STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch,
651 Bannon Street, Suite 400
Sacramento, CA 95811
www.hcd.ca.gov

INVITATION FOR BID 26-20-002
Title and Escrow Services
ADDENDUM #1 (Rev. 8/13/26)

August 13, 2026

To All Potential Bidders:

This addendum hereby revises IFB# 26-20-002 as follows:

- On page 3, the Schedule of Events has been updated to extend the written Q&A period. The new Deadline to Submit Written Questions is August 28, 2026, and the new Deadline to Post Responses to Written Questions is September 11, 2026. All other dates and times remain the same.

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INVITATION FOR BID (IFB) - ADDENDUM 1 (Rev. 8/13/26)

Notice to Prospective Bidders

26-20-002—Title and Escrow Services

August 5, 2026

The Department of Housing and Community Development (HCD) invites you to review and respond to this Invitation for Bid (IFB) for Title and Escrow Services.

In submitting your Bid, Bidders agree that they have read, understood, and shall comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of your Bid. By submitting a response, Bidders agree to the terms and conditions stated in this IFB and that their Bid covers all labor, materials, tools, and equipment necessary to provide services in accordance with the specifications and provisions received for this IFB and any resulting Agreement. Bidders are responsible for their own costs of responding to this IFB.

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

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 2/2025) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at the following internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. If you do not have Internet access, a hard copy can be provided by contacting the Contract Analyst listed below.

In the opinion of HCD, this IFB is complete. However, if you have questions, or need clarifying information, the contact person for this IFB is:

Abigail Moniz
HCD Contract Analyst
Email: Abigail.Moniz@hcd.ca.gov and ServiceContracts@hcd.ca.gov
Phone: (279) 235-5841 and (916) 776-7747

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Schedule of Events:

All Bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times. If HCD finds it necessary to change any of these dates, it shall be accomplished via an addendum to this IFB. Any dates that follow the final date for Bid submission are only approximate and may be adjusted as conditions indicate without addendum to this IFB.

Event:	Date:	Time (PT):
IFB Available to Prospective Bidders	**08/05/26**	**N/A**
Deadline to Submit Written Questions	~~**08/11/26**~~ **08/28/26**	**5:00 PM**
Deadline to Post Responses to Written Questions	~~**08/18/26**~~ **09/11/26**	**4:00 PM**
Final Date for Bid Submission to rfp.ifb@hcd.ca.gov[1]	**09/25/26**	**2:00 PM**
Public Bid Opening (Virtual)[2]	**09/25/26**	**3:00 PM**
Anticipated Agreement Start Date	**12/01/26**	**N/A**
Proposed Agreement Term	One (1) Year + Two (2) Optional 12-Month Extensions	

[1] Bidders must submit Bids identifying the applicable IFB number by the dates specified in the Schedule of Events and as described below in Section 8 of this IFB, IFB Submission Guidelines. Bids must **ONLY** be submitted to rfp.ifb@hcd.ca.gov, **NOT** the email addresses listed on page one (1) of this solicitation. It is the responsibility of the Bidder to ensure their submission is received by HCD before the deadline. If the Bidder does not receive an email receipt confirmation to their IFB submission within three (3) business hours, the Bidder must call the phone numbers listed on page one (1) of this solicitation.

[2] The IFB Public Bid Opening will be held virtually as specified in the Schedule of Events. To join the IFB Public Bid Opening, please join via Microsoft Teams:

Join the meeting now

Meeting ID: 299 067 072 227 504

Passcode: EY6Dw3a8

1. QUESTIONS AND CLARIFICATIONS REGARDING THE IFB:

Bidders that have questions or require clarifications of the intent and content of this IFB may request clarifications only by submitting questions via electronic mail to: ServiceContracts@hcd.ca.gov and Abigail.Moniz@hcd.ca.gov.

Please reference IFB# 26-20-002 and Title and Escrow Services in the subject line.

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

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

A. Errors and Omissions

1) If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, it is the Bidder's responsibility to immediately notify HCD of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described above, Questions and Clarifications Regarding the IFB.

2) Modifications to the IFB will be made by addenda issued pursuant to the following Section B, Addenda. If a Bidder fails to notify HCD of a known error prior to the final dates of submission, or an error that reasonably should have been known, the Bidder will assume the risk of bidding. If awarded the Agreement, the Bidder will not be entitled to additional compensation or time by reason of the error or its later correction.

B. Addenda

HCD may modify any part of the IFB, prior to the date Bids are due, by issuance of one or more addenda. Addenda will be numbered consecutively and posted to the Cal eProcure website. HCD will not notify potential Bidders of Addenda.

C. Bidder's Costs

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

2. ADMINISTRATIVE INFORMATION

A. Background

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

B. Condition of Award

The awarded Contractor will not be authorized to commence performance of services or delivery of goods described in this Agreement prior to the Effective Date and execution of the Agreement. Any delivery of goods or performance of services by the awarded Contractor that is commenced prior to the Effective Date will be considered gratuitous on the part of the Contractor with no cost or obligation on the part of HCD.

C. No Guarantee of Quantities

The scope and quantities referenced in this IFB are estimated to be the amount needed based on current information available to HCD. HCD is not obligated to contract for or to accept more than the actual requirements needed during the period of this Agreement, as determined by actual needs and availability of appropriated funds. HCD reserves the right to increase or decrease quantities and make adjustments between individual task budgets, as appropriate, at the prices stated in the Agreement resulting from this IFB.

3. PURPOSE, TERM, AND SCOPE OF WORK

A. Purpose

HCD is seeking title and escrow transactional services in order to facilitate assignment and transfer of various local government-held loan portfolios. The awarded Contractor shall provide title and escrow services for up to 375 existing loans affecting approximately 250 individual properties.

B. Agreement Term:

The anticipated term of the Agreement will be 12/1/2026 or upon DGS approval, whichever is later, through 11/30/2027, with the option to extend for two (2) additional twelve (12) month periods at the same terms, conditions, and costs. Any permitted amendment(s) would continue the services outlined in the executed Scope of Work at the same terms and rates. No services will be provided before approval by DGS, or after the termination date. All performance mandated under the Agreement shall be completed on or before the termination date of the Agreement.

C. Scope of Work

Please refer to the Exhibit A, Scope of Work of the Proposed Agreement (Section 17 of this IFB, Exhibit A).

4. BIDDER'S MANDATORY QUALIFICATIONS AND REQUIREMENTS

A. In General

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

The Bidder must demonstrate and meet the following mandatory qualifications. Failure to provide adequate evidence and/or documentation will cause the Bid to be rejected. The documentation provided will be scored on a pass/fail basis. Bids that fail any mandatory qualifications or requirements will be deemed nonresponsive at the discretion of HCD. The award of an Agreement, if it is to be awarded, will be made to the lowest responsive responsible Bidder whose Bid complies with all requirements.

B. Mandatory Qualifications and Experience requirements

The Bidder must demonstrate the following mandatory qualifications. Bidder must provide evidence and/or written documentation of how each mandatory requirement is met as outlined in this section of this IFB. Failure to provide adequate evidence and/or documentation will cause the Bid to be rejected.

1) The Bidder must be a corporation, partnership, or other entity lawfully authorized and qualified to do business in the State of California.

2) The Bidder must be a duly licensed title company, title insurer, or title agency authorized by the California Department of Insurance to issue lender's title insurance policies and provide title services in the locations covered by this Agreement, and authorized by the Department of Financial Protection and Innovation, or exempt from authorization under California Financial Code section 17006 as confirmed by satisfactory supporting documentation, to perform escrow services in the locations covered by this Agreement.

3) The Bidder must be able to provide title and escrow services for properties located in the City of Lindsay, Tulare County.

C. Insurance Requirements- Not required to be submitted with Bid

The awarded Contractor will not commence performance under the Agreement until the Bidder has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Bidder with a Combined Single Limit (CSL) of not less than $100,000 per occurrence. The awarded Contractor will provide written notice to HCD within five (5) business days of any cancellation, non-renewal, or material change that affects the required insurance coverage. The certificate of insurance must include the following provision: "The State of California, HCD, and their officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this Agreement."

5. BID CONTENT

Bids must describe the Bidder's qualifications and expertise in the format outlined in the IFB. A Bid will not be considered complete unless it contains all of the items described below.

A. Attachment 1: Required Attachment Checklist

Complete this checklist to confirm the items submitted in the Bid.

B. Attachment 2: Table of Contents

Properly identify each Bid requirement and the contents therein. Number the pages for all documents.

C. Attachment 3: Cover Letter of Interest

Provide a Cover Letter of Interest, which will be considered an integral part of the Bid and must be signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state the individual is so authorized and must identify the title or position that the individual holds in the Bidder's organization. An unsigned cover letter will cause the Bid to be rejected. The letter must contain all of the following:

1) A statement to the effect that the Bid is a firm and irrevocable offer good through the effective date of the resulting contract.

