

REQUEST FOR PROPOSALS (RFP)

Website Rebuild, Design, and Development Services

California Housing Finance Agency (CalHFA)

1. Introduction

The California Housing Finance Agency is seeking proposals from qualified vendors to redesign and rebuild its [public-facing website](#) which was last revised in 2018. This initiative will result in a modern, responsive, and fully accessible website that delivers an improved user experience, supports both consumer and business audiences, and aligns with CalHFA's mission and brand. The selected vendor will lead all aspects of discovery, user experience design, content strategy, front- and back-end development, Content Management System (CMS) implementation, and staff training to ensure a seamless transition to a responsive, secure, and scalable digital platform.

2. About CalHFA

Mission: Investing in diverse communities with financing programs that help more Californians have a place to call home.

Agency Overview: Established in 1975, CalHFA was chartered as the state's affordable housing lender. The Agency's Multifamily Lending Division finances affordable rental housing through collaborations with developers, private banks, and government partners, while its Single Family Division partners with a lender network to assist first-time homebuyers. CalHFA is a self-supporting state agency that may at times administer a variety of state and federal housing resources.

3. Procurement Process

While CalHFA is exempt from the California Public Contract Code, this procurement will be conducted in a manner that promotes fair competition and transparency.

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

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

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

The Agency further reserves the right to:

- A. Request an oral or telephonic interview with, and to require additional information from, any organization prior to its selection
- B. Select for contract negotiation the organization(s) that, in the Agency's judgment, will best meet the Agency's needs, regardless of any differences in estimated costs.
- C. Consider information about an organization in addition to information submitted in or obtained through oral or telephonic interviews.
- D. Select one or more responding organizations other than those responding.
- E. Require additional information from any respondent.
- F. Change any deadline or date provided herein without notice.
- G. Otherwise amend or modify any of the terms or provisions of this solicitation.

Confidential and Proprietary Information: *Do not* include any confidential or proprietary information in your response as the information may be disclosed or be subject to the California Public Records Act (PRA) request and disclosure.

4. Project Goals

- Rebuild the public-facing website with a modern, accessible, and mobile-responsive design.
- Perform research to establish the needs of the Agency's varied audiences.
- Improve information architecture and simplify navigation.
- Transition to a new Content Management System, compatible with AWS hosting platform.
- Ensure website has been developed in compliance with WCAG 2.2 and all subsequent versions thereafter, at a minimum Level AA success (Level AAA desirable), as required by California Government Code Section 11546.7.
- Support staff in preparing and publishing updated content.
- Provide training and post-launch support.
- Improve search engine visibility through SEO best practices.

5. Scope of Work

The selected vendor will provide:

Discovery & Planning

- In collaboration with internal staff, conduct stakeholder interviews and user research with representation from all primary user groups, including first-time homebuyers, mortgage loan officers, and multifamily housing developers.
- Facilitate user journey mapping sessions to identify key tasks, frustrations, and content needs for each audience type
- Conduct website analytics review and identify trends in current usage, drop-off points, and high-priority content
- Provide a report of findings and recommended solutions

Design & User Experience

- Propose a complete visual refresh aligned with existing brand guidelines and tailored to the needs of CalHFA's core audiences
- Design a modern and intuitive layout with clear navigation paths and accessible visual styling
- Create responsive wireframes or mockups for key templates and page types across devices
- Apply accessibility and user experience principles to all design elements
- Include at least one round of stakeholder follow up and iteration based on input

Development

- Recommend and configure a CMS solution compatible with CalHFA's AWS hosting platform
- CMS must prioritize:
 - Security
 - Scalability
 - Modular architecture to allow future feature expansion without major overhauls
 - Customizable components for adaptability
 - Performance optimization (load time benchmarks, caching strategies)
 - Emerging technologies (e.g., AI-driven accessibility tools)
- CMS must support:
 - User roles and permissions (e.g., admin, editor, contributor access)
 - Version control and editorial workflow (e.g., content approval and revision tracking)
 - Responsive design across devices (mobile, tablet, desktop)
- Back-end & front-end development must include:
 - Clean, well-structured HTML and fully accessible code meeting or exceeding WCAG 2.2 AA standards
 - Integration support for third-party tools/APIs
 - Performance optimization (e.g., caching strategies, load balancing, reduced page load times)
 - SEO best practices (structured data, metadata, alt text, clean URLs)
 - Security protocols (SSL/TLS, authentication, protection against vulnerabilities like SQL injection)
- Maintenance & support expectations:
 - Support for CMS and plugin updates with minimal downtime
 - Inclusion of a staging/test environment
 - Integration with analytics tools (e.g., SiteImprove)
 - Documentation and audit results for accessibility and technical implementation

Content Migration & QA

- Provide guidance, templates, and best practices for CalHFA staff to rewrite and migrate content into the new CMS
 - Current site has 340 HTML pages, 1,635 PDFs, 25 Office documents. We expect this may decrease with rebuild.
- CalHFA staff will be responsible for content rewriting and input, with vendor support to ensure accessibility, plain language, consistency, and CMS compatibility

