

**CalHFA Homeowner Relief Corporation
(CalHRC)
Federal Homeowner Assistance Fund (HAF)**

**External Audit and Other Attestation Services
Request for Qualifications**

July 1, 2022

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1 Background

The Homeowner Assistance Fund (HAF) was established under section 3206 of the American Rescue Plan of 2021 (ARP) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing.

As an eligible entity that was approved to participate in HAF, the California Housing Finance Agency (CalHFA) applied and entered into a Financial Assistance Agreement with the U.S. Treasury for the State of California's \$1.05 billion HAF allocation. On June 22, 2021, CalHFA received a 10% advance of the State of California's allocation amount. The remaining allocation was received by CalHFA December 24, 2021.

To administer the State's mortgage relief program funded through HAF, on April 13, 2021, CalHFA established a special purpose affiliate, the CalHFA Homeowner Relief Corporation (CalHRC), a California nonprofit public benefit corporation. The CalHRC is governed by a board comprised of both CalHFA employees and appointees. Designated CalHRC board members provide final approval for all agreements. On July 1, 2021, CalHFA entered a subrecipient agreement with CalHRC pursuant to HAF guidelines. The State's 10% HAF allocation was transferred from CalHFA to CalHRC on August 18, 2021. CalHRC's disbursements for FY 2020-21 were solely for operational expenses. Program disbursements began in FY 2021-22.

On May 17, 2021, CalHRC entered a contract for project management of the California Mortgage Relief Program (MRP) with Outreach Solutions as a Service LLC (OSaaS). OSaaS roles include implementation, development, internal controls and reporting for the MRP. The accounting firm GrantThornton, LLP has been contracted for audit of internal controls.

1.1 Definitions and Acronyms

The terms listed below shall have the meanings ascribed therein when used in this RFQ and in any addenda, exhibit, attachment, or other document attached or referred to herein.

"ARP" – American Rescue Plan Act of 2021

"California Housing Finance Agency", "CalHFA", or "the Agency", a public instrumentality and political subdivision of the State of California chartered to finance below market rate loans to create safe, decent, and affordable rental housing and to assist first-time homebuyers in realizing the dream of homeownership.

"CalHRC" – CalHFA Homeowner Relief Corporation, a California nonprofit public benefit corporation established as a special purpose affiliate of CalHFA for the purpose of administering funds from the State's HAF allocation. Federal subrecipient of CalHFA.

"CalHRC Board" – Members of the CalHRC board tasked with approval of vendor selection. Board members may also be employees of CalHFA.

"Contract" means the written agreement between CalHFA and the Vendor that will bind the parties to performance, obligations, price, deliverables, etc. to perform audit and other attestation services.

"GAAP" – Generally Accepted Accounting Principles

"GAAS" – Generally Accepted Auditing Standards

“GAGAS” – Generally Accepted Government Auditing Standards

“HAF” – Homeowner’s Assistance Fund established under section 3206 of the ARP. [Homeowner Assistance Fund | U.S. Department of the Treasury](#)

“MRP” – California Mortgage Relief Program <https://camortgagerelief.org/about/>

“OMB” – Office of Management and Budget. Provides guidance on HAF regulations through circulars.

“OSaaS” – Outreach Solutions as a Service. CalHRC contractor responsible for management of CMR program. <https://www.osaasllc.com/>

“Point of Contact” or **“POC”** is the CalHRC representative to whom the Respondent must direct all communications regarding the RFQ.

“Proposal” – Document prepared by Vendor in response to RFQ for evaluation of services by working group.

“Vendor” means the Vendor selected who enters the Contract with CalHRC to perform audit and other attestation services. Vendor includes Joint Venture

“Working Group” consists of the CalHRC and CalHFA employees and contractors assigned to evaluate submissions and prepare recommendation to audit committee.