2) A statement expressing the Bidder's willingness to perform the services as described in this IFB.

3) A statement expressing the Bidder's availability of staff and other required resources for timely performing all services and providing all deliverables as described in this IFB.

4) The principal place of business and the contact person, title, telephone, and email address of a single person for possible contact during this IFB review process.

5) A statement expressing that the Bidder will continue to meet all terms and conditions for operating a business in the city, county, or city and county in which the business is headquartered and all terms and conditions for providing title and escrow services in the locations covered by this Agreement.

6) By signing the cover letter of interest and Bid, the Bidder certifies that the signatory is authorized to bind the Bidder/Standard Agreement, if awarded.

D. Required Attachments

A complete Bid or Bid package must also include the items listed in Section 16 of this IFB, Attachment 1, Required Attachment Checklist below.

6. BIDDER'S COST SHEET

The proposed work is broken down and outlined in the Scope of Work of the proposed Agreement (Section 17 of this IFB, Exhibit A).

A. Complete Bidder's Cost Sheet, (Section 16 of this IFB, Attachment 6), which includes the services that will be required under the proposed Agreement (Section 17 of this IFB).

B. The billable units provided on the Bidder's Cost Sheet will be inclusive of all Bidder's labor, subcontracted work, supplies, travel, and other direct costs.

C. The awarded Bidder from this IFB will be paid no more for any billable unit than the applicable billable unit prices set forth in the Bidder's cost sheet, which will be included in the awarded Agreement. Bidder will only be paid for actual billable units delivered and accepted by HCD.

D. This is a competitive solicitation and HCD encourages all Bidders to submit their **best and final cost** Bid with all applicable documentation.

7. PREFERENCE AND INCENTIVE PROGRAMS

The State established the following preference programs to encourage participation in state contracting by various segments of the business community and to stimulate business and employment in geographic areas determined to be economically distressed. Per SCM Volume 1, Section 8.17 C.6, the combined cost of preferences granted shall not exceed one hundred thousand dollars ($100,000).

A. Small Business Preference

Certified small businesses or microbusinesses (together, "SBs") can claim the 5% Small Business preference when submitting a Bid on a State contract. (SCM Vol. 1, Sec. 8.21.) A non-small business ("NSB") may receive a preference of 5% if the business commits to subcontract at least 25% of its net Bid price with one or more small businesses or microbusinesses, and the preference does not displace an SB as the awarded Bidder. (SCM vol 1, sec. 8.21.A.1.) The 5% preferences are used only for computation purposes, to determine the winning Bidder, and will not alter the amount of the awarded Agreement. The rates and/or billable unit prices under an Agreement awarded on the basis of the SB preference or NSB subcontracting preference will be the actual rates and/or billable unit prices set forth in the Bid, regardless of the adjustments made to calculate the preferences. Information regarding the preference programs may be obtained at https://www.dgs.ca.gov/PD/Resources/SCM/TOC/12/12-04.

Bidders seeking to claim the SB preference must notify HCD in their Bid that they are either: (1) a certified SB; or (2) have submitted a complete application for SB certification to DGS/Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) on or before the Final Date for Bid Submission. (SCM vol. 1, sec. 8.21.B.2; 2 CCR 1896.6.) A Bidder that has applied for SB certification will not be considered for the SB preference unless its SB certification is approved on or before the date on which HCD issues a Notice of Intent to Award the Agreement. (SCM vol. 1, sec. 8.21.B.2.) HCD requests, but does not require, currently certified SBs claiming the SB preference to submit a copy of their active DGS/OSDS SB certification approval with their Bid.

A Bidder seeking to claim the NSB subcontracting preference must identify each SB subcontractor, each subcontractor's SB certification number, the work each subcontractor will perform, the percentage of the Bid price each subcontractor will receive under each subcontract, and all other required information in the Bidder Declaration (Section 16 of this IFB, Attachment 8).

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

	Bidder A	**Bidder B**	**Bidder C**
Bidder Status	NSB	NSB w/ 25%	SB
Preference Applicable?		X	X
Original Bid Price	$450.00	$455.00	$465.00
Apparent Lowest Bid Price	X		
Pref. Amount (5% of Lowest Bid)	$0	-($22.50)	-($22.50)
Revised Bid Price Total	$450.00	$432.50	$442.50
Revised Lowest Bid Price		N/A (NSB subcontracting preference cannot displace SB as awarded Bidder)	X

Explanation of Example:

The Lowest Bid Price was submitted by Bidder A. Bidder A is a responsive, responsible NSB not claiming an SB subcontracting preference. Because Bidder B claims a NSB subcontracting preference and Bidder C claims an SB Preference, each of their Bid Prices is adjusted (reduced) by 5 percent of Bidder A's Bid Price ($22.50). After application of preferences, Bidder B's Revised Bid Price is the lowest. However, Bidder C's Revised Bid Price is the second lowest, so awarding the preference to Bidder B would displace an SB as the awarded Bidder. Therefore, Bidder B is disqualified from receiving the NSB subcontracting preference and Bidder C has the Revised Lowest Bid Price.

B. <u>DVBE Incentive Program</u>

HCD hereby waives the mandatory Disabled Veteran Business Enterprise (DVBE) participation requirement of this IFB.

Bidders who are certified DVBEs or commit to minimum certified DVBE participation of at least one (1) to five (5) percent of the Bid price ("DVBE or DVBE-subcontracting Bidders") may receive a DVBE incentive. (Mil. & Vet. Code, sec. 999.5(a).) Information and mandatory requirements for participation in the DVBE incentive program are included at the following link: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=osds

The DVBE incentive is calculated by taking a percentage of the lowest Bid price submitted by a responsive and responsible Bidder, as provided in the table below. For the limited purpose of determining final rankings, HCD will reduce the Bid price submitted by qualified DVBE or DVBE-subcontracting Bidders by the amount of the Bidder's DVBE incentive. HCD will not apply the incentive if it would cause a small business to be displaced as the awarded Bidder. (2 CCR 1896.99.100(c).)

Confirmed DVBE Participation of:	DVBE Incentive
5% or over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

Disabled Veteran Business Enterprise Incentive Example (Single Award):

	Bidder A	Bidder B	Bidder C
Bidder Status	NSB	NSB w/ 3.5%	DVBE
Incentive Applicable?		X	X
Original Bid Price	$450.00	$455.00	$465.00
Apparent Lowest Bid	X		
Incentive Qualified		3%	5%
Incent. Amount (% of Lowest Bid)	$0	-($13.50)	-($22.50)
Revised Bid Prices Total	$450.00	$441.50	$442.50
Revised Lowest Bid Price		X	

Explanation of Example:

The lowest Original Bid Price is Bidder A, a responsive and responsible NSB not claiming a DVBE subcontracting incentive. Bidder B commits to 3.5 percent DVBE participation, which qualifies Bidder B for a DVBE incentive of three (3) percent. Bidder C is a DVBE, which qualifies Bidder B for a DVBE incentive of five (5) percent. To apply the incentive, three (3) percent of Bidder A's Original Bid Price (3% of $450 = $13.50) is subtracted from Bidder B's

Original Bid Price of $455, resulting in a Revised Bid Price of $441.50. Five (5) percent of Bidder A's Original Bid Price (5% of $465 = $22.50) is subtracted from Bidder C's Original Bid Price, resulting in a Revised Bid Price of $442.50. After applying the incentives, Bidder B's Revised Bid Price is the lowest. Because the second lowest Revised Bid Price was not submitted by an SB, Bidder B's DVBE preference will not displace an SB as the awarded Bidder, and Bidder B will retain its ranking as the Revised Lowest Bidder.

1) The DVBE Program Incentive will be applied during the evaluation process to responsive and responsible Bidders.

   a) Bidder incentive eligibility requirements:

      i. Be a certified DVBE or commit to using one or more certified DVBE(s) for at least one (1) to five (5) percent of the Bid value. Bidders and subcontractors who are not certified may apply to be a DVBE up until 5:00 pm (PST) for paper applications or 11:59 pm (PST) for online applications on or before the Final Date for Bid Submission. (2 CCR 1896.82.) For uncertified DVBEs whose applications are pending as of the submission date of their Bid, the Bid must state that the DVBE certification is pending (2 CCR 1896.82). All DVBE certifications are subject to HCD verification.

      ii. Document DVBE participation on the Bidder Declaration (GSPD-05-105) in Section 16 of this IFB, Attachment 8.

      iii. Complete Disabled Veteran Business Enterprise Declarations (DGS PD 843) in Section 16 of this IFB, Attachment 15 for each DVBE subcontractor.

   b) If requested by HCD during the evaluation process, a non-DVBE Bidder must provide HCD with written confirmation from each DVBE subcontractor identified on the Bidder Declaration GSPD-05-105 and such additional information as HCD may deem necessary to determine eligibility for the DVBE incentive. At HCD's discretion, the written confirmation may be required to include the scope of work for the DVBE subcontract, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. When requested, information must be submitted within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for Bid rejection.

   c) Pursuant to Military and Veterans Code section 999(b)(5)(B), only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work of the proposed Agreement (Section 17 of this IFB, Exhibit A) may qualify the Bidder or be used to qualify the Bidder for a DVBE participation goal and/or DVBE incentive.

