

Request for Proposal

Financial Analysis Services

Orange | Housing
County | Finance
Trust

1 League #62335

Irvine, CA 92602

(909) 706-7193

Key RFP Dates

Issue Date: February 7, 2023

Proposal Submittal Deadline: February 24, 2023

The Orange County Housing Finance Trust (“OCHFT” or “Trust”) is issuing this Request for Proposal for Financial Analysis Services to engage the services of an individual or firm (Consultant) to assist the Trust in analyzing the financial projections submitted by affordable housing developers in response to the Trust’s Affordable Housing Notice of Funding Availability (NOFA). This RFP is not a solicitation for employment or posting of a job opening with the Trust.

OCHFT Background

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 26 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,396 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2029.

During its first three years of operation, the Trust has awarded over \$28.4 million to 16 affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

Scope of Services

Consultant shall provide services and advice to the Trust’s Board of Directors and staff, and be informed about the Trust’s mission, finances, operations, history, and accomplishments. As mentioned above, the Trust issues a NOFA each year for gap funding for affordable housing developments in Orange County. Historically, the Trust has made approximately \$10 million available each year, however, it has approximately \$18 million available in 2023 due to additional sources of funding (see OCHFT funding tables at <https://ochft.org/developments>).

Over the past three years, the Trust has issued four NOFAs and received 20 applications for funding. It is anticipated that the Trust will continue to receive between approximately four and eight applications per NOFA on average, and that the Trust will issue one NOFA per year.

The Trust awards funding to developers that use Low Income Housing Tax Credits, tax-exempt bonds, and other sources of government and conventional financing for the development of affordable housing.

The Trust is seeking a three-year contract for expert analysis on the financial feasibility of the projects for which developers are seeking funding from the Trust. As more precisely detailed below, Consultant shall review applications to the Trust’s NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting (see OCHFT 2023 NOFA documents at <https://ochft.org/2023-notice-of-funding-availability>).

- Review final NOFA document including threshold requirements, scoring, and application requirements.
- Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.
- Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions
- Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- Attend and participate on the Trust Review Committee in April of each year to provide application findings and help determine staff recommendation for project funding.
- Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

Note: The developers company financial statements will be reviewed separately by the County Auditor and a summary will be provided to the Review Committee.

Preparation of Proposals

Proposals shall be accepted via email only to ghenninger@ochft.org no later than February 24, 2023, at 5:00 PM. Proposals should be sent as a single PDF file. Do not send hard-copy of proposal.

Q&A will be posted on the Trust's website no later than February 17, 2023: www.ochft.org.

The proposal shall include the following information:

- 1) Cover Letter/Letter of Transmittal. The proposer shall provide a Cover Letter/Letter of Transmittal addressed to Adam Eliason, Manager, Orange County Housing Finance Trust.
- 2) Contact Person. The proposer shall provide the name and title, address, telephone number, and e-mail address of the contact person for the proposal evaluation period.
- 3) Validity Period. The proposer shall specify a proposal validity period of no less than 120 days from the Proposal Submittal Deadline.

- 4) Subcontractors. The proposer shall designate each entity that is proposed to perform work or render services pursuant to a subcontract, detailing the extent of subcontracting contemplated. Information regarding suppliers is required only if the supply subcontract is anticipated to have a value exceeding 10% of the proposed value of the prime contract.
- 5) Conflicts of Interest. The proposer shall provide a completed Attachment 3, *Conflict-of-Interest Disclosure Statement*.

The following provides guidelines for the format and content of the proposal and the approach to be used in its development and presentation. The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the Trust's requirements and its approach to successfully provide the services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal (e.g., brochures, marketing material, etc.) will not be considered in the evaluation.

Proposer must provide the following minimum requirements:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Describe how the firm proposes to staff this contract. Provide education, experience and applicable professional credentials of project staff. Identify the principals who will be engaged in the day-to-day activities for the Trust, their current assignments, level of commitment to those assignments, availability for this assignment, and how long each person has been with the firm. Furnish brief resumes (not more than two pages each) for the proposed principals and project staff who will work on the project.
- Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Describe proposer's experience working with each subcontractor.
- Include the firm's organization chart, clearly delineating the communication/reporting relationships among the firm's proposed staff and the Trust.
- Include a statement that the principals and key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Trust.
- Describe the firm's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such services by the key personnel proposed for assignment to this project. Include all relevant dates and timeframes for the services provided.
- Describe the experience of the principals and key personnel in working with affordable housing developments. Provide samples of projects and programs.

- Provide examples of the scope of services for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of services.

Compensation Proposal.

The proposer shall deliver, with their proposal, Attachment 4, *Compensation Proposal*, specifying the cost of each task to complete, which shall include all expenses and other compensation for the proposer.

Disclosure of Contributions.

To comply with Government Code section 84308, a provision of the Political Reform Act generally known as the “Levine Act” which is effective January 1, 2023, each applicant will need to complete and submit Attachment 5, *Campaign Contribution Disclosure Form*, with their application.