2 Scope and Deliverables

The purpose of this RFQ is to obtain proposals from qualified certified public accounting firms to provide audit and other attestation services per the requirements of the Federal Homeowner’s Assistance Fund program. The scope of these proposals include:

1. In accordance with both GAAS and GAGAS, perform an annual audit of CalHRC’s basic financial statements and provide an opinion on the fair presentation of CalHRC’s basic financial statements in conformity with U.S. GAAP guidelines and a report on internal control over financial reporting and on compliance and other matters as required by GAGAS.
2. As required by Subpart F – Audit Requirements of the Uniform Guidance, and in accordance with GAAS, GAGAS, and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as may be inapplicable and subject to such exceptions as may be otherwise provided by Treasury, perform an annual single audit, and provide a report on compliance for each major federal program and on internal control over compliance.
3. Provide any additional necessary specific compliance examinations and reports required under the HAF program per HAF guidelines, agreements, OMB memos, Treasury other federal requirements.
4. Complete annual federal and state tax filings for CalHRC
5. Report audit results to CalHRC’s Board of Directors

The term of this engagement will be for a six-year consecutive period beginning with a fiscal year ending September 30, 2021. The HAF program terminates September 30, 2026.

2.1 Key Action Events and Project Dates

CalHRC is pursuing an accelerated vendor selection timeline due to the U.S. Treasury requirement for a financial auditor to be in place at the beginning of the HAF program. The following table outlines the schedule for key action events and the projected dates and times (Pacific Standard Time), as appropriate.

Table 1: Key Action Events and Project Dates

#	Step	Purpose	Schedule (All times are PST)
	Release	Release of RFQ	July 1, 2022
1.	Last Day to Submit Questions Regarding the RFQ	Allows Respondents to ask questions and receive answers prior to submission. (See Section 1.10 for more information)	July 15, 2022
2.	Proposals Due	CalHRC will receive submissions from Respondents	August 1, 2022 (no later than 5 p.m. PST)
3.	Review and Rank Proposals	Working Group will complete evaluation of submissions from Respondents	August 15, 2022
4.	Interview Top Respondents	Working Group will have an opportunity to interview finalists	August 15 – 18, 2022
5.	Vendor recommendation	Working Group will write-up recommendation of Vendor to the CalHRC Board	August 22, 2022
6.	Vendor Selection	CalHRC Board approval of Vendor	August 26, 2022
7.	Contract Executed	Finalize Vendor services contract	September 23, 2022
8.	HAF Audit Begins	Identify beginning date of the HAF audit	October 1, 2022

3 Evaluation Criteria

Response to the RFQ will be reviewed based on the following:

1. Firm's experience as independent auditor for:
 - a. administrators of federal programs
 - b. public benefit nonprofit corporations
2. Organization, size, and structure of firm
3. Qualifications of staff to be assigned - position in firm and years and type of experience will be considered
4. Responsiveness of written proposal to items in Appendix 1 – Submission Format
5. Ability of Vendor to remotely work
6. Pricing

4 Disclosures and Vendor Requirements

Any Respondent automatically agrees to each, and all the terms, conditions, provisions, and requirements set forth and contemplated in this RFQ. Additionally, respondent agrees to abide by federal regulations regarding sub-contractors under HAF program.

The contents of the Proposal of the selected Vendor will become contractual obligations contained in the Contract between the Vendor and CalHRC. Failure of the selected Vendor to accept these obligations in the Contract may result in disqualification of the Vendor.

4.1 Confidentiality and Disclosures

The Respondent shall comply with all CalHRC confidentiality requirements pertaining to all financial, statistical, and personal data, including all non-public personal information of a consumer or customer of CalHRC, technical and other data and information relating to CalHRC's operation that are made available to the Respondent. The Respondent shall take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by CalHRC, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information.

The selected Vendor shall adhere to all required CalHRC confidentiality and disclosure policies. All or certain of Vendor's staff shall:

- Sign and submit the Confidentiality Statement.
- Sign and submit an Information Security Acknowledgement and Agreement upon Final Selection and before access is granted to any CalHRC resources.
- Treat all information, deliverables, and work products as confidential that cannot be disclosed in any form to any third-party without CalHRC's prior written consent.
- Not use, without CalHRC approval, any CalHRC materials for any purpose other than carrying out the terms under the Contract with CalHRC.
- Not remove any CalHRC equipment, information, data, work products, and deliverables outside CalHRC's secured environment without advance written approval from a CalHRC representative.
- Comply with applicable federal statutes, regulations and executive orders required for parties entering agreements relating to HAF awards including 31 C.F.R. Part 20-23.

4.2 Reservations

All costs for developing and submitting proposals pursuant to this RFQ are solely the responsibility of the party submitting the proposal and shall not be reimbursable by CalHRC. Although CalHRC has chosen at this time to seek submissions for auditing services it is not required to procure any of its contracts subject to many of the restrictions or requirements typically associated with state contracting practices and is relying on the federal procurement methods outlined in 2 C.F.R. 200 (c) items 3 and 4 regarding noncompetitive procurement. Accordingly, CalHRC reserves its right to select one or reject all submissions submitted pursuant to this RFQ.

