postmarked no later than sixty (60) calendar days from the postmarked date of this notice. If requested in writing, a forty (40) calendar day extension to provide evidence is available within the above-mentioned sixty (60) calendar day period.

Recommended for Approval:

By _____

Contractor, Affordable Sales Program

INCOME CERTIFICATION

Appendix D (Income Certification)

RW 11-24 (Rev. 7/2000)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

INCOME CERTIFICATION - PROPERTY MANAGEMENT

TO: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		RENTAL ACCT. NO.	RENTAL DATE
1. FULL NAME OF APPLICANTS		2. HOME PHONE NO.	3. DATE OF INITIAL OCCUPANCY
4. ADDRESS OF STATE RENTAL PROPERTY		5. APPLICANT'S OCCUPATION _____ 6. CO-APPLICANT'S OCCUPATION _____	
7. APPLICANT'S EMPLOYER AND ADDRESS		8. CO-APPLICANT'S EMPLOYER AND ADDRESS	
PHONE NO.		PHONE NO.	
APPLICANT'S SOCIAL SECURITY NO.		CO-APPLICANT'S SOCIAL SECURITY NO.	

9. HOUSEHOLD INCOME DURING LAST 12 MONTHS

NAME	RELATIONSHIP	GROSS WAGES OR SALARY	RETIREMENT		BENEFITS PAYMENT			TOTAL LAST 12 MONTHS (SUM OF ALL ENTRIES)	EXPECTED INCOME NEXT 12 MONTHS	CALTRANS REVIEW
			SOCIAL SECURITY	OTHER	DISABILITY	UNEM- PLOYMENT	PUBLIC ASSISTANCE			
	9. TOTAL							(A)	(B)	

EXCLUDE INCOME BUT NOT NAMES OF MINORS (CHILDREN UNDER 18 YEARS OF AGE OR FULL-TIME STUDENTS THAT LIVE AT HOME).

INCOME CERTIFICATION (Cont.)

RW 11-24 (Rev. 7/2000)

10. OTHER INCOME (A) GROSS OVERTIME PAY, COMMISSIONS, FEES, TIPS AND BONUSES (B) NET INCOME FROM OPERATION OF A BUSINESS OR PROFESSION (C) PERIODIC PAYMENTS FROM ANNUITIES, INSURANCE POLICIES, PENSIONS, OR DEATH BENEFITS (D) ALIMONY AND CHILD SUPPORT (E) WORKERS' COMPENSATION (F) MILITARY PAY (INCLUDING REGULAR, RESERVE, SPECIAL PAY AND/OR ALLOWANCES) (G) VETERAN PAYMENTS OR BENEFITS (H) OTHER (PLEASE SPECIFY) (I) TOTAL 10(A) THROUGH 10(H)	TOTAL LAST 12 MONTHS	EXPECTED INCOME NEXT 12 MONTHS	11. NET HOUSEHOLD ASSETS (A) VALUE OF ASSETS (1) EQUITY IN REAL PROPERTY _____ (2) SAVINGS ACCOUNTS _____ (3) STOCKS AND BONDS _____ (4) LOANS OR ACCOUNTS RECEIVABLE _____ (5) OTHER CAPITAL INVESTMENTS OR ASSETS _____ TOTAL VALUE OF ASSETS (A) _____ (B) ACTUAL INCOME ON ASSETS (LAST 12 MONTHS) _____ (1) INTEREST AND DIVIDENDS _____ (2) NET INCOME FROM RENTAL OF REAL OR PERSONAL PROPERTY _____ (3) NET INCOME FROM OTHER CAPITAL INVESTMENTS _____ TOTAL ACTUAL INCOME FROM ASSETS (B) _____ (C) 10% OF LINE (A) IF OVER \$5,000 (C) _____ (D) ELIGIBLE INCOME (D) _____ IF ASSETS (LINE A) ARE \$5,000 OR LESS, ENTER AMOUNT FROM 11(B). IF ASSETS (LINE A) ARE GREATER THAN \$5,000, ENTER GREATER OF 11(B) OR 11(C).
12. TOTAL ANNUAL INCOME (A) ENTER TOTAL FROM LINE 9(B) _____ (C) ENTER TOTAL FROM LINE 11(D) _____ (B) ENTER TOTAL FROM LINE 10(I) _____ (D) TOTAL ANNUAL INCOME _____			
13. TOTAL MONTHLY GROSS INCOME LINE 12(D) ÷ 12 = \$			
<i>I (We) certify, under the penalties of perjury, that our average monthly gross income, including salaries, wages, tips, commissions, rents, royalties, dividends, interest, profits, pensions and annuities, irrespective of expenses and voluntary or involuntary deductions, is correctly stated above. I (We) understand that this information may be used in connection with a Federal-aid highway project. I (We) understand that inquiries may be made by Caltrans to verify the statements herein.</i>			
APPLICANT'S SIGNATURE AND DATE			CO-APPLICANT'S SIGNATURE AND DATE
NAME OF CALTRANS INTERVIEWER			DATE OF INTERVIEW