2) Locating DVBE Subcontractors

a) State Resources: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov.

b) To begin, click on "Find Public Procurement Information," then click "Search for California Certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)." Search by "Keywords" or "UNSPSC Classifications" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this IFB prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov.

3) DVBE post contract requirements and consequences of non-compliance.

a) If for this Agreement, the Contractor is utilizing a DVBE subcontractor, the Contractor must comply with all post contract requirements and be aware of violations for non-compliance as per (M&VC § 999.5(d), M&VC 999.7, Govt. Code § 14841,PCC § 10115.10, and PCC § 10230.)

b) For more information regarding DVBE post contract requirements and consequences of non-compliance, please visit the DGS website to access a copy of State Contracting Manual Vol. 1, Chapter 8 or use the link provided below.

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/SCM-VI---04-2022-Update/SCM-Volume-1-rev-04-2022---Chapter-8.pdf?la=en&hash=3EB240B852809C54C13808A131C65989D828798F

C. Calculation of Multiple Preferences:

In the event that different Bidders qualify for the SB preference and the DVBE incentive, the SB preference will be calculated first. In circumstances where HCD will award a single Agreement as a result of this IFB, in accordance with Government Code Section 14838(g), the DVBE incentive will not be calculated if, after the application of the SB preference, an SB Bidder is the lowest Bidder, unless one or more of the other Bidders that is eligible for the DVBE incentive is also an SB.

Note: In accordance with Government Code Section 14838(g), in the event of a precise tie between a SB and a disabled veteran-owned SB, the Agreement will be awarded to the disabled veteran-owned SB.

Example of the Calculation of Multiple Preferences:

	Bidder A	Bidder B	Bidder C	Bidder D
Bidder Status	NSB	NSB w/ 25% SB	DVBE	SB
SB Pref. Applicable?		X		X
Original Lowest Bid Price	$450.00	$455.00	$460.00	$465.00
Original Lowest Bidder	X			
SB Pref.	0%	5%	0%	5%
SB Pref. Amt.	$0	-($22.50)	$0	-($22.50)
Revised Bid Price (SB)	$450.00	$432.50	$460.00	$442.50
Revised Lowest Bidder		X		
DVBE Incentive Applicable?			X	
Incentive Amt.			5%	
Dollar Amt. of Incentive	$0	$0	-($21.60)	$0
Revised Bid Price (SB/DVBE)	$450.00	$432.50	$438.40	$442.50
Final Revised Lowest Bidder		N/A (NSB subcontr. preference cannot displace SB as awarded Bidder)	N/A (DVBE incentive cannot displace SB as awarded Bidder)	X

D. Commercially Useful Function (CUF) Disclaimer

Each SB or DVBE Bidder claiming a SB preference or DVBE incentive, and each SB or DVBE subcontractor that a Bidder commits to using in order to claim a preference or incentive, must perform a commercially useful function (CUF). A SB or DVBE performs a CUF when the business meets all of the following criteria:

1) Is responsible for the execution of a distinct element of the work of the Agreement.

2) Carries out its obligation by actually performing, managing, or supervising the work involved.

3) Performs work that is normal for its business services and functions.

4) Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

   a) Agreements resulting from this solicitation shall afterwards be monitored for compliance with CUF for the duration of the Agreement.

   b) If the Contractor is selected after claiming an SB or DVBE preference or incentive for SB or DVBE subcontractor participation, the substitution of a SB or DVBE subcontractor by a non-SB or non-DVBE subcontractor, or a substitution that does not otherwise maintain, at a minimum, the level of SB or DVBE participation stated in the original Bid, will not be allowed absent exceptional circumstances stated in 2 CCR sections 1896.10 or 1896.73, respectively. Substitution of a subcontractor will be considered an administrative change.

E. Target Area Contract Preference Act

This solicitation provides for the optional Target Area Contract Preference Act (TACPA) preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the Bid.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the Bid. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: TACPA | California Dept. of General Services - State of California - Dept. of General Services

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

By submitting TACPA forms, a Bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code section 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form STD 830.

8. IFB SUBMISSION GUIDELINES

A. Bids must provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this IFB. The Bid must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a Bid.

B. All Bids must be submitted electronically via rfp.ifb@hcd.ca.gov to HCD by the date and time shown in the Schedule of Events table on the third page of this IFB. Bids received after the final submission date and time will not be considered.

C. Bid submission inbox rfp.ifb@hcd.ca.gov is only for submitting Bids. Bidders will receive a receipt confirmation from HCD after submission. All inquiries must be submitted to ServiceContracts@hcd.ca.gov and Abigail.Moniz@hcd.ca.gov.

D. It is the responsibility of the Bidder to ensure their Bid is successfully delivered via email by the deadline. HCD is not responsible for any technical delays, file size rejections, or transmission errors on the Bidder's end. The submission time will be based solely on the timestamp recorded when the Bid is received in HCD's email system, not when the Bidder sends the email. Bidders are advised not to wait until the final minutes before the deadline to send the Bid, as transmission delays may occur. Emails sent before the deadline but received after the deadline will be considered late and will not be accepted. For transparency, HCD will respond to all submissions to confirm receipt and share a screenshot from our email system displaying the date and time the Bid was received (Pacific Time).

E. It is the responsibility of the Bidder to use a clear naming convention for all documents.

F. Please note, although HCD has discretion to withhold information from Public Records Act ("PRA") disclosure in certain circumstances, by submitting Bid materials and supporting documentation to HCD, Bidder is consenting to PRA disclosure of any or all information contained in such materials (even if Bidder considers them confidential) at HCD's sole discretion.

G. All documents contained in the Bid package must be signed by an individual who is authorized to bind the Bidder. The signature must indicate the title or position that the individual holds in the Bid. An unsigned Bid may be rejected.

H. If the Bid is made under a fictitious name or business title, the actual legal name of Bidder must be provided.

I. All Bids are required to include the documents identified as required in Section 16 of this IFB, Attachment 1 ("Required Attachment Checklist"). Bids not including the proper "required attachments" will be deemed non-responsive. **A non-responsive Bid is one that does not meet the basic Bid requirements. Bids deemed non-responsive will be rejected.**

J. **A Bid may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. HCD may reject any or all Bids and may waive any immaterial deviation in a Bid. HCD's waiver of immaterial defect will in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the agreement.**

K. A Bidder may modify a Bid, after its submission, by withdrawing its original Bid and resubmitting a new Bid prior to the Bid submission deadline date. Bid modifications offered in any other manner, oral or written, will not be considered.

L. A Bidder may withdraw its Bid by submitting a written withdrawal request to ServiceContracts@hcd.ca.gov and Abigail.Moniz@hcd.ca.gov signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new Bid prior to the Bid submission deadline.

M. HCD may modify this IFB prior to the date fixed for submission of Bids by the issuance of an addendum in the same manner as the original IFB was released. It is the responsibility of the Bidder to ensure that the Bid submission meets all requirements.

N. Bidders are cautioned not to rely on HCD during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.

O. More than one (1) Bid from an individual, Bidder, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has submitted more than one (1) Bid for the work contemplated herein will cause the rejection of all Bids submitted by that Bidder. If there is reason for believing that collusion exists among Bidders, none of the participants in such collusion will be considered.

P. HCD does not accept alternate agreement language from Bidders. A Bid with such language will be considered a counter proposal and will be rejected. The state's General Terms and Conditions (GTC), which may be viewed and downloaded at: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf are not negotiable.

Q. No Bidder-initiated contact will be allowed between Bidders and members of the HCD Evaluation Team, or HCD staff, after issuance of this IFB document, with the exception of the contact person named.

R. No oral/verbal understanding or agreement will be binding on either party.

S. All documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Gov. Code sec. 7920.000 et seq.) and subject to review by the public unless disclosure is otherwise prohibited by law or

HCD, in its sole discretion, determines that nondisclosure is appropriate and legally justifiable. Should a Bidder desire to keep any or all components of their response to this IFB confidential, the Bidder would need to obtain a protective order from a court of competent jurisdiction.

9. BID OPENING

A. The Bid opening is open to the public and will be held via Microsoft Teams as indicated in the Schedule of Events section of this IFB.