In addition, CalHRC reserves the right to:

- Select for contract negotiation the Vendor that, in the CalHRC Working Group's judgment, will best meet CalHRC needs, regardless of any differences in estimated costs between the Respondents.
- Consider information about a Respondent in addition to information submitted in its Proposal or obtained through interviews.
- Select a Vendor other than a respondent responding to this RFQ.
- Require additional information from any Respondent.
- Terminate this process at any time without selecting a Vendor.
- Change any deadline or date provided for herein without prior notification.
- Otherwise amend or modify any of the terms or provisions of this RFQ.

Until the selected Vendor has been approved and notice given to all Respondents, no employee, agent, or representative of a Respondent shall make available or discuss its proposal with any officer, member employee, agent, or representative of CalHRC other than the designated POC.

4.3 Changes in Scope of Services

CalHRC reserves the right to change, add to, or delete, any part of this RFQ. Additions, **deletions, or modifications to the original RFQ could result in RFQ addenda, which will become** an integral part of the RFQ and/or any Submissions. CalHRC reserves the right to contract for services that are less or greater than those services specified in this RFQ.

4.4 Licenses

Respondent shall be required to obtain any necessary software licenses and shall comply with all federal, state, and local laws, codes, and ordinances without additional cost to CalHRC, other than the costs outlined in the Respondent's submission.

4.5 Conflict of Interest

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By its submission, the Respondent affirms that it has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate and any actual concealment or obfuscation, whether intentional or unintentional, of a conflict of interest will automatically result in the disqualification of a Respondent's submission.

CalHRC will determine whether a conflict of interest exists and whether it may disqualify a Respondent. Respondent must provide sufficient facts and information for CalHRC to determine the significance of each potential conflict.

4.6 Disputes, Claims, Actions, Proceedings, Convictions

Each Respondent must provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against Respondent. Each Respondent shall list and summarize (include all involved parties) all judicial or administrative proceedings in which it has been a party within the last five (5) years. If Respondent is a subsidiary, it must also submit information for all parent companies. If Respondent is a Joint Venture, it must submit information for each venturer. In addition, each Respondent must identify any projects where it was removed from a project before its successful project completion within the last five (5) years and state the reasons for such removal. Respondent shall also inform CalHRC of any felony conviction of any officer or key personnel. If any information provided here is inaccurate, this could lead to disqualification of the Respondent.

4.7 General Ledger Environment

The CalHRC has an administrative agreement with CalHFA for fiscal services including preparation of its financial statements. CalHFA is currently using Microsoft Dynamics GP 16R2 to be updated to 18.4 August 2022.

- CalHFA uses a custom accounting software application using Microsoft Windows .NET framework to upload journal entries into the General Ledger

4.8 Quote Materials

All materials submitted in accordance with this RFQ become the property of CalHRC and will not be returned unless otherwise specified.

5 Submission of RFQ and Vendor Selection

A single Vendor will be selected. The Vendor selected and who enters a Contract with CalHRC will be solely responsible for successful performance of all services offered in the Vendor's Proposal. Furthermore, CalHRC will consider the Vendor to be the sole point of contact regarding contractual matters for the term of the Contract. If a contract is awarded to a Joint Venture, the terms of the Contract shall provide that each participating venturer is jointly and severally liable to CalHRC.

5.1 Point of Contact

Direct all communication with CalHRC to the Point of Contact ("POC"), or such other person who CalHRC designates in writing, as follows:

Table 2: Point of Contact

Name:	Erwin Tam
Title:	CFO, CalHRC
Address:	500 Capitol Mall, Ste 1400 Sacramento, CA 95814
Email address:	Erwin.tam@camortgagerelief.org
Phone Number:	(916) 326-8653

Normal working hours are from 8:00 A.M. until 5:00 p.m. Pacific Standard Time Monday through Friday.

5.2 Questions and Written Statements

Any written or verbal statements regarding this RFQ by any person other than the POC prior to the selection will be deemed unauthorized and may not be relied on. Any statements from the POC must be in written form to be considered official.

Questions regarding the RFQ and/or Contract can be submitted via email to the POC by the date indicated in [Section 2.1 Key Action Events and Projected Dates](#). Questions received after that date and time may be considered but CalHFA does not guarantee a response in advance of the submission due date.