Confidential and Proprietary Information

Proposals are not to be marked as confidential or proprietary. The Trust may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The Trust shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the Trust. The Trust reserves the right to make use of any information or ideas in the Proposals submitted.

Proposal Review and Selection

1. The proposals shall be reviewed in accordance with the Trust’s Procurement Policy.
2. The Trust shall convene an evaluation panel of at least three members to evaluate each responsive proposal. Criteria used as the basis for evaluation and ranking shall include:
 - Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules – 25%;
 - Work plan/methodology – 50%; including examples of previous work with public agencies.
 - Compensation Proposal – 25%;

Proposals deemed to meet all minimum RFP requirements will be evaluated based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon Offeror(s) submitted written materials.

3. The Trust will rank the proposals, applying the foregoing evaluation criteria to the proposals. Upon completion of the evaluation process, the evaluation panel will summarize the

strengths of each proposal, their scoring, and their rank-ordering for a decision by the Trust Board.

4. The Trust may reject all proposals without further discussion or commence negotiations with the highest ranked proposer. If the Trust commences negotiations, the Trust may negotiate any component of the proposal. The proposer on the other hand, may raise issues only to the extent they are interrelated with negotiated topics raised by the Trust.
5. Discussions and/or negotiations may be conducted with one or more Offerors. Each Offeror shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
 - a. Concurrent negotiations. Negotiations may be conducted concurrently with Offerors for the purpose of determining source selection and/or contract award.
 - b. Exclusive negotiations. Exclusive negotiations may be conducted with the Offeror whose proposal is determined in the source selection process to be most advantageous to the Trust. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. If exclusive negotiations are conducted and an agreement is not reached, the Trust may enter into exclusive negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Instructions – Protest Procedures

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Trust Manager at aeliason@ochft.org.

1. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or the protester's representative;
 - c. The solicitation or contract number;
 - d. A detailed statement of the legal and/or factual grounds for the protest; and
 - e. The form of relief requested.
2. Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the Trust.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures stated in this RFP.

3. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than seven (7) business days after the notice of the proposed contract award is provided. Protests relating to a proposed contract award which are received after the seven (7) business day deadline will not be considered by the Trust.

4. Protest Process:

While a protest is in progress, the Trust may proceed with the solicitation or the contract unless the Trust Manager determines there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Trust. The Trust Manager shall issue a written decision to the protestor within 14 days, including an explanation of the basis of the decision and a statement of the available appeals process. If the protest is sustained, in whole or part, the Trust Manager shall implement a remedy appropriate to the circumstances.

5. Appeal Process:

A protestor may appeal the decision of the Trust Manager to the Trust Board of Directors within seven (7) days from the date the decision is issued. The appeal shall contain all the information originally set forth in the protest, a copy of the decision of the Trust Manager; and the specific factual or legal error in the decision of the Trust Manager that forms the basis of the appeal. A decision by the Trust Board of Directors shall be final.

Attachment 1

List of Trust Members

1. Aliso Viejo
2. Anaheim
3. Buena Park
4. Costa Mesa
5. County of Orange
6. Dana Point
7. Fountain Valley
8. Fullerton
9. Garden Grove
10. Huntington Beach
11. Irvine
12. Lake Forest
13. Laguna Beach
14. Laguna Hills
15. Laguna Niguel
16. La Habra
17. Mission Viejo
18. Newport Beach
19. Orange
20. Placentia
21. San Juan Capistrano
22. Santa Ana
23. Seal Beach
24. Stanton
25. Tustin
26. Westminster
27. Yorba Linda

Attachment 2

Model Contract

MODEL/PROPOSED CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
[INSERT COMPANY NAME/TBD]
FOR
Financial Analysis Services

This Contract for Financial Analysis Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq. with a place of business at 1 League #62335, Irvine, CA 92602: hereinafter referred to as “Trust”, and [Insert Company Name /TBD] with a place of business at [Insert Address/TBD]; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/Payment
Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Financial Analysis Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Financial Analysis Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. ARTICLES

I. GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold Trust and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.

N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Directors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Trust was the insured.

If the Contractor fails to maintain insurance acceptable to the Trust for the full term of this Contract, the Trust may terminate this Contract.

Qualified Insurer:

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made per occurrence

Required Coverage Forms:

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements:

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***Trust, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the Trust shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***Trust, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the Trust, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify Trust in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to Trust. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Trust may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Trust expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Trust Risk Manager as appropriate to adequately protect Trust.

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements

with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the Trust's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

Trust reserves the right to immediately terminate the Contract in the event the Trust determines that the assignee is not qualified or is otherwise unacceptable to the Trust for the provision of services under the Contract.

