



Request for Proposal

Document Management, eDiscovery, Retention and Storage

Monday, September 28, 2026

Question Deadline:

Monday, October 12, 2026, 5:00 PM PT

Official Responses to Questions

Monday, October 26, 2026, 5:00 PM PT

Proposal Due Date:

Monday, November 9, 2026, 5:00 PM PT

Submit proposal to CALHFA online at:

itprocurement@calhfa.ca.gov

Agency Contact:

itprocurement@calhfa.ca.gov

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1. Schedule, Overview, Proposal Content, Vendor Qualifications

1.1 Tentative Schedule of Important Dates

This section provides a tentative schedule of the important milestone dates. Examine these dates carefully and plan accordingly.

	DATE	EVENT
1	Monday, September 28, 2026	Request for Proposals (RFP) issue date
2	Monday, October 12, 2026, 5:00 PM PT	Questions Due for Questions & Answers (Q&A)
3	Monday, October 26, 2026, 5:00 PM PT	Official Q&A Responses Released
4	Monday, November 9, 2026, 5:00 PM PT	Proposal Due Date
5	Friday, November 30, 2026	Evaluation of Proposals Completed
6	Monday, December 7, 2026	Selection of Consultant & Contract Preparation
7	Monday, December 21, 2026	Contract Award
8	Monday, January 11, 2027	Start of Service

1.1.1 Short-listed Vendor Demonstrations

At CalHFA's discretion, short-listed vendors may be required to participate in scripted demonstration scenarios at least five (5) business days before the scheduled demo date.

1.1.2 Optional Proof-of-Concept (POC)

CalHFA may request a time-boxed proof-of-concept (POC) lasting up to 14 days to validate critical functionality using CalHFA sample data.

2. Overview and Background

2.1 Purpose of RFP

The California Housing Finance Agency ("CalHFA" or "Agency") is soliciting proposals from qualified firms to provide a modern, document management, eDiscovery, retention and storage solution that replaces CalHFA's legacy SharePoint 2016 on-premises environment, consolidates agency file server content, document scanning, and implements robust search, workflow automation, and information governance (including archiving/retention) with secure migration and integration to existing systems.

2.2 Background

Bringing people home for 50 years, CalHFA has supported the needs of low- and moderate-income renters and homebuyers by providing financing and programs with a focus on equity. Established in 1975, CalHFA was chartered as the state's affordable housing lender. The Agency's Multifamily Lending Division finances affordable rental housing through collaborations with developers, local, state and federal government partners and more, while its Single-Family Division partners with a preferred lender network to provide first-time homebuyers with down payment and closing cost assistance and access to first mortgage loans. CalHFA is a self-

supported state agency that does not rely on taxpayers' dollars for its operational costs but regularly administers various state and federal resources on behalf of the state.

2.3 Procurement Process

While CalHFA is exempt from the California Public Contract Code, this procurement will be conducted in a manner that promotes fair competition and transparency. CalHFA reserves the right to cancel this RFP, reject any proposals, and waive minor irregularities if it is in the Agency's best interest. The decisions made by CalHFA during this process are final and not subject to appeal.

All communications must be directed to itprocurement@calhfa.ca.gov; external engagement with staff may result in disqualification.

All proposal submissions must follow the CalHFA Response Form and file naming conventions provided in the RFP package. Deviations may be deemed non-responsive.

CalHFA will issue one official Q&A to all participants; verbal or informal guidance shall not modify RFP terms.

Vendors shall not include confidential/proprietary information due to Public Records Act (PRA) exposure; submit sanitized versions when needed.

2.4 Submission Instructions

Submit proposals electronically in PDF format to: itprocurement@calhfa.ca.gov.

Subject line: CalHFA Document Management, eDiscovery, Retention and Storage RFP

Deadline for submission: Monday, November 9, 2026, 5:00 PM PT.

2.5 Questions

All Vendor questions must be submitted using the "RFP Vendor Question Submission Document" provided with this solicitation. Vendors are required to submit one consolidated file containing all questions, formatted exactly as instructed in the template and referencing the applicable RFP page number and section for each question.

Submit the completed question document electronically to itprocurement@calhfa.ca.gov with the subject line: CalHFA Document Management, eDiscovery, Retention and Storage RFP – Vendor Questions.

Questions submitted in formats other than the required template, or those lacking page and section references, may not be answered.

Responses will be posted on [CalHFA's Procurement Opportunities](#) page on or before Monday, October 26, 2026, 5:00 PM PT.

3. Scope of Work

3.1 Scope of Work Overview

CalHFA has identified the need to replace its aging SharePoint 2016 on-premises document management system, which currently relies on custom workflows, MacroView DMF, and an extensive set of tags to support Agency operations. The existing platform also ingests scanned documents from multiple sources. The existing platform is difficult to maintain and customize, provides poor search capability, supports only minimal or manual workflows, and lacks any

archiving or retention functionality. Compounding these limitations, CalHFA also depends heavily on Windows file servers for shared folders and archival storage, resulting in fragmented repositories, inconsistent governance, and reduced efficiency. With extended support for SharePoint 2016 having ended on July 14, 2026, the Agency faces increasing operational, compliance, and security risks if the system is not replaced.

CalHFA is also seeking an eDiscovery software to respond to subpoenas, investigative requests, Public Records Act requests, Information Practices Act requests, California Civil Rights Department requests, litigation discovery requests, and storing electronic information pursuant to litigation holds. These requests often involve documents containing Personally Identifiable Information (“PII”), such as names, Social Security numbers, dates of birth, and medical, financial, or educational records. Under the California Public Records Act (CPRA), certain exemptions apply, including protections for privacy, trade secrets, attorney-client privilege, etc.

To address these deficiencies and meet these requirements, CalHFA requires a modern document management, eDiscovery, retention and storage solution that improves document search and retrieval, enables automated workflows to enhance business process efficiency, simplifies the transformation of physical documents into digital formats, provides compliant archiving and retention, and consolidates shared folders into a unified, well governed platform. The solution must include an eDiscovery solution capable of ingesting large volumes of electronic documents, accurately identifying and redacting PII and other exempt information, and preparing the documents in a releasable format for public disclosure. The system must also generate a comprehensive “Privilege Log” to accompany CalHFA’s document production.

The solution must include consulting, analysis, and design to help address deficiencies in the current environment by bringing in knowledge of current industry trends and best practices. The solution must also ensure a secure and reliable migration of all SharePoint 2016 content, including custom workflows and MacroView DMF metadata, as well as file server content, while integrating seamlessly with existing agency systems and supporting CalHFA’s broader digital modernization goals.