PRESCRIBED NOTICE TO ACCOMPANY REQUEST FOR PERSONAL INFORMATION

The applicant, whose signature appears above, understands this information is being collected by the California Department of Transportation. The California Information Practices Act of 1977 requires that all persons be informed of the purposes and uses to be made of information solicited. The following is furnished to explain the reason why the information is requested and the general uses to which that information may be utilized.

AUTHORITY: Streets and Highways Code Section 104.6 of the State of California.

PURPOSE: The information requested is considered relevant and necessary to determine entitlement to the benefit

for which you are applying under the Property Management Affordable Rent Program.

USES: The information will be used to determine eligibility for maximum benefits allowable.

EFFECTS OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. However, if you are eligible for the Affordable Rent Program, failure to provide the requested income information will disqualify you for the Program. Your rent will be the fair market rent and will not be based on your income.

If you do provide income information and it is determined by the Department to be incorrect, you will be disqualified from

the Affordable Rent Program. Your rent will also increase

immediately to the fair market rent.

Contractor's Name TBD
Agreement Number 07A6338
Page 3 of 3

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**APPENDIX E (RELEASE OF LIABILITY –
PROPERTY REVIEW)**

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code § 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

Release of Liability and Assumption of Risk Agreement

This is a release. Read it carefully before signing. This release states that I know that I am going on a property review including a vacant, uninhabitable building. As a result of the inherent risks in this activity, I know I may suffer life ending injuries, get injured or my belongings may be damaged. If any of these occur, I understand that I cannot make a claim, sue, or expect the California Department of Transportation, its officers, agents, employees, associates, or vendors or the State of California (hereinafter referred to collectively as Caltrans) to be legally responsible or pay for any of these damages.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this property review with Caltrans. Certain risks are inherent in any such activity and cannot be eliminated, altered, or controlled, and these risks can also be the cause of injury, illness, death, and damage to personal belongings. I know and fully understand that a property review including a vacant, nonhabitable building is an undertaking with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and suffer property damage.

I acknowledge and willingly assume all risks and hazards in the property review and related activities from the pre-review meeting with Caltrans until the conclusion of the review, including, but not limited to, (1) structural failure of the building, falls, collision with other participants, equipment, structures, and any portion of the property, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) encounters with animals, wildlife and insects; (4) exposure to extreme temperatures and inclement weather, including travel by foot or vehicle in any way related to this activity; (5) assistance in lifting and/or carrying equipment, structural elements, and hardware; (6) rescue-related injuries; and (7) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

Release: In consideration for Caltrans allowing me to participate in this property review, I voluntarily agree to release, discharge, and hold harmless Caltrans for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge Caltrans from any act of omission of negligence in rendering or failing to render any type of rescue or medical services. **In signing this document, I fully recognize and understand that if I am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against Caltrans, even if they negligently or by some other act or omission cause the injury or damage.**

Personal Travel and Medical insurance is strongly advised for all participants. Caltrans has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. I accept full responsibility for determining my medical and physical condition or other qualifications or suitability for participating in property review activities.

Caltrans reserves the right to accept or deny service to any person. Minors under 18 years of age are not able to participate in this activity with Caltrans. I hereby agree to follow all rules, regulations, and the instructions of Caltrans while on this property review. I hereby agree that Caltrans may use film, voice, or photographic records of this property review for its promotional and/or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Caltrans or its agents is a party shall be the Superior Court of Los Angeles County in Los Angeles, California.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS PROPERTY REVIEW ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND CALTRANS, ITS, OFFICERS, AGENTS, AND EMPLOYEES AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIVES OR STATEMENTS BY CALTRANS OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

ALL PARTICIPANTS MUST FILL OUT THIS ENTIRE FORM.

Questions about this form should be addressed to Caltrans Excess Land at 213-897-1868. PLEASE PRINT CLEARLY. Thank You!

