

CalHFA
Request for Proposal
**Business Analysis, System Support & Project
Coordination**

June 26, 2026

Question Deadline:

July 3, 2026, 5:00 p.m. PDT

Posting Official Responses to Questions

July 10, 2026, 5:00 p.m. PDT

Proposal Due Date:

July 17, 2026, 5:00 p.m. PDT

Submit proposal to CALHFA online at:

klee@calhfa.ca.gov

Agency Contact Person:

Kang Lee at klee@calhfa.ca.gov

Services for
Business Analysis, System Support & Project Coordination

Table of Contents

Schedule, Overview, Proposal Content, Vendor Qualifications.....	1
Proposal Procedures, Content, Format, Criteria, and Award	6
Vendor Qualifications, Evaluation Criteria, and Award Process.....	9
Exhibit A: Organizational Structure and Key Details.....	11
Exhibit B: Certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Status Form.....	14
Exhibit C: Vendor References	18
Exhibit D: CalHFA Standard Service.....	20

Services for
Business Analysis, System Support & Project Coordination

Schedule, Overview, Proposal Content, Vendor Qualifications

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
June 26, 2026, 5:00 p.m. PST	Request for Proposals (RFP) issue date
July 3, 2026, 5:00 p.m. PST	Questions Due
July 10, 2026, 5:00 p.m. PST	Posting Official Responses to Questions
July 17, 2026, 5:00 p.m. PST	Proposal due date
July 22, 2026, 5:00 p.m. PST	Evaluation of proposals completed
July 24, 2026, 5:00 p.m. PST	Selection of Consultant & contract preparation
July 27, 2026, 5:00 p.m. PST	Contract Award
August 3, 2026, 5:00 p.m. PST	Start of Service

Purpose of RFP

The California Housing Finance Agency (CalHFA) is soliciting proposals from qualified firms or individuals to provide temporary Business Analyst (BA) and system support services to ensure continuity of operations during an extended staff absence within the Enterprise Risk Management & Special Initiatives Division. Support is required to maintain progress on high-priority technology initiatives, process-improvement work, and business-critical operations dependent on accurate documentation, testing, and stakeholder coordination.

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 doesn't rely on taxpayers' dollars for its operational costs but regularly administers various state and federal resources on behalf of the state.

Services for
Business Analysis, System Support & Project Coordination

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.

Scope of Work

CalHFA has identified the need to engage a Business Analyst consultant who will serve within the Enterprise Risk Management and Special Initiatives Unit to provide analytical, technical, and project support across Agency applications, business processes, and organizational initiatives.

The contractor will analyze business needs, coordinate with stakeholders, develop/gather requirements, and support system improvements to advance Agency programs. The role requires demonstrated experience with Agile methodologies, systems development life cycle (SDLC) practices, and collaborative engagement with both technical and program stakeholders.

The contractor will support three Strategic Plan initiatives in addition to broader Project Management Office (PMO) efforts, ensuring alignment with Agency objectives, compliance standards, and enterprise project methodologies.

The consultant will perform requirements gathering, develop functional and technical documentation, support system testing, analyze and update business processes, coordinate issue resolution, and facilitate communication across program and IT teams. In addition, the consultant will provide project coordination support to manage timelines, dependencies, and stakeholder engagement for multiple concurrent initiatives. These services are essential to prevent delays, maintain operational efficiency, and ensure successful delivery of strategic Agency projects.

The selected vendor will provide project and operational support, along with deliverables that include, but are not limited to, the following:

Business Analysis & Requirements Development

- Analyze business and user needs using requirement gathering techniques such as Joint Application Development (JAD) sessions, process reviews, stakeholder interviews, and strategic plan alignment.
- Conduct stakeholder interviews to elicit requirements and develop refined user stories, functional specifications, wireframes, and business requirements documentation for system enhancements or new application implementations.
- Facilitate review sessions with stakeholders to obtain approval and signoff on finalized requirements.
- Collaborate with program staff to translate program requirements into feasible IT solution requirements.
- Maintain an understanding of CalHFA programs, including related multifamily processes, to help support accurate analysis, training needs, and documentation updates.