The proposed solution must be built on a modular architecture that allows CalHFA to implement, configure, and deploy functional components independently, especially the eDiscovery component. Each module (Document Management, eDiscovery, Retention and Storage) should operate as a standalone capability with clearly defined interfaces, enabling phased rollout, isolated updates, and flexible expansion of the platform over time. Vendors must demonstrate how modules can be deployed, upgraded, or replaced without impacting other components of the system.

Proposed solutions must explicitly support and map capabilities to the five document management use cases: Digital Workplace, External Collaboration, Enterprise Application Content Services, Content-Centric Business Processes, and Information Governance. Vendors shall identify which components address each use case.

Proposed solutions must include modern AI/GenAI capabilities to materially improve findability and governance (e.g., natural language query, semantic/vector search, automated metadata extraction, document and multi-document summarization, and AI assisted Q&A) with human-in-the-loop validation and no model training on CalHFA data. AI/GenAI capabilities must be fully configurable regarding features and functions available to users and administrators. The option to completely disable AI/GenAI capabilities must be available to administrators.

CalHFA requires the following services to help meet the need of a qualified vendor to deliver a comprehensive, modern document management, eDiscovery, retention and storage solution

that replaces the Agency's legacy SharePoint 2016 on-premises environment, including all custom workflows and MacroView DMF tag structures:

3.2 Document Management requirements

- Assess and inventory the existing SharePoint 2016 on premises environment, including all site structures, custom workflows, and MacroView DMF tags.
- Inventory and analyze Windows file server repositories to identify shared folders, archival storage, and content requiring migration or disposition.
- Review and analyze existing document scanning and faxing processes that store documents in SharePoint.
- Identify redundant, obsolete, or trivial content and provide recommendations for cleanup and streamlined migration.
- Design and implement a platform that improves document search and retrieval, enables workflow automation, supports compliant archiving and retention, and consolidates fragmented content repositories into a unified, well-governed system.
- Develop detailed information architecture and logical structure for the target platform, including metadata, taxonomy, permissions, and governance.
- Define and implement retention and archiving policies to support CalHFA's compliance and records management requirements.
- Configure the Microsoft 365 (Government Community Cloud (GCC) or GCC High) tenant or equivalent U.S.-based hosting environment in alignment with CalHFA's security, governance, and operational needs. All hosting components must operate within platforms that meet SOC 2 Type II compliance, and any cloud-hosted services must align with or be deployable within Federal Risk and Authorization Management Program (FedRAMP) Moderate (or equivalent) environments to ensure federal-grade protections for sensitive information.
- Select and configure appropriate migration tools, ensuring compatibility with SharePoint 2016 content, custom workflows, and MacroView DMF metadata.
- Conduct pilot migrations using representative workloads to validate metadata mappings, workflow behavior, permissions, and search functionality.
- Must provide services that support a secure, reliable, and compliant migration of all existing SharePoint content and the extensive Windows file server repositories currently used for shared folders and archival storage.
- Execute a full clean and shift migration of approved SharePoint 2016 content and Windows file server materials into the target platform.
- Must ensure seamless integration with existing CalHFA systems, support hybrid work and secure document access, and reduce operational risk.
- Must allow for document scanning, including OCR. Integration with Barcode recognition software/in-house built tools, for batch ingestion and email-to-repository ingestion.
- Implement workflow automation capabilities to replace current manual or minimal workflows and improve business process efficiency.
- Optimize search configuration to significantly improve document discoverability and retrieval across all migrated content.

- Be able to support custom/advanced search.
- Cross-repository search, including eDiscovery and file servers.
- Provide user training, documentation, and knowledge transfer to ensure successful adoption of the new document management platform.
- Deliver post migration support, including issue resolution, stabilization activities, and confirmation of retention, search, and workflow functionality.
- Provide administrator training, documentation, and knowledge transfer to ensure that CalHFA is able to fully support the platform.
- Mitigate risks such as throttling, storage limits, or compliance gaps through proactive planning and technical controls.
- Minimize downtime and ensure business continuity for mission critical processes throughout assessment, pilot, migration, and cutover phases.

3.3 eDiscovery Requirements

- Supports the compression of large files for efficient uploads into platform.
- Continuing support and maintenance with real-time help desk assistance.
- Support various collection methods (emails, Teams messages, OneDrive, endpoints etc.)
- Supports connectivity to Office 365/Exchange on a GCC tenant
- Training of Agency staff in the use of the eDiscovery software.
- Adequate storage size to house documentation related to litigation holds.
- Remove duplicates.
- Supports text recognition, and search functionality.
- Ability to save or retain search history.
- Displays emails, including their attachments.
- Bates stamping.
- Ability to redact portions of documents.
- Exemptions for Privacy, Financial, PII, Attorney-Client, Trade Secrets, etc.
- Automated Legal hold notifications, acknowledgements and tracking.
- Generates Privilege Log of exemptions/redactions (and with page numbers).
- Audit logs of custodian actions.
- Ability to view Excel spreadsheets in Excel format within the system.
- Excel spreadsheets converted into PDF when produced.
- Productions in b/w and color.
- Saved production capability.
- Solution capable of applying Optical Character Recognition to high-volume document sets.
- Defined Service Level Agreements (SLAs) for uptime, indexing and search latency.
- Solution should improve the efficiency, accuracy and integrity of redactions and the handling of exempt information.
- Selected eDiscovery software Vendor must also maintain a robust security protocol to ensure the protection of sensitive data.

- Tamper evident logs and collection tracking capabilities.

3.4 Retention and Storage requirements

- The solution should be able to provide specific automated retention periods based on document types and/or program requirements.
- The solution should be configurable to CalHFA records retention schedules as defined.
- The solution should be able to handle/alert to exceptions, overrides, litigation holds and retention conflicts.
- Storage configurations must align with industry- standard mandates such as Securities and Exchange Commission (SEC)/Sarbanes-Oxley Act (SOX).
- The solution should provide hot, cool and archive tiering strategy.
- The solution should address encryption at rest, in transit and encryption key management.
- The solution must incorporate specific architectural standards for data storage and security:
 - Storage on-prem or in the cloud; must reside within the USA.
 - Redundancy for retrieval.
 - Write Once, Read Many (WORM) compliance.
 - Configurable duration of immutability.
 - Audit trails with immutable storage.
 - Access controls.
 - Secure disposal.

4. Proposal Procedures, Content, Format, Criteria, and Award

4.1 General

4.1.1 Disclaimer and Reservations of Rights

Upon receipt, each proposal becomes the sole property of the Agency and will not be returned to the vendor. Each respondent is solely responsible for the costs it incurs to prepare and submit its proposal.

Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline.