B. Anyone who would like to attend the Bid opening must join the virtual meeting invitation as indicated above under the Schedule of Events section of this IFB or as revised through an Addendum.

C. The Bid opening will consist of each Bid received in a timely manner. If submissions were received after the Deadline for Final Bid Submission, the Bids will not be opened. During the Bid opening, HCD will read aloud and record the Bidder's Name and their Total Cost Amount of the Bid onto a Bid Opening Sheet.

10. INITIAL BID EVALUATION (RESPONSIVENESS DETERMINATION)

A. The HCD Evaluation Team will be responsible for the review and evaluation of Bids. The Bid will be reviewed, and the responsive Bidder with the lowest Bid price will be awarded the contract.

B. After Bids are opened, HCD will conduct an Initial Review to evaluate each Bid for completeness, responsiveness, and responsibility on a pass/fail basis. In order to be determined complete and responsive, a Bid must contain all requested information and supporting documentation in the format, and prepared, issued, certified, or signed as required by, Section 4 of this IFB, "Bidder's Mandatory Qualifications and Requirements," Section 8, "IFB Submission Guidelines," and Section 16, Attachment 1, "Required Attachment Checklist." A Bid that is not complete will be deemed nonresponsive. HCD may request supplemental information pursuant to Paragraph C of this Section 10 at any time before, during, or after the Initial Review.

C. HCD, in its sole discretion, may request supplemental information to verify Bid responsiveness or Bidder responsibility; to correct technical or nonsubstantive errors or omissions; to make mathematical corrections to the Bidder's Cost Sheet; or to correct errors or omissions that HCD determines are very unlikely to be intentional or caused by a Bidder's comparative negligence, resource constraints or underallocation of resources, or inattentiveness to IFB requirements. HCD will send Bidders a written request for supplemental information, identify the supplemental information requested, and specify the deadline for its submission. Failure to submit the information or documentation by the date and time indicated may cause HCD to deem the Bid nonresponsive.

D. Bids that contain statements that are false or statements or omissions that, in HCD's judgment, fraudulently support an attribute or condition claimed by the Bidder may be rejected.

E. If a Bid passes Initial Review, HCD will compare it to other responsive Bids in the Final Evaluation.

11. FINAL EVALUATION (COMPARISON AND RANKING OF BID PRICES)

A. In the Final Evaluation, HCD will compare the prices of all Bids that pass the Initial Review under Section 10. The award, if made, will be to the Bidder with the lowest Bid price after application of the Small Business preference, the Non-Small-Business subcontracting preference, the DVBE incentive, and TACPA preferences described in Section 7 of this IFB (together, "preferences") pursuant to State law.

B. In the event of a tie, in accordance with State Contracting Manual Volume 1, Section 5.45, HCD will perform a coin toss. Such event will be observed by witnesses, and the affected Bidders will be invited to view the coin toss in person or remotely.

C. Written or oral Bid evaluation debriefings will not be given to unsuccessful Bidders. All Bids and the final scoring summary sheet are retained by HCD as a permanent record and will be made available for public inspection through the California Public Records Act request process.

D. The policy of HCD is to solicit Bids with a bona fide intention to award an Agreement. This policy will not affect HCD's right to reject any or all Bids or to cancel the IFB at any time.

12. AWARD AND PROTEST

A. The Agreement, if awarded, will be made to the lowest responsive and responsible Bidder with the lowest Bid price, as adjusted during the Final Evaluation Process.

B. Except as provided in this paragraph B, HCD may award the Agreement to the lowest responsive and responsible Bidder immediately without notice to other Bidders or any waiting period. (SCM sec. 5.65.B.3.) If requested by any Bidder on or before the Final Date for Bid Submission, HCD will post a "Notice of Intent to Award" on the "Doing Business with HCD" section of HCD's website (https://www.hcd.ca.gov/about/doing-business-hcd) and in the Southwest Tower lobby at 651 Bannon Street, Sacramento, CA 95811 for five (5) working days before awarding the Agreement. (Pub. Contract Code, sec. 10345(a)(1).) Bidders may request HCD to post a "Notice of Intent to Award" by emailing ServiceContracts@hcd.ca.gov and Abigail.Moniz@hcd.ca.gov. If HCD is not awarding the Agreement to the lowest responsible Bidder, HCD will notify them by email, fax, overnight courier, or personal delivery at least five (5) working days before awarding the Agreement. (Pub. Contract Code, sec. 10345(a).)

C. Award of the Agreement is subject to the review and approval of the Department of General Services ("DGS"). Work may not begin until the Agreement has been approved and executed by DGS.

D. Prior to the award of an Agreement, a Bidder that believes they are the lowest responsible Bidder meeting the specifications for the Agreement may file a bid protest. (SCM sec. 6.02.A.1.) A bid protest may be filed by submitting a bid protest notification to HCD and the DGS Office of Legal Services ("DGS/OLS") at the addresses below. For purposes of determining timeliness, a bid protest is deemed to be filed on the date on which both HCD and DGS/OLS have received notification of the protest.

E. Protest notifications must identify the Department of Housing and Community Development as the Awarding Agency and identify the IFB Number 26-20-002.

F. Protest Notification must be sent to both of the following addresses:

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

Housing and Community Development
Contract Services Section
Attention: Abigail Moniz
651 Bannon St, Suite 400,
Sacramento, CA 95811
ServiceContracts@hcd.ca.gov

G. Protests may be sent to DGS by mail, email, courier, or personal delivery.

H. Protesting Bidders should include their email address if they have one and advise the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.

I. HCD encourages any protest to be submitted electronically via email. If a protesting Bidder prefers to submit a physical copy of the protest, HCD encourages submittal through certified or registered mail.

J. Within five (5) calendar days after filing the initial protest, the protesting Bidder shall file with the DGS, OLS and HCD a detailed written statement specifying the grounds for the protest.

K. At DGS's discretion, HCD may provide a written response to the protest.

L. The Agreement will not be awarded until either the protest has been withdrawn or DGS has decided the matter.

13. TAX DELINQUENCY DISCLAIMER

A. Pursuant to the Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered into in violation of section 10295.4 is void and unenforceable.

B. Prior to executing any state agreement or renewal for non-IT goods or services, HCD shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites. The established lists can be found at:

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

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

14. OTHER CRITERIA

A. Executive Order N-6-22- Russia Sanctions

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

B. Conflict of Interest

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

C. Generative Artificial Intelligence (GENAI)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject Bids that present an unacceptable level of risk to the state.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

D. Follow-On Contracts

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

E. Execution of Contract

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

F. Corporate Qualifications to Do Business in California

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

15. AGREEMENT EXECUTION AND PERFORMANCE

A. Performance shall start after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Should it become necessary, during the course of the resulting Agreement, to modify the terms of the Agreement, these modifications may be made by mutual agreement by the contracting parties through a written amendment to the Agreement. An Agreement amendment will not be effective unless in writing and until fully executed by all parties. **No oral understanding or agreement will be binding on either the Contractor or the HCD unless incorporated through the proper contract process.** HCD reserves the right to amend the Agreement to add term extensions and additional funds according to the needs of the program in accordance with the amendment options in Exhibit A, Scope of Work.

D. DVBE post contract requirements and consequences of non-compliance.

1) If for this contract, the Contractor is utilizing a DVBE subcontractor, the Contractor must comply with all post contract requirements and be aware of violations for non-compliance as per (M&VC § 999.5(d), M&VC § 999.7, Govt. Code § 14841, PCC § 10115.10, and PCC § 10230.

2) For more information regarding DVBE post contract requirements and consequences of non-compliance, please visit the DGS website to access a copy of the State Contracting Manual Vol. 1, Chapter 8 or use the link provided below.https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/SCM-VI---04-2022-Update/SCM-Volume-1-rev-04-2022---Chapter-8.pdf?la=en&hash=3EB240B852809C54C13808A131C65989D828798F

16. REQUIRED ATTACHMENTS

Attachment 1: Required Attachment Checklist

Complete this checklist to confirm the items submitted in the Bid. Check off each item that is included with the response to HCD. For a Bid to be responsive, all required attachments must be returned. This checklist must also be returned with your Bid package.