All questions and/or requests for additional information or clarification of information in the RFQ shall include:

- The Respondent's name
- Contact person's name and title
- Contact person's business address, phone number and email address
- Clear and concise question(s) or statement(s)
- References to specific points within the RFQ

5.3 Use of the Submission Format Template

All submissions shall be submitted using the format defined in [Appendix 1 Submission Format](#). The submission must be complete. If information is omitted from a submission, CalHFA reserves the right to treat that submission as non-responsive and reject the submission. Any deviation from this format may lead to the rejection of the submission.

All requests for information in all sections of this document must be answered as concisely as possible and with minimal marketing literature.

Submissions must be emailed as a single PDF file to the POC not later than the date and time indicated in [Section 2.1 Key Action Events and Projected Dates](#). Please note that this Request for Qualifications has an accelerated timeline due to the requirements of the program.

5.4 Reference Checks

CalHRC may conduct reference checks of the Respondent and the Respondent's key personnel. CalHRC expects that all references will respond to CalHRC's inquiry. Clients of the Respondent or Respondent's key personnel, in addition to those provided as references by the Respondent, may be contacted by CalHRC as part of its due diligence.

The Respondents shall provide at least client references for the Respondent. The Respondent will contact the references and inform them to be available to CalHFA after Proposals are due, outlined in [Section 2.1 Key Action Events and Projected Dates](#), to validate the information provided by the Respondent and to determine the client's overall satisfaction with the services provided. References that cannot be validated by CalHRC will not be considered.

All references provided must be for services completed within the last three (3) years for which the Respondent acted as the Vendor, with at least one of the references for services completed within the past one (1) year for Respondent's key personnel that would be assigned to CalHRC audit. A minimum of two of the Respondent's references must be from similar industries.

References must meet the qualification requirements and include the information specified in [Section D.3 Respondent References](#). The descriptions of the services must be detailed and comprehensive enough to permit CalHFA to assess the similarity of those services to the work anticipated in this procurement.

5.5 Selection and Approval

Selection of a Vendor is expected to take place within the period designated in [Section 2.1 Key Action Events and Projected Dates](#).

Recipients of this RFQ will be evaluated based on the criteria reflected in [Section 3 Evaluation Criteria](#). Respondent will also be evaluated on the completeness of their proposals and their demonstrated ability to fully answer questions.

The qualifications of Respondents will initially be considered by the Working Group. The Working Group will report results to the CalHRC Board. The CalHRC Board may or may not accept the Working Group's recommendation. The CalHRC Board will select a Vendor who in its opinion best meets the requirements of this RFQ at a reasonable cost. As part of the selection process, the Working Group may require interviews with the Respondents considered the most qualified to provide the services under this RFQ.

Selection of a Vendor is expected to take place with the period designated in [Section 2.1 Key Action Events and Projected Dates](#). Once selected by the CalHRC Board, the selected Vendor will be expected to enter a Contract with CalHRC. The anticipated Contract effective date is indicated in [Section 2.1 Key Action Events and Projected Dates](#).

Appendix 1 Submission Format

A. Quote Format

Quotes must be emailed as a single PDF file by the date and time indicated in [Section 2.1 Key Action Events and Projected Dates](#).

B. Quote Signature

All Respondents must complete and sign a Signature Form included in [Appendix 3 Submission Signature Form](#).

Failure to complete and sign a Proposal Signature Form will result in rejection of the Proposal.

C. Respondent Profile

This section provides all relevant information regarding the Respondent's capabilities as outlined [Section 3 Evaluation Criteria](#).

C.1 Respondent Organization Overview

Company Overview

Company Name: _____

Headquarters Location: _____

Date Founded: _____

Company ownership (e.g., private/public, joint venture): _____

Number of years Respondent has been providing the type of services specified in RFQ: _____

Number of employees: _____

Primary Contact Information

Name: _____ Title: _____

Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Regional or Local Office Information

Company Name: _____

Address: _____

City, State and Zip Code: _____

Primary Contact: _____

Phone: _____ **Fax:** _____

C.2 Business Disputes

The Respondent must provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against Respondent as described in [Section 4.6 Disputes, Claims, Actions, Proceedings, Convictions.](#)

D. Responses

D.1 Description of Services

Provide a description of your proposed audit and other attestation services including at a minimum those sections defined in [Section 3 Evaluation Criteria](#).