The Agency reserves, in its sole discretion, the right to reject any and all proposals, including the right to cancel or postpone the RFP or the project at any time, or to decline to award the agreement to any of the respondents. The Agency reserves the right to waive any immaterial irregularities in a proposal or submission of a proposal. The Agency reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

The Agency further reserves the right to:

- Request an oral or telephonic interview with, and require additional information from, any Vendor prior to its selection.

- Select for contract negotiation the respondent(s) that, in the Agency's judgment, will best meet the Agency's needs, regardless of any differences in estimated costs.
- Consider information about a Vendor in addition to information submitted in or obtained through oral or telephonic interviews.
- Select one or more Vendors other than those responding.
- Require additional information from any Vendor.
- Change any deadline or date provided herein without notice.
- Otherwise amend or modify any of the terms or provisions of this solicitation.
- Award multiple contracts with multiple Vendors, that bifurcate the modules into separate contracts.
- All communication regarding this RFP must be directed exclusively to the IT Procurement mailbox at itprocurement@calhfa.ca.gov. Contact with any CalHFA staff outside the designated IT Procurement mailbox may result in disqualification.
- All Vendor questions must be submitted in writing by the published deadline using the required "RFP Vendor Question Submission Document." Vendors must submit one consolidated file containing all questions, formatted exactly as instructed, including the required RFP page number and section reference for each question. CalHFA will issue a single consolidated Question & Answer (Q&A) document, which will be posted on the CalHFA Procurement Opportunities webpage and emailed to all vendors who submitted questions. To ensure fairness and consistency for all participants, CalHFA will not accept additional or follow-up questions after the Q&A deadline.

4.1.2 Confidential and Proprietary Information

Vendors are strongly encouraged to avoid submitting confidential or proprietary information unless necessary. ALL MATERIALS SUBMITTED IN RESPONSE TO THIS SOLICITATION ARE SUBJECT TO THE CALIFORNIA PUBLIC RECORDS ACT AND MAY BE DISCLOSED UNLESS EXEMPT UNDER APPLICABLE LAW. If you believe certain information is exempt from disclosure, it must be clearly identified with a brief justification. In the event of a Public Records Act request, the Agency will provide notice to the affected Vendor, who shall bear the burden of seeking any legal remedy to prevent disclosure. If no such action is taken, the Agency may release the information in accordance with applicable law.

4.1.3 Authorized Signatories

The Vendor signing the cover letter of the proposal, or any other related forms submitted can be any authorized signor with the requisite authority to represent their firm and to enter into binding contracts.

4.1.4 Validity of Proposals

Proposed services and related pricing contained in the proposal must be valid for a period of 90 days after the due date.

4.1.5 Requirements for Award

A Vendor must meet all of the following requirements:

- Have the financial resources adequate to perform the services under the contract or have the ability to obtain them.

- Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments.
- Have a satisfactory performance record.
- Have a satisfactory record of integrity and business ethics.
- Not be on the list of ineligible businesses listed with the California Department of General Services.
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them.
- Be in compliance with applicable licensing and tax laws and regulations.
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- All system data must be stored, processed, and maintained exclusively within data centers physically located in the United States.
- Have other qualifications necessary to receive an award under applicable laws and regulations.
- Have the ability to comply with all terms and conditions of the Agency's Services Agreement.
- Agency approval of the Information Security Questionnaire and AI Questionnaire responses for any proposal involving a technology component or the electronic transmit confidential information or PII.

4.1.6 Execution of Service Agreement

If a Vendor is not able to execute a Services Agreement with CalHFA within 15 days after being notified of selection, CalHFA reserves the right to select the next most qualified Vendor or call for new proposals, whichever CalHFA deems most appropriate. (Sample of Services Agreement Exhibit D).

4.2 Proposal Content and Format

Proposal must contain the following components.

4.2.1 Organizational Structure and Key Details (Exhibit A)

See Exhibit A "Organizational Structure and Key Details"

Answer all questions on the CalHFA's-provided Response Form with your answers to CalHFA's questions. Provide thorough responses with sufficient detail to enable CalHFA to evaluate your understanding of CalHFA requirements, the suitability of your services and/or product(s) to meet CalHFA's requirements, the strength of your work plan, previous experience, and available resources.

4.2.2 Use Case Mapping

Vendors must map responses to the five Document Management System (DMS) use cases (Digital Workplace, External Collaboration, Enterprise Application Content Services, Content Centric Business Processes, Information Governance).

Vendors must submit a separate document titled: CalHFA DMS: Use Case Mapping - [Vendor Name]

This document must be included as part of the proposal submission package.

The Use Case Mapping section shall not exceed 5 pages. Responses must be clear, well-structured, and focused on items most material to CalHFA's needs while ensuring coverage of all five use cases.

- Applicable Use Case(s): Identify the relevant use case(s) from the five listed above.
- What it does for CalHFA: Provide a few sentences describing the benefit or outcome.
- Request for Proposal Reference: Cite the relevant Request for Proposal section and page number.
- Availability: State whether the item is generally available or requires configuration or customization.
- Vendors must create a separate subsection for each use case.
- All five use cases must be addressed; omissions may result in a non-responsive submission.
- If a capability applies to multiple use cases, Vendors must tailor the response to each use case rather than providing identical text.
- Vendors must disclose any dependencies or limitations relevant to the capability (such as required modules, integration prerequisites, or licensing tiers).
- Claims must be factual and limited to currently available features; roadmap or future-release capabilities must be clearly identified as such.
- Responses should focus on capabilities most material to CalHFA's needs while remaining within the page limit.

4.2.3 Vendor Qualifications

Vendors must address each minimum qualification listed below:

- A statement indicating whether Vendor meets the requirement.
- A concise description of how the requirement is met.
- Any supporting documentation necessary to verify compliance (e.g. client list, certification, licenses, resumes, etc.).

4.2.4 Proposal Costs

Provide responses to all cost-related questions over the three-year period. Itemized Costs related to the services to be provided, including:

- Cost of creation and installation of an eDiscovery system or software program.
- Cost of ongoing maintenance of the services.
- Cost of initial and ongoing training of Agency staff related to the services.
- Specify the cost for each data storage tier and the features associated with each tier.
- Describe the pricing and fees applied when data usage exceeds allocated limits.
- Whether billing conducted monthly, quarterly, or annually.

4.2.5 Small Business and DVBE Participation (Exhibit B)

See Exhibit B "Certified Small Business and DVBE Participation"

- Answer all questions on the CalHFA's-provided Response Form with your answers to CalHFA's questions.

4.2.6 Vendor References (Exhibit C)

See Exhibit C "Vendor References"

- Answer all questions on CalHFA's-provided Response Form.