Please Print Name _____

Signature: _____ Date: _____

DISTRICT	COUNTY	ROUTE	LOCATION	NUMBER
7	LA			

Contractor's Name TBD
Agreement Number 07A6338
Page 1 of 1

APPENDIX F

Acknowledgement of Consultation

This form serves as verification that _____ [Real Estate Consultant] has met and consulted with **NAME OF TENANT(S)**, a current or former tenant who resides or resided at: **ADDRESS** _____, a Caltrans-owned property on **DATE and TIME** at _____ (location of meeting). This session should have at least covered the following areas: An overview of the Roberti Program Regulations, the priority order of sale, sharing of proceeds upon resale, and the difference between buying/renting from Caltrans/Housing Entity. Tenants should contact Real Estate Consultant anytime for further assistance or advice if needed.

Signature of tenant(s): _____

Signature of tenant(s): _____

Signature of tenant(s): _____

Signature of tenant(s): _____

Real Estate Consultant Representative:

Signature

Name

DISTRICT	COUNTY	ROUTE	LOCATION	NUMBER
7	LA	SR710		

Appendix G (Notice of Solicitation)

Contractor's Name TBD
Agreement Number 07A6338
Page 1 of 5

This Notice of Solicitation, dated _____, is provided by

CALIFORNIA DEPARTMENT OF TRANSPORTATION

100 South Main Street
Los Angeles, CA 90012

[Name of Tenant]

This document is a notice to you of the offer to sell the single family residence that you currently rent from the California Department of Transportation (Caltrans). Consistent with the Affordable Sales Program regulations adopted by Caltrans, which took effect in July 2016 (Title 21, California Code of Regulations, sections 1475 through 1491), this Notice of Solicitation is for current tenants. *Your eligibility to purchase the home you are renting is separate from your need to also qualify for a loan from a financial institution.* The conditions of eligibility to purchase are set forth below. At the end of this notice you will be asked to indicate your interest in (a) purchasing the property, *or* (b) continuing to rent the property, *or* (c) neither renting nor purchasing the property.

1. Government Code Section 54235 and the sections that follow require that surplus single-family residences must be offered first to eligible affordable buyers who are current occupants. Eligible affordable buyers will have the option of purchasing the property they occupy at an affordable price or "as is" at Fair Market Value (FMV) as determined by a Caltrans-approved appraisal. Current tenants who do not meet the criteria, described in paragraph 5 below, to purchase at an affordable price may have the opportunity to purchase "as is" at FMV.
2. Government Code Section 54237 requires that when State-owned surplus single-family residences are sold to present occupants for less than market value, the selling agency must impose such terms, conditions, and restrictions to assure the preservation, upgrading, and expansion of housing available to affected persons and families of low and moderate income. These restrictions include sharing proceeds with the State upon a subsequent sale of the property by the Prospective Buyer at FMV. Proceeds upon resale at FMV will be distributed as shown on the attached chart, Attachment A.

NOTICE OF SOLICITATION (Cont.)

3. Prospective Buyer is being given the opportunity to purchase the single-family residence located at:
-
4. The affordable price shall be calculated in accordance with Affordable Sales Program regulation, section 1476, subdivision (b). Affordable housing cost shall not exceed the following:
- With respect to low-income households, affordable housing costs of up to 25 percent of gross income.
 - With respect to moderate-income households, affordable housing costs of up to 30 percent of gross income.
 - With respect to households whose income is above low or moderate income but does not exceed 150% of the area median income, affordable housing cost of up to 30 percent of gross income.
5. In order to be eligible to purchase the property at an affordable price, the following conditions must be met. Prospective Buyers must:
- Meet term of residency requirements:
 - Present occupants (tenants) of low or moderate income must have a term of residency of two years or more.
 - Present occupants (tenants) with household incomes above low or moderate, but not exceeding 150% of the area median income, must have a term of residency of five years or more.
 - Be persons or families of low or moderate income as defined in Health and Safety Code section 50093 or be persons or families whose gross income is above low or moderate income but does not exceed 150 percent of the area median income.
 - Have not had an ownership interest in real property in the last three years as of the date of this Notice of Solicitation.
6. Acceptance of the Notice of Solicitation must be made in writing, pursuant to Affordable Sales Program regulation, section 1481, subdivision (a), and either hand-delivered or mailed by certified mail, return receipt requested, to:

[Name and Address of Real Estate Consultant]

Acceptance shall be hand-delivered or, if mailed, postmarked no later than one hundred and

twenty (120) calendar days from the postmarked date of mailing of the Notice of Solicitation. Lack of acceptance of the Notice of Notice of Solicitation within that time period shall be deemed a rejection of the Notice of Notice of Solicitation. In the event that acceptance is hand-delivered, the Prospective Buyer must secure and retain a date-stamped, proof of delivery, from Caltrans' designee.