	Attachment	Name/Description
☐	Attachment 1	Required Attachment Checklist
☐	Attachment 2	Table of Contents
☐	Attachment 3	Signed Cover Letter
☐	Attachment 4	Bid/Bidder Certification Sheet (with original signature)
☐	Attachment 5	Mandatory Qualifications Certification
☐	Attachment 6	Bidder's Cost Sheet
☐	Attachment 7	Target Area Contract Preference Act (TACPA) (STD 830) (if applicable)
☐	Attachment 8	Bidder Declaration (GSPD-05-105)
☐	Attachment 9	Darfur Contracting Act
☐	Attachment 10	California Civil Rights Laws Certification (if $100,000 or more)
☐	Attachment 11	Iran Contracting Act (if $1,000,000 or more)
☐	Attachment 12	Payee Data Record (STD 204)
☐	Attachment 13	Payee Data Record Supplement (STD 205) (Optional)
☐	Attachment 14	Contractor Certification Clauses (CCC 04/2017)
☐	Attachment 15	DVBE Declaration Form (STD. 843) (if applicable)
☐	Attachment 16	Confidentiality Statement

Attachment 2: Table of Contents

Provide a Table of Contents as Attachment 2. Properly identify each Bid requirement and the contents therein. Number the pages for all documents.

Attachment 3: Signed Cover Letter

Provide a Cover Letter of Interest as Attachment 3, which will be considered an integral part of the Bid and must be signed by an individual who is authorized to bind the Bidder contractually. The Cover Letter must state the individual is so authorized and must identify the title or position that the individual holds in the Bidder's firm. An unsigned cover letter will cause the Bid to be rejected.

Attachment 4: Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet must be signed and returned along with all the “required attachments” as an entire package. Instructions for completing the Bid/Bidder Certification Sheet follow.

By signing this certification, the Bidder certifies that:

a. All required attachments are included with this certification sheet.

b. The signature affixed hereon and dated certifies compliance with all the requirements of this Bid document and authorizes the verification of any part of this Bid.

An unsigned Bid/Bidder Certification Sheet may be cause for rejection.

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

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

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

Attachment 5: Mandatory Qualifications Certification

Mandatory Qualifications Certification Bidder certifies that it has the following qualifications:	**Bidder's Response**
The Bidder must be a corporation, partnership, or other entity lawfully authorized and qualified to do business in the State of California.	Do you so certify? Yes No
The Bidder must be a duly licensed title company, title insurer, or title agency authorized by the California Department of Insurance to issue lender's title insurance policies and provide title services in the locations covered by this Agreement, and authorized by the Department of Financial Protection and Innovation, or exempt from authorization under California Financial Code section 17006 as confirmed by satisfactory supporting documentation, to perform escrow services in the locations covered by this Agreement.	Do you so certify? Yes No
The Bidder must be able to provide title and escrow services for properties located in the City of Lindsay, Tulare County.	Do you so certify? Yes No

I, the undersigned, declare that the certifications required above are true and that I am authorized to make such certifications and bind the Bidder contractually.

______________________________ ______________________________
Signature of Declarer Print Name Date Signed

Attachment 6: Bidder's Cost Sheet

Bidder's Name: ____

Except as expressly provided in this Cost Sheet, Bidder must provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the tasks outlined in the Scope of Work of the Proposed Contract (Section 17 of the IFB, Exhibit A), at the rates specified below. Payment for services performed under the resulting Agreement will be for actual deliverables provided. The estimated quantities provided in the table below are for evaluation purposes only. HCD makes no guarantee, express or implied, on the actual quantities that will be requested during the period of this Agreement, and HCD is not obligated to accept or pay for any deliverable that HCD does not request. HCD reserves the right to increase or decrease quantities as may be deemed necessary. A brief description of each product is included in the tables below, but Bidders are advised to reference the Scope of Work for a full description of the work each task will require.

The Bidder is required to provide a cost for each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire Bid. A zero-dollar ($0.00) amount listed for any or all items will be interpreted and understood by HCD to mean that the Bidder indicating a zero-dollar amount will perform any such services, up to and including the quantity indicated, at no cost to HCD. **All rates provided by Bidder in this Cost Sheet will be binding for the term of the Agreement.**

		A	B	C
Task	Description of Deliverables	Rate	Est. Qty	Subtotal
A	Preliminary Reports	$_____ per report	X 250 reports	$
B	Mortgage Note Assignments (including notary acknowledgements)	$_____ per assignment	X 325 assignments	$
C	Deed of Trust Assignments (including notary acknowledgements)	$_____ per assignment	X 325 assignments	$
D	Covenant Assignments (including notary acknowledgements)	$_____ per assignment	X 50 assignments	$
E	104.1 Endorsements	$_____ per endorsement	X 50 endorsements	$
F	American Land Title Association (ALTA) Policies	$_____ per policy	X 225 policies	$
G	Reconveyances and Partial Reconveyances (including notary acknowledgements)	$_____ per reconveyance/ partial reconveyance	X 150 reconveyances /partial reconveyances	$
H	Mobile Notary Visits *	$_____ per visit	X 3 visits	$
I	*Unusual Costs: Unforeseen title and escrow services, as approved in writing by the State, in an amount not to exceed an aggregate cost of:*			*$100,000.00*
			TOTAL CONTRACT COST	$

[*] *The Mobile Notary Visit fee (Line H) covers travel/time only. All notary acknowledgment costs must be included in the unit rates for the document related line items (B, C, D, and G).*

Notes:

A. The State will not pay any costs other than those entered on this cost sheet. No additional fees will be paid, including but not limited to overtime, mailing service fees, service call fees, rapid response charges, travel reimbursements, and gas and fuel surcharges. The Bidder must submit flat costs and rates inclusive of all materials and staffing necessary to complete the assigned task.

B. The State is exempt from recording fees pursuant to Government Code §27383 and exempt from SB2 (Atkins) fees pursuant to Government Code §27388.1. No documentary transfer taxes are to be applied pursuant to Revenue and Taxation Code §11922.

C. HCD reserves the right to request mathematical corrections to the Cost Bid and/or contact the Bidder for clarification purposes.

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

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

Attachment 7-15

These attachments can be accessed via the links included in the Required Attachment Checklist.

Attachment 16: Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company, and its employees, will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to IFB- 26-20-002 or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

________________________________ ____________________
(Signature of representative) (Date)

____
(Typed name of representative)

____
(Typed name of company)

17. PROPOSED CONTRACT WITH SAMPLE EXHIBITS & ATTACHMENTS

Proposed Contract - STD 213 Example

SCO ID:

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
Exhibit D	HCD Additional Terms and Conditions	

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Proposed Contract - Exhibit A: Scope of Work

1. Services and Mission

Contractor Name, (hereafter referred to as the "Contractor"), agrees to provide to the Department of Housing and Community Development (hereafter referred to as "HCD" or "Department") with title and escrow services ("Work") as described herein.

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

2. Location and Hours

The Contractor shall perform all services remotely, except where in-person action is inherently required, such as mobile notary services and the physical recording of documents. Work shall be conducted during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding State-observed holidays. HCD does not anticipate the need for services outside of these hours. However, if after-hours work becomes necessary, after 5:00 PM or before 8:00 AM (PT), any such scheduling will be mutually agreed upon by HCD and the Contractor, and no increase in rates will be permitted for extended hours or days.

3. Term and Commencement of Work

A. The period of performance for the Agreement will be 12/01/2026 or upon DGS approval, whichever is later, through 11/30/2027, with the option to extend for up to two (2) additional twelve (12) month terms at the original rates evaluated and considered. Agreement term shall not exceed a three-year term.

B. The Contractor will not be authorized to deliver or commence the performance of services as described in this Scope of Work (SOW) until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement or after the Agreement end date will be considered voluntary on the part of the Contractor and non-compensable.

C. The Contractor's anticipated level of effort and rendering of services for this Agreement may fluctuate over the Agreement term. The Contractor must apply resources commensurate with the activity level as needed by HCD to meet fluctuating demands.

4. The Agreement Representatives

Department of Housing and Community Development	Contractor Name: TBD
Section/Unit:	*Contractor Representative:
*Contract Manager & Classification title:	Contractor Title:
Address:	Address:
Phone No.:	Phone No.:
Email:	Email:

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

5. Specifications and Detailed Description of Work

HCD is seeking title and escrow transactional services to facilitate assignment and transfer of various local government-held loan portfolios. The Contractor shall provide title and escrow services for up to 375 existing loans affecting approximately 250 individual properties.

A. Preliminary Reports

1) Contractor shall prepare a Preliminary Report for each property identified by HCD.

2) Reports shall be in PDF format with document hyperlinks which contain the current Vesting Deed(s), including the original Vesting Deed(s) if different than the current Vesting Deed(s), all embedded documents in Vesting Deed(s), all embedded documents in legal descriptions, and all title exceptions and embedded documents within the title exceptions. If a hyperlinked access format is not available, the Contractor shall provide PDF copies of all the aforementioned.

3) Reports shall be emailed to HCD on a flow basis pursuant to the following schedule: Contractor shall provide 100 Preliminary Reports within two (2) weeks of contract execution, an additional 100 Preliminary Reports within six (6) weeks of contract execution, and the remainder of the Preliminary Reports within ten (10) weeks of contract execution.