4.2.7 Agency's Standard Service Agreement and Optional Forms (Exhibit D)

See Exhibit D, Agency's "Services Agreement"

- For informational purposes, the terms and conditions within are generally non-negotiable.
- If your company is taking exception to any of the terms or conditions in the Agency's Service Agreement, please indicate on a separate document titled "Exceptions to Service Agreement" which provision you are objecting to and a detailed description of why you are objecting to the provision.

4.2.8 Information Security Questionnaires (Exhibit E)

See Exhibit E "Information Security Questionnaires"

- Vendors selected to advance to the consideration phase of this solicitation will be provided CalHFA's UpGuard Information Security Questionnaires for completion. The completed questionnaires will be evaluated by the Agency's Information Technology Department. Approval by the IT Department is a prerequisite to any contract award.

5. Vendor Qualifications, Evaluation Criteria, and Award Process

5.1 Vendor Qualifications

The intent of this RFP is to evaluate the proposals, determine the respondents that are in the competitive range, and select respondents that will provide the most cost-effective and professional services for CalHFA.

5.1.1 Minimum Qualifications

- Have at least three years of experience conducting the specific type of services required herein and have experience with at least five other clients performing like services as described herein or have performed satisfactory work for CalHFA within the past three years.
- Be capable of providing the required services beginning **Monday, January 11, 2027**.
- Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
- Demonstrate the requisite technical proficiency.

5.1.2 Certification of Financial Stability (Exhibit F)

- See Exhibit F "Certification of Financial Stability." Vendor must have financial stability and the necessary financial resources to provide the required services.

5.2 Evaluation Criteria

5.2.1 Minimum Qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria:

- CalHFA will review the Vendor's qualifications to determine if the Vendor meets or better the minimum requirements as detailed above.
- Only the best-qualified Vendor will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.
- CalHFA may conduct reference checks with customers of similar size, scope, and regulatory context; vendors shall provide contacts for at least three relevant implementations.

5.2.2 Evaluation Criteria

In accordance with CalHFA's objective of selecting the most qualified Vendor at a fair and reasonable cost, a selection committee, composed of appropriate staff representatives, will review the proposals received and select the most qualified Vendor for interviews. The selection committee shall rank the vendors based upon the following criteria:

- Ability to perform the specific tasks outlined in the RFP.
- Reasonableness of the fee requested to do the work.
- Short-listed Vendors may be invited to provide a structured platform demonstration, using predefined functional scenarios to ensure consistent and comparable evaluations across all Vendors. Detailed demonstration scripts will be provided approximately five (5) business days prior to each scheduled demo. Vendors may also be asked to participate in interviews, present implementation approaches, or provide a proof-of-concept (POC) if requested by CalHFA.
- Any other criteria prescribed in this RFP for the required services including any presentations, interviews, changes in Scope of Services requirements, if so required by CalHFA.
- Certified Small Business ("SB") and Disabled Veteran Business Enterprise ("DVBE") participation may be taken into consideration as part of CalHFA's overall assessment.

5.2.3 Fee/Price Evaluation

- Reasonableness of pricing for the proposed software and services required to perform the work, as originally proposed.
- Adequacy of initial and ongoing training (hours/sessions, delivery method) and the reasonableness of associated pricing.
- Reasonableness of the proposed timeline, labor hours, and pricing assumptions to reach initial program use (including any one-time implementation/migration services).

5.3 Award

After conclusion of the above evaluations, a Notification of Intent to Award may be sent to any Vendor selected. CalHFA may make multiple awards.

Award is contingent upon the successful negotiation of final contract terms and the approval of CalHFA. If contract negotiations cannot be concluded successfully, CalHFA may negotiate a contract with the next best qualified Vendor or withdraw the RFP. In the event CalHFA does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of CalHFA.

Exhibit A “Organizational Structure and Key Details”

Instructions:

Prospective vendors must provide the information requested below and include it in their proposal. CalHFA has provided the form below for bidder’s use. If vendor prefers to submit their responses using their own template, ensure that your submission follows the exact format provided in Exhibit A. In either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. **Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company’s full legal name, address, phone, fax, email, website.

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

- D. Names and titles of the principal owner(s).

E. Person(s) authorized to make commitments for your company.

F. Company history, experience, years in business for current company name.

G. Annual company revenues for the last three fiscal years.

H. Tax ID number.

I. The complete scope of services offered by your company.

J. The number of clients (including governmental) served in past and present.

K. Special qualifications, training, credentials, recognition, or awards.

L. Contracts terminated for cause, pending litigation or legal issues.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.

--

- B. Team to be assigned for these services.

--

- C. Qualifications of specific individuals who will work on the project.

--

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

--

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

--

- F. Current number of employees: full-time and part-time employees.

--

G. Annual turnover rate of staff.

--

H. Names of any subvendor's you propose to use for our contract.
Provide only names here; fill in the details on CalHFA-provided Subvendors List.

--

I. Facilities that would be utilized to perform the required work.

--

J. Equipment that would be utilized to perform the required work.

--

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

--

B. Reasonableness of your fee to do the work.

--

- C. Current resources to meet or better all task and timeline requirements herein.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

- E. How quickly could you provide additional, extra trained staff if requested by CalHFA for additional work beyond the original scope of services?

- F. How quickly can you begin providing services if awarded the contract?

- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. **Demonstrated and Technical Experience**

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

- B. Specific method and techniques to be employed on the project or problem.

--

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How will you schedule professional and staff to ensure milestones and deadlines are met?

--

- B. Provide required response time to the urgent service requests.

--

- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

--

- D. Provide any other relevant information that you believe would benefit CalHFA for the requested services.

--

Submitted by:

Company Name	
Contact Name	
Title	
Signature	
Email	
Phone	
Date	

Certified to above - FIRM:

SIGNATURE:

PRINT NAME:

TITLE:

PROPOSING FIRM:

DATE:

BUSINESS ADDRESS:

SIGNATURE OF REPRESENTATIVE:

BY:

TITLE:

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Title	
Name	
Business Address	

Title	
Name	
Business Address	

Exhibit B “Certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Status Form”

SECTION 1 – Small Business Certification

1. Is your company currently certified as a California Small Business (SB)?

- ☐ Yes
- ☐ No
- ☐ Pending Application

Certification Number:

Expiration Date:

2. If not certified, does your company meet the eligibility criteria to qualify as a California Small Business (SB)? (See attached “SB Eligibility Form”: Fewer than 100 employees, and \$18 million or less in average gross receipts over the last three years)

- ☐ Yes
- ☐ No
- ☐ Unsure

3. Would your company be willing to pursue SB certification if selected for award or to improve eligibility for future solicitations?