Services for
Business Analysis, System Support & Project Coordination

- Perform Agile-based activities including ceremonies, iterative planning, backlog refinement, user story development, and Joint Application Development (JAD) facilitation.
- Support System Development Life Cycle (SDLC) such as requirements analysis, design, development, testing, implementation, and maintenance, to ensure proper

Deliverables:

- Documented business requirements, functional specifications, and wireframes/process maps.
- Groomed and approved user stories meeting Definition of Ready.
- Requirements Traceability Matrix (RTM).
- Updated program and system documentation reflecting current business rules.

Process Mapping & Operational Improvement

- Draft, model, and document business processes following Business Process Model and Notation (BPMN) standards to ensure clarity, consistency, and alignment with industry best practices.
- Create as is and to be BPMN process diagrams to support MF workflow optimization, MF Tech Solution requirements, and Construction Lending process redesign.
- Ensure BPMN diagrams accurately reflect stakeholder input, system behavior, and operational constraints.
- Collect and analyze program data to identify deficiencies and develop recommendations for process improvement.
- Evaluate new State, Federal, or industry policies to determine operational impacts and communicate changing requirements to management.
- Develop and maintain agencywide procedures using content management systems to ensure consistency.

Deliverables:

- BPMN-compliant “As-Is” process maps for identified workflows.
- BPMN-compliant “To-Be” process maps representing optimized workflows.
- Workflow optimization recommendations report with data analysis findings.
- Updated and standardized agencywide procedures.

System Support & Issue Resolution

- Consult with department managers, technical staff, and system users on planning, development, system testing, user acceptance testing and implementation of IT solutions.

Services for
Business Analysis, System Support & Project Coordination

- Coordinate test script and test case development and participate in system testing to validate user expectations.
- Facilitate issue resolution for system and application problems and provide clear communication through written reports and verbal/visual presentations.

Deliverables:

- Test scripts and test cases aligned with requirements.
- System test results, defect logs, and user acceptance testing summaries.
- Issue resolution documentation including root cause analysis and resolution steps.
- Technical and user-friendly system support reports or presentations.
- Application enhancement or issue communication summaries.

Training, Communication & Stakeholder Support

- Develop user guides, end user training content, and process documentation for new system features or optimized workflows.
- Assist the PMO with communication plans, ensuring clear dissemination of system updates, workflow changes, and project impacts.
- Provide verbal and written presentations to stakeholders summarizing project findings, process improvements, and system enhancements.
- Provide comprehensive knowledge transfer to CalHFA staff to ensure a smooth transition of responsibilities and long-term sustainability of project and system support functions.

Deliverables:

- End-user training materials (guides, quick reference sheets, walkthroughs).
- Updated process documentation and system user instructions.
- Communication plan updates and stakeholder messaging materials.
- Presentation materials summarizing findings, improvements, and system updates.
- Knowledge Transfer Package including documentation, recorded demos, and transition notes.
- Completion of knowledge-transfer sessions with signoff from CalHFA staff.

Project Management Support

- Support project managers with planning activities, milestone tracking, schedule updates, and stakeholder coordination.
- Monitor project progress, identify dependencies, and recommend corrective actions when necessary.

Services for
Business Analysis, System Support & Project Coordination

- Support post-implementation evaluations to ensure project outcomes meet business goals and performance expectations.

Deliverables:

- Stakeholder coordination summaries and communication updates.

Schedule

The consultant is expected to begin work in **August 2026** and continue through **March 31, 2027**. All project activities, deliverables, and knowledge-transfer tasks must be completed within this period. CalHFA will review and sign off on key deliverables and milestones, including (but not limited to) process documentation, system support artifacts, and post-implementation evaluations.

Services for
Business Analysis, System Support & Project Coordination

Proposal Procedures, Content, Format, Criteria, and Award

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 vendor 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 vendors. 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 to require additional information from, any organization prior to its selection.
- Select for contract negotiation the organization(s) that, in the Agency's judgment, will best meet the Agency's needs, regardless of any differences in estimated costs.
- Consider information about an organization in addition to information submitted in or obtained through oral or telephonic interviews.
- Select one or more responding organizations 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.