- Implement basic on-page SEO strategies, including metadata, headings, alt text, and descriptive URLs
- Perform comprehensive quality assurance, accessibility testing (automated + manual)
- Provide documentation and audit results for WCAG 2.2 AA compliance

Training & Post-Launch Support

- Transfer knowledge to CalHFA staff on content management system and troubleshooting
- Provide bug fixes, technical support, and minor updates for an agreed upon post-launch period
- Transfer knowledge to CalHFA staff on content management, accessibility, and SEO best practices

6. Deliverables

- Discovery & research report on design, navigation and technical requirements
- Fully designed and tested website template that meets a minimum of Level AA success criteria of WCAG 2.2 and subsequent versions thereafter
- Vendor-supported content migration and rewriting guidance
- Final CMS setup and publishing documentation
- Accessibility compliance audit report
- Staff training and support documentation

7. Proposal Requirements

All proposals must include:

- Executive summary
- Team qualifications and bios
- Experience with government clients and accessibility standards
- Discovery and planning approach
- Design and development approach
- Proposed timeline and milestones
- Itemized costs (discovery, design, development, post-launch support)
- At least two relevant references
- If applicable, subcontracts may be allowed with CalHFA approval; must include reason for subcontract utilization
- Respond to all questions on "Certified Small Business and DVBE Participation" form, **attached as Exhibit A**
- Review and acknowledge willingness to adhere to the terms of the "Agency's standard Service Agreement" if selected as a vendor, **attached as Exhibit B**
- Acknowledge that the responding business entity is **not** on the list of ineligible businesses listed with the California Department of General Services
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>

8. Certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)

The Agency desires to meet the annual statewide participation goal in state procurement and contracting of not less than 25% for small business (SB) participation and not less than 3% for disabled veteran business enterprise (DVBE) participation. Respondents may receive additional weight during the evaluation process for demonstrating meaningful participation of certified California Small Businesses and/or DVBEs, either as prime contractors or subcontractors.

9. Project Timeline

- RFP release: June 27, 2025
- Vendor questions Due: July 11, 2025
- Question responses posted: July 18, 2025
- Proposals due: July 25, 2025
- Vendor selected: August 8, 2025
- Project start: September 1, 2025
- Target launch date: No later than December 15, 2026
- Documentation hand off: By February 2027

10. Evaluation Criteria

In accordance with the CalHFA's objective of selecting the most qualified consultant at a fair and reasonable cost, a Selection Committee, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms for interviews. The Selection Committee shall evaluate the vendors based upon the following criteria:

- A. Technical Expertise
 - I. Government website accessibility compliance experience
 - II. Security and performance standards
 - III. Staff training and post-launch support plan
- B. Strategic and Creative Approach
 - IV. UX/UI design approach
 - V. Content strategy and migration
 - VI. Design portfolio creativity and modern style
- C. Cost and value
- D. Project management and timeline feasibility

11. Award

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

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

12. Submission Instructions

Submit proposals electronically in PDF format to: Marketing@calhfa.ca.gov
Subject line: "CalHFA Website Rebuild Proposal"

Deadline for submission: July 25, 2025

13. Questions

Questions are due no later than July 11, 2025

Submit questions to:
Marketing@calhfa.ca.gov
Subject line: "CalHFA Website Rebuild Proposal - Questions"

Question responses will be posted at www.calhfa.ca.gov/about/procurement on or before July 18, 2025.

CalHFA reserves the right to modify this RFP or cancel it entirely at any time. All submitted materials become the property of CalHFA and will not be returned.

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

Agency RFP #: [Insert RFP Number]

Project Title: [Insert Project Title]

Vendor/Company Name: [Insert Company Name]

SECTION 1 – Small Business Certification

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

- ___ Yes
- ___ No
- ___ Pending Application

Certification Number:

Expiration Date:

2. If not certified, does your company meet the eligibility criteria to qualify as a California Small Business (SB)?

(See attached “SB Eligibility Form”: Fewer than 100 employees, and \$18 million or less in average gross receipts over the last three years)

- ___ Yes
- ___ No
- ___ Unsure

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

- ___ Yes
- ___ No
- ___ Already in Process

SECTION 2 – Disabled Veteran Business Enterprise (DVBE) Certification

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

- ___ Yes
- ___ No
- ___ Pending Application

Certification Number:

Expiration Date:

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

- Yes
- No
- Unsure

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

- Yes
- No
- Already in Process

SECTION 3 – Supporting Documentation

Instructions:

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

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

Authorized Signature:

Name:

Title:

Date:

Email:

Phone:

**SERVICES AGREEMENT-
(CONTRACTOR’S NAME)**

This Services Agreement (“*Agreement*”) is entered into as of _____, 2023, by and between the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California (“*Agency*” or “*CalHFA*”) and (Contractor’s name) (“*Contractor*”).

RECITALS

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

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

AGREEMENT

1. Status of Contractor

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

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

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

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

2. Contractor's Services

a.

b.