- ☐ Yes
- ☐ No
- ☐ Already in Progress

SECTION 2 – Disabled Veteran Business Enterprise (DVBE) Certification

1. Is your company currently certified as a California DVBE?

- ☐ Yes
- ☐ No
- ☐ Pending Application

Certification Number:

Expiration Date:

2. If not certified, does your company meet the eligibility criteria to qualify as a DVBE?
(See "DVBE Eligibility" form: At least 51% owned by one or more disabled veterans; daily business operations managed and controlled by disabled veterans)

- ☐ Yes
- ☐ No
- ☐ Unsure

3. Would your company be willing to pursue DVBE certification if selected for award or to improve eligibility for future solicitations?

- ☐ Yes
- ☐ No
- ☐ Already in Progress

SECTION 3 – Supporting Documentation

Instructions:

Please attach documentation to support any current or pending certifications (SB/DVBE), which may include:

- Current SB or DVBE Certification Letter from California Department of General Services (DGS)
- Proof of Pending Application
- Intent to Apply Statement (if applicable)

Small Business (SB) and Small Business for the Purpose of Public Works (SB-PW) Certification Eligibility Requirements

To be eligible for the Small Business (SB) certification or the Small Business for the Purpose of Public Works (SB-PW) certification, the business must meet these initial following requirements:

- ✓ Be independently owned and operated
- ✓ Not dominant in field of operation
- ✓ Principal office located in California
- ✓ Owners, Officers, Members/Managers, and/or Partners must be domiciled in California

The business must also meet these following requirements depending on the certification they apply for:

Eligibility Criteria	SB	SB-PW
Maximum employee count (including affiliates)	100	200
Average Gross Annual Receipts (GARs) cap over the last three tax years (including affiliates)	\$18 million (does not apply to manufacturers)*	\$43 million

Microbusiness Designation (MB)

A certified Small Business (SB) will automatically be designated as a Microbusiness (MB) if their average Gross Annual Receipts (GARs) are \$6 million or less; or the small business is a manufacturer with 25 or fewer employees.

What contracts can you use your certification(s) for?

The SB certification can be used and counted on all types of contracts including public works contracts/projects.

The SB-PW certification can only be used and counted on public works-related contracts/projects.

* A manufacturer is a business that is

- 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products and
- 2) Classified between Codes 31 to 339999, inclusive, of the North American Industrial Classification System (NAICS) Manual, published by the United States Census Bureau, 2007 edition.



Disabled Veteran Business Enterprise (DVBE) Certification Eligibility Requirements

A "disabled veteran" is:

- A veteran of the U.S. military, naval, or air service
- The veteran must have a service-connected disability of at least 10 percent or more
- The veteran must be domiciled in California

To be eligible for a DVBE certification, the business must meet the following requirements:

- ✓ The business must be at least 51 percent owned by one or more disabled veterans
- ✓ Limited liability companies must be wholly owned by one or more disabled veterans
- ✓ The daily business operations must be managed and controlled by one or more disabled veterans. The disabled veteran who manages and controls the business is not required to be an owner of the business
- ✓ The home office must be located in the U.S. The home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business

Exhibit C “Vendor References”

1. Client's Company Name	
Client Address	
Contact's Name	
Contact's Title	
Contact's Telephone & FAX	
Contact's Email	
Scope of Services/Products Provided	
Project Completion Date & Value	
2. Client's Company Name	
Client Address	
Contact's Name	
Contact's Title	
Contact's Telephone & FAX	
Contact's Email	
Scope of Services/Products Provided	
Project Completion Date & Value	
3. Client's Company Name	
Client Address	
Contact's Name	
Contact's Title	
Contact's Telephone & FAX	
Contact's Email	
Scope of Services/Products Provided	
Project Completion Date & Value	
4. Client's Company Name	
Client Address	
Contact's Name	
Contact's Title	
Contact's Telephone & FAX	
Contact's Email	
Scope of Services/Products Provided	
Project Completion Date & Value	

Exhibit D “Agency Service Agreement”
SERVICES AGREEMENT-
(CONTRACTOR’S NAME)

This Services Agreement (“*Agreement*”) is entered into as of _____, 2026, by and between the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California (“*Agency*” or “*CalHFA*”) and (Contractor’s name) (“*Contractor*”).

RECITALS

- A. Agency desires to obtain professional services in connection with _____.
- B. Contractor has the requisite experience and expertise to provide those services.
- C. Agency desires to employ Contractor to perform the services described herein.

Therefore, in consideration of the premises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Agency and Contractor agree as follows:

AGREEMENT

1. Status of Contractor

a. Contractor will be at all times an independent contractor and not an agent or employee of Agency. As used herein, the term “*independent contractor*” means Contractor, and any personnel provided by Contractor, who will render the Services specified herein for the specified compensation and who will be deemed to be under the control of Agency as to the results of their work and not as to the means by which such results are accomplished.

b. In the event that Contractor is determined to be an employee of Agency by any federal, state, or local court, governmental agency, instrumentality, or body, or by a third party, Contractor waives any right to recover any type of employee benefits from Agency for the period during which Contractor was determined to have been erroneously treated as an employee.

c. Any and all personnel retained, hired, engaged, or provided by Contractor will be independent contractors for, or employees of, Contractor and not employees of Agency for any purpose whatsoever. All such personnel will be under Contractor's exclusive supervision, direction, and control, and will be compensated by Contractor in Contractor's name and at its expense. Contractor will carry worker's compensation insurance covering all personnel who may be employed by Contractor from time to time for any purpose connected with Contractor's performance hereunder.

d. Neither Contractor nor its employees or contractors will be eligible to participate in any employee-benefit programs maintained by Agency. Contractor acknowledges that Agency will not provide social security, unemployment compensation, director's and officer's liability insurance, disability insurance, worker's compensation insurance or similar coverage, or any other benefits to Contractor or its employees and or contractors.

2. Contractor's Services

a. Contractor shall provide _____. These services performed are described and set forth and attached hereto as "**Exhibit A** - _____".

b.

c. Transfer of knowledge to appropriate CalHFA staff is required, along with any requested materials and content for transfer of knowledge, sufficient for CalHFA to implement and make use of Contractor's Services.

d. **[IF SCOPE OF WORK IS INCORPORATED AS EXHIBIT A]** Conflicts between the terms and conditions in **Exhibit A** to any other provisions of this Agreement shall be resolved in favor of the latter.

3. Term

This Agreement shall cover services rendered hereunder from _____ through _____.