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.

Authorized Signatories: Vendor personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.

Validity of Proposals: Proposed services and related pricing contained in the proposal must be valid for a period of 60 days after the due date.

Services for
Business Analysis, System Support & Project Coordination

Requirements for Award: A prospective vendor must meet all of the following requirements:

- Have the financial resources adequate to perform the contract or 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.
- 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 service agreement.
- Agency approval of the responses to the Information Security Questionnaire, for solicitations that have a technology component or that the Agency will electronically transmit confidential information or PII.

Execution of Service Agreement: If a Vendor is not able to execute a service agreement 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 service agreement is attached as Exhibit D).

Proposal Content and Format

Proposal must contain the following components:

- **Organizational Structure and Key Details**
 - See Exhibit A "Organizational Structure and Key Details"
 - Answer all questions on the CalHFA's-provided Response Template with your answers to CalHFA's questions. Provide thorough responses with sufficient detail to enable CalHFA to evaluate your understanding of CalHFA requirements.
- **Vendor Qualification Statement**
 - Vendors must address each minimum qualification listed and provide the following:
 - A statement indicating whether Vendor meets the requirement.
 - A concise description of how the requirement is met.

Services for
Business Analysis, System Support & Project Coordination

- Any supporting documentation necessary to verify compliance (e.g. client list, certification, licenses, financial statements, resumes, etc.).

- **Proposal Costs**

Provide responses to all cost-related questions pertaining to proposal cost.

1. What are your fully burdened hourly rates for all personnel who will perform work under this contract?
2. What labor categories will be used for this engagement, and what are the hourly rates for each?
3. How many hours do you estimate will be required to complete the full scope of work?
4. What is your total not-to-exceed cost for the entire engagement?
5. Can you provide a breakdown of costs by major deliverable area (Business Analysis, Process Mapping, System Support, Project Management Support, Training/Knowledge Transfer)?
6. What assumptions have you made that impact your proposed pricing?
7. Can you confirm that your proposed pricing will remain fixed for the duration of the contract?
8. Are there any additional costs or fees (software, tools, materials, etc.) that CalHFA would be responsible for?
9. Will you charge for travel, and if so, what is your travel cost policy?
10. Does your proposed cost include all required knowledge-transfer activities?

- **Small Business and DVBE Participation**

- See Exhibit B "Certified Small Business and DVBE Participation"
- Answer all questions on the CalHFA's-provided Response Template with your answers to CalHFA's questions.

- **Vendor References**

- See Exhibit C "Vendor References"
- Answer all questions on the vendor references exhibit and provide at least three references.

- **Agency's Standard Service Agreement Exceptions, If Applicable**

- See Exhibit D Agency's "Service Agreement"
- For informational purposes, the terms and conditions within are generally non-negotiable.
 - 1) 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.

Vendor Qualifications, Evaluation Criteria, and Award Process

Vendor Qualifications

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

Minimum Qualifications:

- Have at least 5 years of experience conducting the specific type of services required herein and have experience with at least 3 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 on August 3, 2026.
- Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
- Have financial stability and the necessary financial resources to provide the required services.
- Demonstrate the requisite technical proficiency.

Evaluation Criteria

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 betters 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.
- In accordance with the CalHFA's objective of selecting the most qualified consultant at a fair and reasonable cost, a Selection Committee, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms for interviews. The Selection Committee shall rank the vendors based upon the following criteria:
 - Ability to perform the specific tasks outlined in the RFP.
 - Qualifications of specific individuals who will work on the project.
 - Amount of time and involvement of key personnel who will be involved in respective portions of the project.
 - Reasonableness of the fee requested to do the work.
 - Demonstrated record of success on work previously performed.
 - Specific method and techniques to be employed on the project.

Services for
Business Analysis, System Support & Project Coordination

- 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) and Targeted Area Contract Preference Act (TACPA) participation may be taken into consideration as part of CalHFA's overall assessment

Fee/Price Evaluation

Reasonableness of fee requested to do the work, as originally proposed.

Award Process

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. Please provide your responses under each of the number points. Do not omit or

Services for
Business Analysis, System Support & Project Coordination

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.

Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- Your company's full legal name, address, phone, fax, email, website.
- Prior company names (if any) and years in business; mergers, buyouts, etc.
- Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- Names and titles of the principal owner(s).
- Person(s) authorized to make commitments for your company.
- Company history, experience, years in business for current company name.
- Annual company revenues for the last three fiscal years.
- Tax ID number.
- The complete scope of services offered by your company.
- The number of clients (including governmental) served in past and present.
- Special qualifications, training, credentials, recognition, or awards.
- Contracts terminated for cause, pending litigation or legal issues.

Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- Names and titles of key management personnel.
- Team to be assigned for these services.
- Qualifications of specific individuals who will work on the project.
- Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- Current number of employees: full-time and part-time employees.
- Annual turnover rate of staff.
- Names of any subvendor's you propose to use for our contract.
- Facilities that would be utilized to perform the required work.
- Equipment that would be utilized to perform the required work.

Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- Ability to perform specific tasks as outlined in the RFP.
- Reasonableness of your fee to do the work.

Services for
Business Analysis, System Support & Project Coordination

- Current resources to meet or better all task and timeline requirements herein.
- Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- How quickly could you provide additional, extra trained staff if requested by CalHFA for additional work beyond the original scope of services?
- How quickly can you begin providing services if awarded the contract?
- Details of any improvement or upgrades your firm has designed or implemented.

Demonstrated and Technical Experience

Please describe your company's:

- Demonstrated record of success on work previously performed.
- Specific method and techniques to be employed on the project or problem.

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;

- How you will schedule professional and staff to ensure milestones and deadlines are met?
- Provide required response time to the urgent service requests.
- 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.
- 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:

Services for
Business Analysis, System Support & Project Coordination

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:

_____	_____
_____	_____
_____	_____
_____	_____

Services for
Business Analysis, System Support & Project Coordination

**Exhibit B: Certified Small Business (SB) and Disabled Veteran Business
Enterprise (DVBE) Status Form**

Agency RFP #: [Insert RFP Number]
Project Title: [Insert Project Title]
Vendor/Company Name: [Insert Company Name]

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 Certification Eligibility Requirements” below: Fewer than 100 employees, and \$16 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 Process
-

SECTION 2 – Disabled Veteran Business Enterprise (DVBE) Certification

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

- ☐ Yes
- ☐ No
- ☐ Pending Application

Services for
Business Analysis, System Support & Project Coordination

Certification Number:

Expiration Date:

2. If not certified, does your company meet the eligibility criteria to qualify as a DVBE?
(See "DVBE Certification Eligibility Requirements" below: 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 Process

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)

Authorized Signature:

Name:

Title:

Date:

Email:

Phone:

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)	\$19 million (does not apply to manufacturers)*	\$46 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.

* 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.

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.

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



Services for
Business Analysis, System Support & Project Coordination

Exhibit C: Vendor References

(Bidder's Company Name)

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: CalHFA Standard Services 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.

Exhibit D: CalHFA Standard Services Agreement

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 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,

Exhibit D: CalHFA Standard Services Agreement

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."]*

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

Exhibit D: CalHFA Standard Services Agreement

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: ()	
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Exhibit D: CalHFA Standard Services Agreement

	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, Suite 1400, MS 1440 Sacramento, CA 95814 Attention: [Attorney Name] Attorney Tel: (916) 326-84** Fax: (916) 326-6432 Email: <u> @calhfa.ca.gov</u>	<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

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,

Exhibit D: CalHFA Standard Services Agreement

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

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 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

Exhibit D: CalHFA Standard Services Agreement

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.

Exhibit D: CalHFA Standard Services Agreement

- 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

Exhibit D: CalHFA Standard Services Agreement

(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

Exhibit D: CalHFA Standard Services Agreement

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.

Exhibit D: CalHFA Standard Services 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

Exhibit D: CalHFA Standard Services Agreement

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

Exhibit D: CalHFA Standard Services Agreement

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.

Exhibit D: CalHFA Standard Services Agreement

33. Insurance

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 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]

Exhibit D: CalHFA Standard Services Agreement

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