4) Reports shall be updated on an as-needed basis during the loan assignment due-diligence period, as determined by the HCD Contract Manager or Project

Representative. The Contractor's rate per Preliminary Report shall include the cost of all such updates.

B. Mortgage Note Assignments

1) Using Mortgage Note Assignment documents prepared by HCD, the Contractor shall secure required signatures and notary acknowledgements and record each document with the Tulare County Official Records. (Notary acknowledgement shall be included with the unit rate per Mortgage Note Assignment and shall not be billed separately.)

2) Within five (5) business days of recordation, the Contractor shall deliver the recorded document to HCD, consisting of one (1) conforming PDF copy via email, and the original recorded instrument via mail.

3) Mortgage Note Assignment documents will follow the template included as Exhibit A, Attachment 1, "Sample HCD Assignment."

C. Deed of Trust Assignments

1) Using Deed of Trust Assignment documents prepared by HCD, the Contractor shall secure the required signatures and notary acknowledgements and record each document with the Tulare County Official Records. (Notary acknowledgement shall be included with the unit rate per Deed of Trust Assignment and shall not be billed separately.)

2) Within five (5) business days of recordation, the Contractor shall deliver the recorded document to HCD, consisting of one (1) conforming PDF copy via email, and the original recorded instrument via mail.

3) Deed of Trust Assignment documents will follow the template included as Exhibit A, Attachment 2, "Sample HCD Assignment Of Deed Of Trust."

D. Covenant Assignments

1) Using Covenant Assignment documents prepared by HCD, the Contractor shall secure required signatures and notary acknowledgements and record each document with the Tulare County Official Records. (Notary acknowledgement shall be included with the unit rate per Covenant Assignment and shall not be billed separately.)

2) Within five (5) business days of recordation, the Contractor shall deliver the recorded document to HCD, consisting of one (1) conforming PDF copy via email, and the original recorded instrument via mail.

3) Covenant Assignment documents will follow the template included as Exhibit A, Attachment 3, "Sample HCD Assignment of Loan Agreement."

E. 104.1 Endorsements

For each loan for which the Contractor was also the original title insurer, the Contractor shall:

1) Issue a 104.1 endorsement to the applicable American Land Title Association (ALTA) lender's title insurance policy.

2) Mail the signed original endorsement to HCD upon issuance.

F. ALTA Lender's Title Insurance Policies

For each loan for which the Contractor was not the original title insurer, the Contractor shall:

1) Issue an ALTA lender's title insurance policy naming HCD as the insured.

2) Ensure that the policy insures the original mortgage note amount and is effective as of the original deed of trust recordation date.

3) Mail the signed original policy to HCD upon issuance.

E. Reconveyances and Partial Reconveyances

1) As needed and directed by the HCD Contract Manager or Project Representative, the Contractor shall perform title and escrow services for Reconveyances and Partial Reconveyances. These actions may be required for up to ten percent (10%) of all transactions.

2) All reconveyance and partial reconveyance documents will be prepared and provided to the Contractor by HCD.

3) The Contractor shall obtain required signatures and have the document notarized and recorded in the Official Records of Tulare County. (Notary acknowledgement shall be included with the unit rate per Reconveyance or Partial Reconveyance and shall not be billed separately.)

4) Within five (5) business days of recordation, the Contractor shall deliver the recorded document to HCD, consisting of one (1) conforming PDF copy via email, and the original recorded instrument via mail.

F. Mobile Notary Visits

1) The Contractor shall provide up to three (3) mobile notary visits to the City of Lindsay for notary acknowledgement of documents requiring original signatures.

2) Multiple assignment documents may require notary acknowledgements during each mobile notary visit. The rate for Mobile Notary Visits applies on a per-trip basis only and does not include the cost of individual notary

acknowledgements. The Contractor shall include the cost of the notary acknowledgement with the rate per task for the document being notarized.

6. HCD Responsibilities

A. HCD shall prepare all assignment-related documents, including Mortgage Note Assignments, Deed of Trust Assignments, Covenant Assignments, reconveyances and partial reconveyances and provide them to the Contractor electronically in Word format.

B. HCD shall issue any needed escrow instructions to the Contractor.

C. HCD shall maintain the email accounts used for communication, transmission of deliverables, and coordination of work under this Agreement.

7. Amendments

A. As mutually agreed upon, the parties may amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work and upon approval by DGS where applicable.

B. Any amendment will also be subject to DGS/OLS approval unless it only extends the original time for completion of performance of the Agreement for a period of one year or less. A contract may be amended only once under this exemption.

C. As mutually agreed upon, the parties may amend this Agreement to add additional funds for the same services at the same or lower rates than originally evaluated and considered.

D. All Amendments will be completed utilizing the STD 213A and replacing applicable exhibits in their entirety.

Proposed Contract - Exhibit A, Attachment 1

Sample HCD Assignment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

California Department of
Housing and Community Development
Legal Affairs Division
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: LAD Coordinator

A.P.N. *(Space Above for Recorder's Use)*

ASSIGNMENT

This ASSIGNMENT (this "Assignment"), is made and entered into by and between the CITY OF LINDSAY, a municipal corporation ("Assignor"), and the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a public agency of the State of California ("Department") (collectively, each a "Party"; together, the "Parties"), effective____________, 2021 (the "Effective Date"), with reference to the following facts:

Recitals

A. Assignor is the beneficiary under that certain Deed of Trust executed by _______________________(the "Trustor"), to________________________(as "Trustee"), recorded on___________________, as Instrument No.__________________, in the Official Records Tulare County, California (the "Deed of Trust");

B. Under circumstances further described therein, the Parties have entered into that certain Settlement Agreement and Release, dated September 8, 2020 (the "Settlement Agreement"), and that certain Transfer and Acceptance Agreement, dated______________, 2021 (the "Transfer Agreement") (the Settlement Agreement and the Transfer Agreement, collectively, the "Covenant");

C. By virtue of that certain Allonge Indorsement of Promissory Note dated __________ ___, 2021 , and in order to effectuate a portion of the Covenant, Assignor has assigned all of its right, title, and interests in and to that certain Promissory Note secured by the Deed of Trust to the Department, and;

D. Assignor now desires to transfer, convey, and assign all of its right, title, and interest in and to the Deed of Trust to the Department, and the Department desires to accept such assignment, all in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Agreement

1. Assignment. Assignor hereby assigns and transfers to the Department all of its right, title and interest in, to and under the Deed of Trust. Notwithstanding the forgoing, Assignor shall continue to be liable for any and all claims, liabilities, damages, and/or demands related to the Deed of Trust up to and through the Effective Date; Assignor hereby agrees to indemnify, defend, and hold harmless the Department from and against any such claims, liabilities, damages, and/or demands, and in no event or circumstance shall the Department have any obligation or liability with respect thereto.

2. Acceptance. The Department hereby accepts such assignment by Assignor and agrees to be bound by the terms of the Deed of Trust to the extent, and only to the extent, that any obligations thereunder: (i) first arise after the Effective Date, and (ii) the same do not, relate, in whole or in part, to any act, omission, default or other event arising or occurring prior to the Effective Date or to any conduct of Assignor.

3. Generally. The rights of the Department resulting from this Assignment shall be in addition to, and shall not replace, limit, amend or otherwise affect, any independent rights the Department may already have under or with respect to the Deed of Trust, any and all of which existing rights shall continue in full force and effect.

4. Cooperation/Additional Documents. The Parties agree to cooperate with one another in connection with this Assignment, including executing such further documents as may be reasonably necessary to further evidence or effectuate the intent hereof, whether prior to or after the recordation of this Assignment.

5. General Provisions.

(a) Attorneys' Fees. In the event of any legal action or proceeding between the Parties arising out of the enforcement or interpretation of this Assignment, the prevailing Partyshall be entitled to reasonable attorneys' fees and court costs as determined by the court.

(b) Authority. Each Party represents and warrants that it has full power and authority to execute and deliver this Assignment and to fully perform its obligations hereunder pursuant to its governing instruments and applicable law, without the need for any further action, and that the person(s) executing this Assignment on behalf of such Party are duly designated officers or agents and are authorized to do so.

(c) Counterparts. This Assignment may be executed in one or more identical counterparts, and any signatures transmitted by fax or other electronic means shall be deemed original signatures and shall bind the applicable signatory.

(d) Governing Law. This Assignment shall be governed, construed and enforced in accordance with the internal laws of the State of California.

(e) Construction. This Assignment shall be construed as a whole, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of this Assignment to which they pertain. Each Party hereto acknowledges and agrees that each has had independent legal counsel of their own choosing fully review and participate in the drafting of this Assignment, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party, including without limitation California Civil Code §1654.

(f) Successors. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, heirs, successors and assigns.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date first above written.