4. Compensation

a. Upon submission and approval of [invoices for services provide] or [a monthly report of work performed and time expended or upon completion of the Services], Contractor will be compensated at the rate of _____ **and No/100 Dollars (\$00.00)** per hour. Under no circumstances will compensation under this Agreement over the entire term exceed _____ **AND NO/100 DOLLARS (\$00,000.00.)**

b. **[NO REIMBURSEMENT OPTION]** Agency will not reimburse Contractor for any out-of-pocket costs or expenses incurred by Contractor in performance of the Services, including such things as package delivery, document production, long-distance telephone calls, facsimile transmission, travel, meals, and lodging expenses. Contractor shall be responsible for all such costs.

---OR---

b. **[IF USING STATUTORY REIMBURSEMENT REQUIREMENTS]**

Agency will also reimburse Contractor for out-of-pocket costs and expenses incurred by Contractor in performance of the Services, including (1) reasonable and actual amounts for package delivery, document production, long-distance telephone calls, facsimile transmission, and (2) travel, meals, and lodging expenses in accordance with State of California Department of Personnel administration Regulations, 2 CCR Section 599.615, et seq. Any such reimbursement will not exceed _____ AND NO/100 DOLLARS (\$00,000.00) over the term of this Agreement.

c. The amounts provided for herein are the entire remuneration of Contractor for the Services, and there will be no additional compensation or reimbursement for any of Contractor's time, materials, or costs in providing the Services. In no event will the total amount received by Contractor under this Agreement exceed _____ AND NO/100 DOLLARS (\$00,000.00). **[TOTAL OF HOURLY + EXPENSES]**

5. Nondiscrimination Clause

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), genetic information, citizenship, primary language, immigration status, or any other basis prohibited by applicable state or federal law. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), including Title 2, California Code of Regulations, Section 11102, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. Agency's Cooperation

Agency shall reasonably cooperate with Contractor in the performance of Contractor's services under this Agreement.

7. Handling of Conflicts of Interest *[If applicable; if not, then write "Intentionally Omitted."](see Contract Request for answer)*

a. Agency has been informed by Contractor that Contractor is an active participant in the tax-exempt and taxable bond markets and from time-to-time during the term of this Agreement will represent on unrelated matters various persons and entities (including bond underwriters, other bond issuers, and other persons and entities represents other entities) with which the Agency may currently be dealing, and that such concurrent representation may create a conflict of interest under the rules of professional responsibility applicable to Contractor. Contractor shall identify to Agency all such persons and entities to the extent known to Contractor. Agency consents to such concurrent representation and waives any conflict of interest that may arise therefrom, subject to Agency's right to withdraw such consent by terminating Contractor's representation of the Agency on any matter creating a conflict of interest.

b. Contractor agrees not to represent any such persons or entities on any related matters without the express written consent of the Agency.

8. Entirety, Amendments, Construction

a. This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

b. This Agreement is entire as to all of the performance to be rendered under it. Breach of any of the performances to be rendered by Contractor shall constitute a breach of the entire Agreement and shall give Agency the right to terminate this Agreement.

c. No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

d. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both of the parties had prepared it.

9. Notice

Any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery, in writing, by facsimile transmission, by e-mail or by mail, postage prepaid, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Contractor:	[Company Name:] [Address:] Attention: Title: Tel: () Fax: () Email:
To Agency:	<u>If by mail:</u> California Housing Finance Agency 500 Capitol Mall, Ste 1400, MS _____ Sacramento, CA 95814 Attention: [Division Director], [Title] Tel: () Email: <u>With copy to:</u> California Housing Finance Agency Office of General Counsel 500 Capitol Mall, Ste 1400, MS 1440 Sacramento, CA 95814 Attention: [Attorney Name] Attorney Tel: (916) 326-84** Fax: (916) 326-6432 Email: - _____@calhfa.ca.gov
	<u>If by other means:</u> California Housing Finance Agency Office of General Counsel 500 Capitol Mall, Ste 1400, MS 1440 Sacramento, CA 95814 Tel: (916) 326-8470 Fax: (916) 326-6432 Email: legal@calhfa.ca.gov

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10. Nonassignability

No assignment of the rights, nor delegation of the duties of Contractor, whether in whole or in part, shall be valid unless specifically agreed to in writing by Agency.

11. Remedies, Attorney's Fees, Costs

a. Should either party default in the performance of this Agreement or materially breach any of its provisions, the nondefaulting party shall have, in addition to any other remedy provided for at law or in equity, the option of terminating this Agreement immediately by giving written notice to the defaulting party.

b. Additionally, in the event that Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, Agency shall be excused from any obligation to pay unpaid compensation provided for in this Agreement.

c. Agency may terminate this Agreement immediately upon giving notice in writing to Contractor. Such termination may occur without cause. Upon such termination, Agency shall compensate Contractor proportionately based on the percentage that the work performed by Contractor as of the date of termination bears to the total work to be performed by Contractor under this Agreement; or, if Contractor is being compensated at an hourly rate, Agency shall compensate Contractor upon submission and approval of a report of work performed and time expended prior to the date of termination.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

12. Time

Except as specifically provided herein, time is of the essence in this Agreement.

13. Partial Invalidity

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

14. Indemnification *[Replace with 'Intentionally Omitted.' for legal counsel contracts; They have different obligations as counsel that covers a typical indemnification.]*

Contractor shall indemnify, defend and hold harmless Agency, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the negligent or intentionally tortious conduct of its performance of this Agreement, including claims made or resulting from any release of confidential information or data provided to Contractor by Agency.

15. Contractor's Qualifications & Statement of Economic Interests *[If applicable – For Consulting, Auditing, and Dream For All (DFA) Contracts (and/or any individuals that give expert advice to CalHFA and how we should proceed); if not, then write "Intentionally Omitted."]*

a. Contractor covenants that its previous representations to Agency regarding its qualifications to perform the services provided for herein are true and accurate.

b. Prior to commencement of any services under this Agreement, Contractor's employees and agents, as determined by the Agency ("Designated Filer,") shall complete and file a Statement of Economic Interest (Form 700) as required by Agency's Conflict of Interest Code and Section 87300 et seq. of the Government Code. **Each Designated Filer shall also timely complete and file a Statement of Economic Interests annually and upon leaving office, as applicable.** Contractor shall provide, and represents that it has provided, to Agency the names and responsibilities of those employees and agents who will be providing services under this Agreement. If, during the term of this Agreement, Contractor desires to have different or additional employees or agents provide services under this Agreement,

Contractor shall provide such names and other information requested to Agency so that Agency may determine whether such persons must comply with this provision. Such names shall be provided prior to commencement of any services by such persons.

c. For purposes of this Agreement, Agency has determined that (Name), whose **email address is:** _____, shall complete the required Statement of Economic Interests, which form will be provided by Agency, if not already on file, and shall comply with the ethics training requirement of Government Code section 11146.3. The Agency reserves the right to require other members of Contractor's staff to comply with the provisions of section b, above.

d. **In the event Contractor or Designated Filer fails to return the completed Statement of Economic Interests to Agency within thirty (30) calendar days from the date this Agreement is executed, or fails to complete and file an annual or leaving office statement or fails to complete the required ethics training within the times required, the Agency reserves the right to withhold payment for any services performed and reserves the right to cancel this Agreement.**

e. In the event the Statement of Economic Interests reveals a conflict of interest which, as determined by the Agency, could impair Contractor's ability to properly or legally perform the services contemplated by this Agreement, Agency reserves the right to cancel this Agreement.