(If additional space is needed, please attach additional pages to your submission)

D.2 Implementation Strategy

The Respondent shall provide a description of the Respondent's approach to implementing its audit and other attestation services:

- a. Implementation approach
- b. Keys to successful implementation of the Respondent's audit and other attestation services

(If additional space is needed, please attach additional pages to your submission)

D.3 Respondent References

Provide (per Table 3) at least three (3) references of clients whose engagements had a comparable scope of services to this RFQ.

All references provided must be for services completed within the last three (3) years for which the Respondent acted as the Vendor, with at least one of the references for services completed within the past one (1) year *for Respondent's key personnel that would be assigned to CalHRC audit*. A minimum of two (2) of the references must be from similar industries.

Respondent Reference # 1

Client Information			
Vendor Name:			
Service Start/End Dates:			
Client Name:		Contact Name:	
		Phone:	
Address:		Fax:	
		Email:	
Industry:			
Type of Services		Description	

Respondent Reference # 2

Client Information			
Vendor Name:			
Service Start/End Dates:			
Client Name:		Contact Name:	
		Phone:	
Address:		Fax:	
		Email:	
Industry:			
Type of Services		Description	

Respondent Reference # 3

Client Information			
Vendor Name:			
Service Start/End Dates:			
Client Name:		Contact Name:	
		Phone:	
Address:		Fax:	
		Email:	
Industry:			
Type of Services		Description	

E. Administrative Policy Instructions

CalHRC requires the Respondent to attach completed copies of the following:

- Confidentiality Statement (provided in Appendix 2)
- Proposal Signature Form (provided in Appendix 3)

F. Pricing

Respondent shall provide the pricing information in the format specified in this section. The Pricing shall clearly indicate ALL COSTS that CalHRC is expected to incur over the term of the Contract based on the information contained in this RFQ. CalHRC assumes the price is inclusive of all the services described in this RFQ unless Respondent explicitly indicates otherwise.

CalHFA HRC Audit, Tax Filing and Other Attestation Services							
	Year One 06/22/2021 through 09/30/2021	Year Two 10/1/2021 through 09/30/2021	Year 3 10/1/2022 through 09/30/2023	Year 4 10/1/2023 through 09/30/2024	Year 5 10/1/2024 through 09/30/2025	Year 6 10/1/2025 through 09/30/2026	Total
US GAAP Audit							
Single Audit Report							
Complete Annual Tax Filing							
Total Travel Expenses for Audit/Attestation Services							
Total							

The Respondent shall state all prices in US dollars and these prices shall **include all charges to CalHRC**. That is, the proposed service charges shall be inclusive of all expenses, charges, and costs for CalHRC specific assets and other resources incurred by the Respondent in providing the service.

All prices shall remain valid for a period of at least one hundred eighty **180 days** from the Vendor Selection date.

Appendix 2 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 CalHRC for responding to the **Audit and Other Attestation Services RFQ** 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 CalHRC will be returned promptly after use and that all copies or derivations of the materials will be destroyed physically and/or electronically. 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 Agency and third parties. I authorized CalHRC to inspect and verify the above.

I warrant that if my company is approved as the Vendor for the services, it will not enter into any agreements or discussions with any third-party concerning such materials prior to receiving written confirmation from CalHRC that such third-party has a confidentiality agreement with CalHRC similar in nature to this one.

Signature of Representative

Date

Name of Representative (Print or Type)

Title of Representative (Print or Type)

Name of Company (Print or Type)

Appendix 3 Submission Signature Form

Name of Respondent:

Business Address:

Street

City

State

Zip Code

Phone:

Fax:

Type of Business:
(check one)

Corporation

Partnership

Individual doing business under own name

Individual doing business using a firm name

Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number:

To CalHFA Homeowner Relief Corporation (CalHRC):

The undersigned, as Respondent, certifies that the only persons or parties interested in this Proposal as principals are those named herein as Respondent; that this Submission is made without collusion with any other person, firm, or corporation; that in submitting this Submission the Respondent has examined all terms, conditions, and requirements set forth in the RFQ; that the Respondent proposes and agrees that if this Proposal is accepted, the Respondent selected will execute and fully perform the Contract for which Proposals are called; that the Respondent will perform all the work and/or furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the Respondent will take in full payment therefore, the prices set forth in the Contract.

Signature

Date

Name and Title (Print or Type)

Address (if different than business address above)