In addition, Contractor has the duty to notify the Trust in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the Trust in writing if the Contractor becomes a party to any litigation against the Trust, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and Trust that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the Trust any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the Trust of its status in these areas whenever requested by the Trust.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Trust interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to Trust within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. [INTENTIONALLY OMITTED.]

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain,

from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by Trust, and hold Trust, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Trust's Board of Directors acts as the governing Board ("Trust Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and Trust by a court of competent jurisdiction because of the concurrent active negligence of Trust or Trust Indemnitees, Contractor and Trust agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the Trust's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or

obligation of funds by, the state of California to Trust; and inclusion of sufficient funding for the services hereunder in the budget approved by Trust's Board of Directors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Trust may immediately terminate or modify this Contract without penalty.

- CC. Expenditure Limit:** The Contractor shall notify the Trust assigned Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on **TBD** or upon execution of all necessary signatures, whichever comes later, and continue for five calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
- b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.

10. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

11. [INTENTIONALLY OMITTED.]

12. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.

13. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.

14. Conflict of Interest – Trust Personnel: The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.

15. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the Trust.

Storage of records in another county will require written approval from the Trust assigned Agent.

16. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. Debarment: Contractor certifies that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
- 23. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to

the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Company Name: (TBD)
 Address:
 Attn:
 Telephone:
 Fax:
 E-mail:

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the Trust and shall not be changed without the written consent of the Trust's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The Trust's Project Manager shall have the right to require the removal and replacement of

the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the

express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.

- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

MODEL CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq.

Print Name *Title*

Signature *Date*

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 24 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first three years of operation, the Trust has awarded over \$28.4 million to fifteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As mentioned above, the Trust issues a NOFA each year for gap funding for affordable housing developments in Orange County. Historically, the Trust has made approximately \$10 million available each year, however, it has approximately \$18 million available in 2023 due to additional sources of funding.

Over the past three years, the Trust has issued four NOFAs and received 20 applications for funding. It is anticipated that the Trust will continue to receive between approximately four and eight applications per NOFA on average, and that the Trust will issue one NOFA per year.

The Trust awards funding to developers that use Low Income Housing Tax Credits, tax-exempt bonds, and other sources of government and conventional financing for the development of affordable housing.

The Trust is seeking a three-year contract for expert analysis on the financial feasibility of the projects for which developers are seeking funding from the Trust. As more precisely detailed below, Consultant shall review applications to the Trust's NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting.

- Review final NOFA document including threshold requirements, scoring, and application requirements.
- Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.
- Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions
- Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- Attend and participate on the Trust Review Committee in April of each year.
- Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

ATTACHMENT B

COMPENSATION/PAYMENT

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The Contract amount shall not exceed \$TBD.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.

- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on Trust sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the Trust shall not preclude the right of the Trust from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

V. TAX ID NUMBER: The Contractor shall include its taxpayer ID number on all invoices submitted to the Trust for payment to ensure compliance with IRS requirements and to expedite payment processing.

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of Trust agency/department
4. Agency/department address
5. Contract Number (TBD)
6. Federal Tax I.D. Number
7. Date of service
8. Service description
9. Total

Billing Address: All invoices shall be billed to:
OC Housing Finance Trust
Attn: Adam Eliason
1 League #62335
Irvine, CA 92602
aeliason@ochft.org

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

VII. PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]): The Trust of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the Trust via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) _____ Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|--------------------------------|-----------------------------|
| _____ County of Orange | _____ City of Irvine |
| _____ City of Aliso Viejo | _____ City of Lake Forest |
| _____ City of Anaheim | _____ City of Laguna Beach |
| _____ City of Buena Park | _____ City of Laguna Hills |
| _____ City of Costa Mesa | _____ City of Laguna Niguel |
| _____ City of Dana Point | _____ City of La Habra |
| _____ City of Fountain Valley | _____ City of Mission Viejo |
| _____ City of Fullerton | _____ City of Newport Beach |
| _____ City of Garden Grove | _____ City of Orange |
| _____ City of Huntington Beach | _____ City of Placentia |

_____ City of San Juan Capistrano
_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster
_____ City of Yorba Linda

- b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

- c) Please describe briefly those services potentially affected by this Disclosure:

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Consultant

Date

Authorized Repetitive

Title

Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ _____

Proposer Name: _____

Address: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name, if applicable

Print Name of Applicant

List of Board Members

Board Chair Stephen Faessel
City of Anaheim – Council Member

Board Vice-Chair Shari Freidenrich
County of Orange Treasurer-Tax Collector

Board Member Katrina Foley
County of Orange Supervisor – 5th District

Board Member Vicente Sarmiento
County of Orange Supervisor – 2nd District

Board Member Don Barnes
County of Orange Sheriff-Coroner

Board Member Jessie Lopez
City of Santa Ana – Council Member

Board Member Cynthia Vasquez
City of Mission Viejo – Council Member

Board Member Jamey Federico
City of Dana Point – Council Member

Board Member Natalie Moser
City of Huntington Beach – Council
Member