16. Drug-Free Workplace Requirements

Contractor will comply with the requirements of California's Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code § 8355(a)(1).

b. Establish a Drug-Free Awareness Program as required by Government Code § 8355(a)(2) to inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,

- (iv) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - (i) receive a copy of the company's drug-free workplace policy statement; and,
 - (ii) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

17. Child Support Compliance Act *[For contracts in excess of \$100,000; if not, then write "Intentionally Omitted."]*

Contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the California Family Code; and

b. The Contractor, to the best of its knowledge, is fully complying with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry in accordance with the requirements of the California Employment Development Department.

18. Copyright Violations

In accordance with Executive Order D-10-99 issued by the Governor of the State of California, Contractor certifies that it has appropriate systems and controls in place to ensure that CalHFA funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

19. Copyright and Ownership of Materials [If applicable; if not, then write "Intentionally Omitted."]

a. The term "Work", as used in this paragraph shall mean all written and printed matter, photographs, artwork, pictorial reproductions, drawings or other graphic representations and works of a similar nature, sound recording, films, tapes, original computer programs (including executable computer programs and supporting data in any form) and any other materials or products conceptualized, developed and/or delivered as a result of this Agreement.

b. For Work requiring the use of copyrighted materials, Contractor represents and warrants it has secured, or shall secure by the time of delivery of the Work, all necessary rights and licenses thereto, and upon CalHFA's request shall furnish to CalHFA the names and addresses of all copyright holder(s) and their agent(s), if any, and the terms of any license(s) or usage granted, at the time of delivery of the Work.

c. Contractor shall deliver to CalHFA, and CalHFA shall be the exclusive owner of, all right, title and interest in the Work, including but not limited to the copyright of the Work and the right to use, duplicate and disclose the Work, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. All Work provided hereunder shall be deemed a "work made for hire" under copyright law.

d. If for any reason CalHFA is not deemed to be the owner of all right, title and interest in the Work, then Contractor hereby assigns all of its right, title and interest in such rights to CalHFA.

e. Contractor represents and warrants that:

- (i) it is free to enter into and fully perform this Agreement;
- (ii) it has secured or will secure all rights and licenses necessary for the production of the Work;
- (iii) neither the Work nor any of the materials contained therein, nor the exercise by either party of the rights granted in this Agreement, will infringe upon or violate the rights or interests of any person or entity;
- (iv) neither the Work nor any part of it will (i) violate the right of privacy, or (ii) constitute a libel or slander against, or (iii)

infringe upon the copyright, literary, dramatic, statutory or common law rights of any person, firm or corporation;

- (v) it has not granted and shall not grant to any person or entity any right that would or might derogate or encumber or interfere with any of the rights granted to CalHFA in this Agreement.

f. Contractor agrees it shall not use any Work for any purpose other than for the purposes contemplated by this Agreement, and further agrees that, upon termination of this Agreement for any reason, Contractor will immediately turn over all Work, including all copies of all Work in any form, in its possession or under its control to CalHFA. Contractor agrees it will not use any Work, or any information it receives or received from CalHFA in connection with any Work, in any way that could or would result in said Work or information being disclosed, inadvertently or otherwise, to any party other than CalHFA or its delegate without CalHFA's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, subject to CalHFA's prior written consent, Contractor may use the Work solely for self-promotional purposes, such as on Contractor's website or as part of a portfolio, provided that Contractor indicate thereon CalHFA's ownership of such Work.

g. Contractor agrees to indemnify, defend and hold harmless CalHFA and its licensees and assigns, and their officers, director, employees, agents, representatives, successors, licensees and assigns from and against all claims, actions, damages, losses, costs and expenses, including reasonable attorney's fees, which any of them may sustain because of the use of the Work and any other materials furnished by Contractor under this Agreement, or because of the breach of any of the representations or warranties made in this Agreement.

20. Confidentiality of Data

a. All financial, statistical, personal, technical, and operational information, including all non-public information of a consumer or customer of CalHFA, and non-public technical and other data and information relating to CalHFA's operation, which are made or become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure. Contractor will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by CalHFA, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information.

b. Should Contractor experience a breach of the security of any system it maintains to protect data provided by CalHFA or affecting any of CalHFA's operations or customers, or should any unauthorized release of confidential information occur, Contractor will comply with Civil Code Section 1798.82 and will take all steps necessary to provide notice to CalHFA and all interested parties, including any California resident whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Contractor will also take all steps to correct the cause of said breach and take any and all actions CalHFA deems necessary or appropriate.

c. CalHFA shall have the right, upon reasonable notice, to audit and inspect Contractor's facilities, processes and procedures to ensure the integrity of all information provided by CalHFA. At any time during the term of this Agreement, if CalHFA, in its sole and absolute discretion, determines that Contractor's facilities, processes and procedures do not provide adequate security measures, Contractor shall take such actions CalHFA deems necessary or appropriate to protect the information provided by CalHFA.

d. CalHFA reserves the right to require Contractor, and any employees or contractors of Contractor who may have access to any information provided by CalHFA, to sign a confidentiality agreement.

21. Pro Bono Requirement *[*For Legal Services Contracts in excess of \$50,000; if not, then write "Intentionally Omitted."]*

a. Contractor agrees to comply with the requirements of Section 6072 of the Business and Professions Code and make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

22. California Iran Contract Act *[*For contracts in excess of \$1,000,000; if not, then write "Intentionally Omitted."]*

Contractor certifies that (i) it is not currently on the list created by Department of General Services ("DGS") as persons engaged in investment activities in Iran; or (ii) it is currently on the list as created by DGS as a person engaged in investment activities in Iran as defined in California Public Contract Code Section 2203, but Contractor is able to contract pursuant to an exception in Public Contract Code Section 2203(c) and (d). Evidence of this exception acceptable to CalHFA shall be provided to CalHFA prior to the effectiveness of this Agreement.

23. California Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Agency 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 Agency 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 Agency.

24. Performance Review

Contractor agrees that Agency or its delegate shall have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide Agency or its delegate with any relevant information requested and shall permit Agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after the final payment made under this Agreement.