Assignor:	Department:
CITY OF LINDSAY, a municipal corporation	**CALIFORNIA DEPARMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a public agency of the State of California
By: ______________________ City Manager	By: ______________________ Section Chief

Proposed Contract - Exhibit A, Attachment 2

Sample HCD Assignment Of Deed Of Trust

RECORDING REQUESTED BY |
AND WHEN RECORDED MAIL TO |
|
California Department of |
Housing and Community Development |Legal
Affairs Division |
P.O. Box 952052 |
Sacramento, CA 94252-2052 |
Attention: LAD Coordinator |

ASSIGNMENT OF DEED OF TRUST

A.P.N.

FOR VALUE RECEIVED, the undersigned, in its capacity as the beneficiary thereunder, hereby grants, assigns, and transfers to the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a public agency of the State of California, all of its rights, titles, and interests under that certain Deed of Trust dated___________(the "Deed of Trust"), executed by___________________(the "Trustor"), to________________(as "Trustee"), recorded on ___________ , as Instrument No._______________, in the Official Records Tulare County, California, AS DESCRIBED IN SAID DEED OF TRUST, TOGETHER with the note or notes secured by said Deed of Trust, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated________, 202

CITY OF LINDSAY,
a municipal corporation

By:______________________________________
Name:
Title: City Manager

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _______________

On________________before me,______________________________(insert name and title of the officer), personally appeared______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the withininstrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that theforegoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________. (Seal)

Proposed Contract - Exhibit A, Attachment 3

Sample HCD Assignment Of Loan Agreement

This Assignment of Loan Agreement (this "Assignment"), is made and entered into on _____________, 202 (the "Effective Date"), by and between the CITY OF LINDSAY, a municipal corporation (the "Assignor"), and the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a public agency of the State of California (the "Department") (collectively, Assignor and the Department, each a "Party"; together, the "Parties"), with reference to the following facts:

Recitals

A. Assignor is the lender of that certain loan in the amount of $____________(the "Loan") to____(the "Borrower");

B. The Loan is evidenced by the following documents: (i) that certain Loan Agreement dated________(the "Loan Agreement"); (ii) that certain Promissory Note dated _______________, in the original principal amount of $__________________(the "Promissory Note"), and; (iii) that certain Deed of Trust recorded as Instrument No.________________in the Official Records of Tulare County, California, on________________(the "Deed of Trust") (the Loan Agreement, Promissory Note, and Deed of Trust, collectively, each a "Loan Document"; together, the "Loan Documents");

B. Under circumstances further described therein, the Parties have entered into that certain Settlement Agreement and Release, dated September 8, 2020 (the "Settlement Agreement"), and that certain Transfer and Acceptance Agreement, dated_____________, 202___ (the "Transfer Agreement") (the Settlement Agreement and the Transfer Agreement, collectively, the "Covenant"), and;

C. Pursuant to the Covenant, Assignor desires to negotiate and indorse the Promissory Note over to the Department and to otherwise transfer and assign all of the other Loan Documents, and all of Assignor's right, title and interests therein, to the Department, and the Department desires accept the same, all in accordance with the terms hereof. (the "Transfer Agreement").

NOW, THEREFORE, in consideration of the foregoing promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Agreement

1. Assignment. Assignor hereby assigns and transfers to the Department all of its right, title and interest in, to and under the Loan Agreement, to the Department. In connection with this Assignment, Assignor hereby remakes and reaffirms all of its representations, warranties, covenants, and other undertakings made or undertaken by it pursuant to the terms of the Covenant, all of which are hereby incorporated herein in full by reference. Notwithstanding the forgoing, Assignor shall continue to be liable for any and all claims, liabilities, damages, and/or demands related to the Loan Agreement and the other Loan Documents up to and through the Effective Date; Assignor hereby agrees to indemnify, defend, and hold harmless the Department from and against any such claims, liabilities, damages, and/or demands, and in no event or

circumstance shall the Department have any obligation or liability with respect thereto.

2. Acceptance. The Department hereby accepts such assignment by Assignor and agrees to be bound by the obligations, if any, of the lender under the Loan Agreement to the extent, and only to the extent, that any obligations thereunder: (i) first arise after the Effective Date, and (ii) the same do not, relate, in whole or in part, to any act, omission, default or other event arising or occurring prior to the Effective Date or to any conduct of Assignor.

3. Generally. The rights of the Department resulting from this Assignment shall be in addition to, and shall not replace, limit, amend or otherwise affect, any independent rights the Department may already have under or with respect to the Loan or the Loan Documents, any and all of which existing rights shall continue in full force and effect.

4. Cooperation/Additional Documents. The Parties agree to cooperate with one another in connection with this Assignment, including executing such further documents as may be reasonably necessary to further evidence or effectuate the intent hereof.

5. General Provisions.

(a) Attorneys' Fees. In the event of any legal action or proceeding between the Parties arising out of the enforcement or interpretation of this Assignment, the prevailing Partyshall be entitled to reasonable attorneys' fees and court costs as determined by the court.

(b) Authority. Each Party represents and warrants that it has full power and authority to execute and deliver this Assignment and to fully perform its obligations hereunder pursuant to its governing instruments and applicable law, without the need for any further action, and that the person(s) executing this Assignment on behalf of such Party are duly designated officers or agents and are authorized to do so.

(c) Counterparts. This Assignment may be executed in one or more identical counterparts, and any signatures transmitted by fax or other electronic means shall be deemed original signatures and shall bind the applicable signatory.

(d) Governing Law. This Assignment shall be governed, construed and enforced in accordance with the internal laws of the State of California.

(e) Construction. This Assignment shall be construed as a whole, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Assignment to which they pertain. Each Party hereto acknowledges and agrees that each has had independent legal counsel of their own choosing fully review and participate in the drafting of this Assignment, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party, including without limitation California Civil Code §1654.

(f) Notices. Any notice required or desired to be given by any Party hereto to the other party pursuant to or with respect to this Assignment shall be in writing and shall be given or made pursuant to the terms of the Transfer Agreement.

(g) Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date first above written.

Assignor:

CITY OF LINDSAY,
a municipal corporation

By:___________________________________
Name:
Title: City Manager

Department:

CALIFORNIA DEPARMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
a public agency of the State of California

By:___________________________________
Name: Cari Scott
Title: Section Chief

Proposed Contract - Exhibit B: Budget Detail and Payment Provisions

1. Agreement Amount

   The total amount of this Agreement must not exceed $ TBD.

2. Budget Detail

   The awarded Bidder's Cost Sheet Bid information will be inserted here.

3. Unusual Costs

   A. "Unusual Costs" means unforeseeable tasks that are not included among the fixed-price deliverables listed in the Cost Sheet and Scope of Work. Tasks billed under this section must be approved in advance and in writing by the HCD Contract Manager.

   B. Rates or additional payments for services or deliverables under this section will be reasonably commensurate with the additional costs incurred and additional responsibilities assumed and will not exceed rates in Contractor's schedule of fees and charges.

   C. Contractor must contact HCD in advance in writing identifying the issue(s) and why they are exceptional and unforeseeable, describing the escrow or title task, and providing the cost of performing the task, in such detail as HCD may require. HCD will either approve the unforeseen cost in writing or provide other written direction.

4. Invoicing and Payment

   A. Contractor must invoice on a per-task basis, with the total of all invoices not to exceed the amount shown in Section 2, Budget Detail of this Exhibit.

   B. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.

   C. Invoices must include this Agreement number, a Purchase Order number, a description of services completed, and dates services were completed. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.

   D. Invoices must be submitted, not more frequently than monthly, in arrears, to:

Department of Housing and Community Development
Accounting Division
Accounts.Payable@hcd.ca.gov
651 Bannon Street, Suite 400

Sacramento, CA 95811
(916) 263-6612

5. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD or offer an agreement amendment to Contractor to reflect the reduced amount.

6. Prompt Payment Clause

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

7. Deadline for Submission and Payment of Final Invoice

   A. No later than ninety (90) calendar days after the last day of the Agreement term, Contractor will deliver a properly completed final invoice ("Final Invoice") to HCD in such form, containing such information, and accompanied by such supporting documentation as HCD may require.

   B. The Final Invoice will be clearly marked "Final Invoice." Contractor will maintain, and provide the Contract Manager upon request, a dated return receipt, tracking information, or written confirmation of receipt from an HCD employee as proof of timely delivery.

   C. The Final Invoice will contain all of HCD's payment obligations under this Agreement that are not included in previous invoices accepted by HCD, received by HCD and pending acceptance, or disputed and pending resolution under Section 21 of Exhibit D ("Disputes").

   D. Except as provided in paragraph F, payment of the Final Invoice will be full and final satisfaction of all of HCD's undisputed payment obligations under this Agreement.