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

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

3. Term

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

4. Compensation

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

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

---OR---

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

Agency will also reimburse Contractor for out-of-pocket costs and expenses incurred by Contractor in performance of the Services, including (1) reasonable and actual amounts for package delivery, document production, long-distance telephone calls, facsimile transmission,

and (2) travel, meals, and lodging expenses in accordance with State of California Department of Personnel administration Regulations, 2 CCR Section 599.615, et seq. Any such reimbursement will not **exceed** _____ **AND NO/100 DOLLARS (\$00,000.00)** over the term of this Agreement.

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

5. Nondiscrimination Clause

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

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

6. Agency’s Cooperation

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

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

a. Agency has been informed by Contractor that Contractor is an active participant in the tax-exempt and taxable bond markets and from time-to-time during the term of this Agreement will represent on unrelated matters various persons and entities (including bond underwriters, other bond issuers, and other persons and entities represents other entities) with

which the Agency may currently be dealing, and that such concurrent representation may create a conflict of interest under the rules of professional responsibility applicable to Contractor. Contractor shall identify to Agency all such persons and entities to the extent known to Contractor. Agency consents to such concurrent representation and waives any conflict of interest that may arise therefrom, subject to Agency’s right to withdraw such consent by terminating Contractor’s representation of the Agency on any matter creating a conflict of interest.

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

8. Entirety, Amendments, Construction

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

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

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

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

9. Notice

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

To Contractor:	[Company Name:] [Address:] Attention: Title: Tel: ()	
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Contractor’s Name
Contract No.
148750v34OGC REV 9.2.2022

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

10. Nonassignability

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

11. Remedies, Attorney's Fees, Costs

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

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

c. Agency may terminate this Agreement immediately upon giving notice in writing to Contractor. Such termination may occur without cause. Upon such termination, Agency shall compensate Contractor proportionately based on the percentage that the work

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performed by Contractor as of the date of termination bears to the total work to be performed by Contractor under this Agreement; or, if Contractor is being compensated at an hourly rate, Agency shall compensate Contractor upon submission and approval of a report of work performed and time expended prior to the date of termination.

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

12. Time

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

13. Partial Invalidity

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

14. Indemnification

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

15. Contractor's Qualifications & Statement of Economic Interests *[If applicable; if not, then write "Intentionally Omitted."]*

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

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

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

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

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

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

16. Drug-Free Workplace Requirements

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

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

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

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,
- (iv) penalties that may be imposed upon employees for drug abuse

violations.

- c. Every employee who works on the proposed Agreement will:
 - (i) receive a copy of the company's drug-free workplace policy statement; and,
 - (ii) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

18. Copyright Violations

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

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

a. The term “Work”, as used in this paragraph shall mean all written and printed matter, photographs, artwork, pictorial reproductions, drawings or other graphic representations

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and works of a similar nature, sound recording, films, tapes, original computer programs (including executable computer programs and supporting data in any form) and any other materials or products conceptualized, developed and/or delivered as a result of this Agreement.

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

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

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

e. Contractor represents and warrants that:

- (i) it is free to enter into and fully perform this Agreement;
- (ii) it has secured or will secure all rights and licenses necessary for the production of the Work;
- (iii) neither the Work nor any of the materials contained therein, nor the exercise by either party of the rights granted in this Agreement, will infringe upon or violate the rights or interests of any person or entity;
- (iv) neither the Work nor any part of it will (i) violate the right of privacy, or (ii) constitute a libel or slander against, or (iii) infringe upon the copyright, literary, dramatic, statutory or common law rights of any person, firm or corporation;
- (v) it has not granted and shall not grant to any person or entity any right that would or might derogate or encumber or interfere with any of the rights granted to CalHFA in this Agreement.

f. Contractor agrees it shall not use any Work for any purpose other than for the purposes contemplated by this Agreement, and further agrees that, upon termination of this Agreement for any reason, Contractor will immediately turn over all Work, including all copies of all Work in any form, in its possession or under its control to CalHFA. Contractor agrees it

will not use any Work, or any information it receives or received from CalHFA in connection with any Work, in any way that could or would result in said Work or information being disclosed, inadvertently or otherwise, to any party other than CalHFA or its delegate without CalHFA's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, subject to CalHFA's prior written consent, Contractor may use the Work solely for self-promotional purposes, such as on Contractor's website or as part of a portfolio, provided that Contractor indicate thereon CalHFA's ownership of such Work.

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

20. Confidentiality of Data

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

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

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

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

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

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

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

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

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

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

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

24. Performance Review

Contractor agrees that Agency or its delegate shall have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide Agency or its delegate with any relevant information requested and shall permit

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

25. Work Product

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

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

26. Counterparts

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

27. California Public Records Act

Contractor acknowledges that, except to the extent that information may be exempt from public disclosure under California Health & Safety Code Section 51615, the California Public Records Act (California Government Code Section 6250, et seq.), or otherwise

exempt from disclosure, information possessed by Agency could be subject to disclosure under California law. Agency, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by California law.

28. Subcontracts

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

29. Survival

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

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

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

31. Governing Law

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

32. Authority

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

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33. Insurance

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

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

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

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

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

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

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

By: _____
Name
Title

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

By: _____
Name
Title