25. Work Product

a. All notes, records, reports, summaries and other data provided to Contractor or generated by Contractor in connection with the services performed under this Agreement is the property of the Agency. Upon termination of this Agreement, by cancellation, expiration of its term or otherwise, Contractor will immediately turn over all work product in its possession or under its control to Agency. Contractor agrees it will not use any notes, records, reports, summaries or other data received or generated by Contractor in connection with the services performed under this Agreement in any way that could or would result in such data being disclosed, inadvertently or otherwise, to any party other than the Agency or its delegate without Agency's prior written consent. Nothing in this paragraph shall be construed as a waiver of the attorney work product privilege.

b. Knowledge Transfer ***/*For consulting and certain software and professional services contracts; if not, then write "Intentionally Omitted."*/*** Contractor's obligations under the terms of this Agreement include a "knowledge transfer" to CalHFA. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of, CalHFA staff to maintain and operate contracted-for programs, equipment and facilities. If this Agreement includes the purchase of equipment (including, but not limited to, software), "knowledge transfer" shall also include education and training, including all relevant documentation, to enable CalHFA to maintain the equipment based on Contractor's methodology. The Contractor agrees that CalHFA may reproduce such documentation for its own use in maintaining the equipment. Any and all costs associated with any additional training and/or instruction necessary to realize the "knowledge transfer" is fully included in the Compensation set out in section 4 herein, and shall be provided at no additional cost to CalHFA.

26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement is effective upon transmission by any party to the other party of a fully signed facsimile or PDF copy of the Agreement. In case of any conflict, the counterpart maintained by the Agency shall be deemed to be determinative.

27. California Public Records Act

Contractor acknowledges that, except to the extent that information may be exempt from public disclosure under California Health & Safety Code Section 51615, the California Public Records Act (California Government Code Section 7921.000, et seq.), or otherwise exempt from disclosure, information possessed by Agency could be subject to disclosure under California law. Agency, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by California law.

28. Subcontracts

Agency is retaining Contractor for the unique skills and expertise of Contractor and its personnel. Therefore, no subcontract may be made with any other party furnishing any of the work or services provided for in the Agreement, without the prior written consent of Agency.

29. Survival

The terms, conditions, and warranties contained in the Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of the Agreement, whether by completion of the performance, cancellation, or otherwise. In addition, the terms of **[Sections 14 (Indemnification), 15b. (Contractor's Qualification and Statement of Economic Interests, if applicable), 20 (Confidentiality of Data), 24 (Performance Review, if applicable) and 25 (Work Product, if applicable)]** shall survive the termination of this Agreement.

30. Obligations of Insurance Fund *[/*For Insurance Fund Contracts only; if not, then write "Intentionally Omitted."/]*

The obligations of CalHFA under this Agreement are payable solely from the California Housing Loan Insurance Fund, a public enterprise fund, and are not obligations of the California Housing Finance Fund.

31. Governing Law

This Agreement shall be governed by the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue for any action brought hereunder shall be exclusively in the County of Sacramento.

32. Authority

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity, and authority to sign this Agreement on behalf of such party and that this Agreement shall be binding on that party without the approval of any other person or entity. Further, each person executing this Agreement on behalf of another person or legal entity represents and warrants that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and is qualified to do business in California.

33. Insurance *[Optional – keep for construction services]*

During such times as Contractor is engaged to perform services pursuant to this Agreement and associated Work Orders, Contractor shall carry errors and omissions/professional liability insurance naming the Agency as an insured ***['naming the Agency as an insured' – remove for legal search software. Keep for construction services]*** and which shall provide coverage for the Agency against any legal claim arising out Contractor's negligence in performance of its services. Insurance shall be with a carrier who maintains Best financial rating of at least a BBB+ rating and be in an amount of at least One Million and No/100 Dollars (\$1,000,000.00). **Contractor shall provide Agency a Certificate of Insurance prior to commencement of services.**

34. Civil Rights Certification *[For Contracts in excess of \$100,000; if not, then write "Intentionally Omitted."]*

In accordance with Public Contract Code 2010, Contractor shall submit to Agency, in a form acceptable to Agency, a certification under penalty of perjury regarding compliance with the Unruh Civil Rights Act and the California Fair Employment and Housing Act, and Contractor acknowledges and agrees that it shall submit to Agency a new certification upon any renewal or extension of this Agreement.

[This space left intentionally blank; Signatures follow on next page]

CONTRACTOR'S SIGNATURE BELOW IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF SECTION 16 (DRUG-FREE WORKPLACE REQUIREMENTS), SECTION 17 (CHILD SUPPORT COMPLIANCE ACT) *[if applicable]*, and SECTION 18 (COPYRIGHT VIOLATIONS) ABOVE.

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

Contractor: **[NAME OF CONTRACTOR],**
 [a California corporation?]

By: _____

Name

Title

Agency: **CALIFORNIA HOUSING FINANCE AGENCY,
a public instrumentality and political subdivision
of the State of California**

By: _____

Rebecca Franklin

Chief Deputy Director

EXHIBIT A

“”

Exhibit E “Information Security Questionnaires”

Vendors selected to advance to the consideration phase of this solicitation will be provided with CalHFA’s UpGuard Information Security Questionnaires for completion. The completed questionnaires will be evaluated by the Agency’s Information Technology Department. Approval by the IT Department is a prerequisite to any contract award.

Exhibit F “Certification of Financial Stability”

RFP: _____

VENDOR Name: _____

Pursuant to the minimum qualifications set forth in this Request for Proposals, the undersigned, on behalf of the VENDOR identified above, certifies that the following statements are true and correct as of the date of this certification:

1. VENDOR possesses the financial stability necessary to provide the services required under this RFP for the full term of any contract awarded.
2. VENDOR is not currently the subject of a pending bankruptcy petition, receivership, or assignment for the benefit of creditors.
3. VENDOR has not had a contract terminated for cause due to financial default within the past five (5) years.
4. VENDOR has no unresolved material litigation, judgment, or lien that would reasonably be expected to impair its ability to perform the contract.
5. VENDOR has sufficient working capital and access to financial resources to fully perform the contract without reliance on payments received under the contract to meet its ongoing operating expenses.

VENDOR understands that the California Housing Finance Agency (CalHFA) may, at its sole discretion, request documentation substantiating this certification at any time prior to contract execution, and that failure to provide such documentation upon request may result in disqualification of the proposal or rejection of the VENDOR as non-responsible. VENDOR further understands and agrees that any material misrepresentation in this certification shall constitute grounds to rescind any contract award or terminate any resulting contract for cause.

By: _____

Print Name: _____

Title: _____

Company: _____

Signature: _____