   E. Except as provided in paragraph F, Contractor waives the right to receive any payment under this Agreement that is either:

      1) Requested after the Final Invoice deadline in paragraph A.

2) Requested for a deliverable that HCD receives after termination of the Agreement.

This section will apply except to the extent expressly otherwise provided in this Agreement, agreed to in writing by the Contract Manager upon a determination of good cause, or otherwise required by law.

Proposed Contract - Exhibit C: General Terms and Conditions

The State of California General Terms and Conditions will be incorporated by reference to the following link: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf

Proposed Contract - Exhibit D: HCD Additional Terms and Conditions

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 02/2025) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the General Terms and Conditions (GTC - 02/2025)

2. Publications and Reports

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

1) Incorporate any comments or revisions required by HCD into any publication or report and shall not publish any material until it receives final written HCD approval from the Contract Manager.

2) Furnish one copy of each publication and report required plus one reproducible original. Any publication or report produced in PDF must be supplied to HCD in an unlocked, Word or Excel format.

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

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

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

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

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

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

3. Progress Reports

[Inapplicable]

4. Presentation

[Inapplicable]

5. Report Delivery

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.4.

6. HCD Staff

[Inapplicable]

7. Confidentiality of Data and Documents

A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.

B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.

C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.

D. [Inapplicable]

E. [Inapplicable]

F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

Legal Notice

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

8. Provisions Relating to Data

A. “Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.

B. “Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

C. “Generated data” is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at HCD’s expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

D. “Deliverable data” is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.

E. “Generated data” shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.

F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor’s own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.

G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

9. Amendments

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

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

10. Approval of Product

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

11. Substitutions

[Inapplicable]

12. Waiver

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

13. Agreement is Complete

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

14. Captions

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

15. Public Hearings

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

16. Force Majeure

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

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

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

17. Permits and Licenses

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

18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-02/2025) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor's expense, information, and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization, or assistance, shall not relieve the Contractor of its indemnification obligations.

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

19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than $100,000 per occurrence and the following:

1) Commercial General Liability: $100,000 per occurrence bodily injury, property damage and products and completed operations, $2M general aggregate.

The certificate holder should be:

California Department of Housing and Community Development
651 Bannon Street Suite 400
Sacramento, CA 95811

2) Description of Operations should read:

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

3) The Contractor shall provide written notice to HCD within two (2) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

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

20. Severability

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

21. Disputes

A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive, and binding on both parties.

B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.

C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

22. Suspension or Termination

A. Suspension of Work:

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

B. Termination at Option of State:

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

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

C. Termination for Default:

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

D. Termination Due to Bankruptcy:

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

E. Convenience:

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

F. Cumulative Remedies:

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

G. Completion:

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

H. Threats to HCD employee(s):

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

23. Public Contract Code

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

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

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

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

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

26. Potential Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between HCD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to HCD for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

B. No work shall be subcontracted without the prior written approval of HCD. Upon the termination of any subcontract, HCD shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.

C. Contractor's obligation to pay its subcontractors is an independent obligation from HCD's obligation to make payments to the Contractor. As a result, HCD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement.

Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

D. When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the “total” price of this Agreement.

E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of this Agreement. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

27. Disabled Veteran Business Enterprises (DVBEs)

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

A. Contractor must comply with all rules, regulations, ordinances, and statutes that apply to the California DVBE Program established in Military and Veterans Code Section 999, including, but not limited to, the requirements of Military and Veterans Code Section 999.5(d).

B. Per Military and Veterans Code Section 999.5(g), Contractor must use the DVBE subcontractors and suppliers proposed in the accepted Bid or offer unless (1) a substitution is requested in writing and (2) before commencing work under this Agreement, the proposed replacement is approved by HCD and the Department of General Services. Absent exceptional circumstances, a DVBE subcontractor or supplier may only be replaced by another DVBE subcontractor or supplier. (Cal. Code Regs., Tit. 2, § 1896.73.) All changes to the amount or scope of work under this Agreement that will impact the comparative percentage of individual or overall DVBE participation must be authorized by an amendment to this Agreement.

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

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

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

D. If a request for proof of payment or notice to cure under paragraph (C) is only sent by a method other than email, facsimile, or same day delivery, Contractor shall have the additional time to comply specified for the comparable delivery service in Code of Civil Procedure Section 1013.

E. The terms and conditions of this section supplement, and are not supplanted by, the terms and conditions relating to DVBE participation requirements in the State of California General Terms and Conditions (GTC – 02/2025).

28. <u>Conflict of Interest Clause</u>

A. <u>Purpose</u>

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

B. <u>Conflicts of Interest</u>

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

1) No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in

any manner or degree with the performance of Contractor's obligations under this Agreement.

2) Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.

3) Notice of Conflict. If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.

4) Termination for Material Conflict. If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

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

A. Contractor, by signature hereto, certifies that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which, among other things, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

B. Contractor is responsible for ensuring all products and services provided to HCD pursuant to this Agreement, including hosting services for electronic content, meet the accessibility requirements of the refreshed Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and all the applicable provisions of the Information and Communication Technology (ICT) Standards and Guidelines. These standards incorporate by reference all of the requirements of Web Content Accessibility Guidelines 2.0 AA success criteria. HCD reserves the right to ask for proof of conformance or to perform testing on any solution to verify conformance.

C. Contractor shall ensure that all deliverables provided by Contractor pursuant to this Agreement that will be posted to HCD's website or will be viewed and/or utilized by persons either within or outside HCD, comply with all of the laws, standards and guidelines referenced in the preceding paragraph. In the event any deliverables provided by Contractor under this Agreement require remediation in order to comply with all of the laws, standards and guidelines referenced in the preceding paragraph, all costs for such remediation shall be borne by Contractor.

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

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

31. Background Checks for Access to Sensitive Information (H&S Code, § 50405.5)

A. Contractor certifies that none of Contractor's employees, contractors, agents, subcontractors (together, "personnel"), or substitute personnel will receive or otherwise have access to any non-anonymized confidential information, personally identifiable information, personal health information, or financial information owned, controlled, or provided by HCD, or generated or delivered to HCD in the performance of this Agreement (together, "sensitive information"), until Contractor:

1) Performs a criminal background check as specified in paragraph (B).

2) Reviews the criminal background check and determines that granting the personnel access to sensitive information will not pose a threat to the public interest or integrity or effectiveness of HCD's mission.

B. Contractor will perform one of the following federal and state criminal background checks on personnel who will have access to sensitive information:

1) A live scan criminal background check through an approved live scan fingerprinting service provider that includes summary criminal history information from the Federal Bureau of Investigation and California Department of Justice.

2) In limited circumstances, if personnel are unable to timely access a live scan facility or mobile live scan provider, HCD may, in its sole discretion, authorize Contractor to perform a criminal background check via submission of two (2) FD-258, Applicant Cards (Hard Cards).

C. Background check records will be maintained by the Contractor in accordance with Exhibit C, General Terms and Conditions, Section 4, "Audit" and are subject to audit by HCD. When requested by HCD, background check records will be furnished by the Contractor within twenty-four (24) hours. Contractor will provide any additional detail about a background check that HCD deems necessary.

D. HCD may, in its sole discretion, revoke or deny clearance for any of Contractor's personnel to review sensitive information.

E. Contractor will bear all fees and costs associated with obtaining and maintaining clearance for any individual required to undergo a criminal background check under this section.

F. Failure to comply with this section is grounds for contract termination.

G. The requirements of this section apply to any services contract, interagency agreement, or public entity agreement entered into, amended, or renewed on or after January 1, 2024.

Proposed Contract - Exhibit E: Administrative Changes

Contract Number: 26-20-002 Vendor Name: TBD	Type of Change: Choose an item.
Proposed Effective Date of Change:Click or tap to enter a date. or upon approval by the California Department of Housing and Community Development, whichever occurs later.	
Reason for Change (if change will increase the rate of expenditure of Agreement funding, explain why the higher rate of expenditure is appropriate for project needs):	
Description of Change (for personnel changes, include qualifications and experience of personnel being replaced or supplemented vs. new personnel):	
Proposed Personnel Classification (personnel changes- must be equal or better than classification of personnel being replaced or supplemented):	Proposed Hourly Rate (personnel changes- must be less than or equal to current rate of personnel being replaced or supplemented):

For Key Personnel Changes, is/are resume(s) attached? **Yes ☐ No ☐**	
Approval:	
By signing below, Contractor confirms that the changes identified above are in accordance with the terms and conditions of the Agreement and consistent with Contractor's accepted Bid or offer. In the case of a personnel change, Contractor's signature also confirms that the proposed staff meets the personnel classification requirements and mandatory qualifications and experience listed in the Scope of Work (SOW).	
Contractor (Print Name/Title & Sign) / Date	HCD Contract Manager (Print Name & Sign) / Date