7. Acceptance of the Notice of Solicitation by a Prospective Buyer meeting the criteria described in paragraph 5 above must include evidence of income, tenure, lack of real property ownership interest for requisite time period, and household size. See Attachment B for a checklist of documents that can be submitted in order to satisfy these requirements.
 - The Prospective Buyer shall provide documentation of household income, including completion and return of the attached Income Certification form. (See Attachment C.) Income from all occupants 18 years of age or older as of the date of acceptance of Notice of Solicitation shall be included as part of household income.
 - The Prospective Buyer shall execute a notarized affidavit attesting to lack of ownership interest in real property, and intent to occupy. (See Attachment D.) No power of attorney may be used with this document.
8. For sales at an affordable price, Caltrans may:
 - Pay customary and reasonable non-recurring closing costs.
 - Reimburse a Prospective Buyer at affordable price or "as is" at FMV up to a maximum of \$3,000, at Close of Escrow, in the event the buyer chooses to retain an agent to facilitate and advise on the purchase transaction. Such agent must be properly licensed by the California Bureau of Real Estate or The State Bar of California.
 - Make reasonable lender-required repairs and repairs necessary to bring the property up to Minimum Property Standards as outlined in Affordable Sales Program regulation, section 1476, subdivision (t).
9. For sales at an affordable price, here are some of the conditions that shall apply until such time as a subsequent sale:
 - Buyer will not lease the property, except on a temporary basis due to a hardship beyond the buyer's control, pursuant to Affordable Sales Program regulation, section 1478, subdivision (b)(5). Should such a temporary hardship arise, the property may only be rented to persons or families of low or moderate income at an affordable rent, not to exceed buyer's affordable housing cost at the time of purchase.
 - Any sale, transfer or assignment of the property or any interest therein, in whole or in part, shall be subject to use and resale restrictions.

NOTICE OF SOLICITATION (Cont.)

Contractor's Name TBD
Agreement Number 07A6338
Page 4 of 5

- Any transfer of the surplus residential property within the first year after purchase will give rise to the presumption that the buyer did not intend to use the surplus residential property in accordance with the Affordable Sales Program regulations. In the event the Prospective Buyer cannot overcome the presumption that they did not intend to make the surplus property their principal place of residence, the transfer will be deemed a default and Caltrans or its designee may enforce its rights under said regulations.
 - Proceeds upon resale at Fair Market Value shall be distributed pursuant to Affordable Sales Program regulation, section 1478, subdivision (d) as shown on the chart, attached to this Notice of Solicitation as Attachment A.
 - To ensure compliance with the above-described conditions, the buyer will allow Caltrans or its designee periodic inspection of the interior and exterior of the unit during normal business hours or otherwise by special arrangements, subject to written 24-hour notice.
 - Should buyer fail to comply with the terms, conditions, and restrictions imposed, Caltrans or its designee reserves the right to require buyer to pay to Caltrans the difference between the actual price paid by buyer and the Fair Market Value of the property at the time of noncompliance plus six percent interest on such amount for the period of time the property has been held by buyer.
- 10.** Caltrans may revoke this Notice of Solicitation at any time before acceptance of the Notice of Solicitation as described in paragraphs 6 and 7, above. In the event that Caltrans exercises this right, Caltrans will notify Prospective Buyer by certified mail with a Rescission of Notice of Solicitation.

☐ **I am interested in purchasing this property and believe I meet the criteria, described in paragraph 5 above, to purchase at an affordable price. The appropriate supporting documentation (as identified on Attachment B) has been submitted with**

NOTICE OF SOLICITATION (Cont.)

Contractor's Name TBD
Agreement Number 07A6338
Page 5 of 5

this signed Notice of Solicitation.

☐ I have read and understand the terms and conditions above and I am interested in purchasing this property at the option selected below (check all that apply):

☐ Affordable price.

☐ "As Is" at Fair Market Value.

☐ I have read and understand the terms and conditions above. I am interested in renting this property, if it continues to remain available for rent. I am not interested in purchasing this property.

☐ I have read and understand the terms and conditions above and I am not interested in renting or purchasing this property.

_____ Name (Please Print)	_____ Signature	_____ Date
------------------------------	--------------------	---------------

_____ Name (Please Print)	_____ Signature	_____ Date
------------------------------	--------------------	---------------

_____ Name (Please Print)	_____ Signature	_____ Date
------------------------------	--------------------	---------------

_____ Name (Please Print)	_____ Signature	_____ Date
------------------------------	--------------------	---------------