

## Achieving a Better Life Experience (“ABLE”) Act Board

### Request for Proposals No. ABLE 03-18 529A Investment Consulting Services Notice to Prospective Bidders

November 28, 2018

MEMBERS
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JOSEPH CODY Executive Director, State Independent Living Council
<b>EXECUTIVE DIRECTOR</b> Dante Allen

You are invited to review and respond to this Request for Proposals No. ABLE 03-18 (“RFP”) for 529A Investment Consulting Services.

Proposals for these Services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into with the State of California (“State”) will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. **THE GENERAL TERMS AND CONDITIONS AND ALL EXHIBITS THAT ARE A PART OF THE SAMPLE STANDARD AGREEMENT ARE NOT NEGOTIABLE.** By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP. Any proposal submitted with proposed changes to the Standard Agreement’s Terms and Conditions may be considered non-responsive and rejected by the ABLE Act Board. If you do not have Internet access, a hard copy of the RFP, which includes these Terms and Conditions and Certification Clauses, can be provided upon request by contacting the person listed below.

All responses to this RFP must be submitted in hard copy and received by the Board no later than **4 p.m. Pacific Time (“PT”)** on **January 16, 2019**. Email or fax submissions will not be accepted. The ABLE Act Board does not accept any responsibility for any proposals that are not submitted to the Board by the indicated deadline. All proposals must be mailed or delivered to:

**ABLE Act Board**  
**915 Capitol Mall, Room 590**  
**Sacramento, CA 95814**  
**Attention: Carrie Fisher Stone, Deputy Executive Director**

In the opinion of the ABLE Act Board, this RFP is complete and without need of explanation. However, if you have questions or should you need any clarifying information, contact staff by email at [calable@treasurer.ca.gov](mailto:calable@treasurer.ca.gov). All questions must be submitted by email by 4 p.m. PT on December 7, 2018.

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

**PLEASE CAREFULLY READ THE RFP AND FOLLOW THE INSTRUCTIONS.**

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## **1. PURPOSE AND DESCRIPTION OF SERVICES**

### **1.1 Background**

The California Legislature authorized creation of the Board, Program, and Trust in 2015 (Welfare and Institutions Code section 4875 et seq. ("Act")), intending it to be a qualified ABLE program as defined in Section 529A of the Internal Revenue Code of 1986, as amended ("IRC"). The Act authorizes Trust investments for a beneficiary's savings for qualified disability expenses.

The Board was established to administer the state's qualified ABLE program; the seven-member Board is also the state entity responsible for effective and efficient administration of the Trust. Monthly meetings are held in accordance with the California Bagley-Keene Open Meeting Act and will generally be held in Sacramento, California at the State Treasurer's Office, 915 Capitol Mall, but may be held at other locations.

### **1.2 Scope Overview**

The Achieving a Better Life Experience Act Board ("ABLE Act Board", "Board", or the "State") is the administrator of California's 529A Qualified ABLE Program as defined in Welfare and Institutions Code section 4875(k) ("ABLE Program" or "Program"), and the State agency responsible for the effective and efficient administration of the California ABLE Program Trust ("Trust").

A qualified investment consultant is needed to assist the Board in its role as fiduciaries to the Trust. The investment consultant will assist the Board with (i) creating the statement of investment policy and monitoring criteria for the Trust, (ii) evaluating program manager and investment manager proposals, and (iii) monitoring the investment performance of the program manager(s). More information about the Act can be found online at [www.treasurer.ca.gov/able](http://www.treasurer.ca.gov/able). The Board anticipates the Program will be implemented in 2018.

### **1.3 Sample Standard Agreement**

This Request for Proposals No. ABLE 03-18 ("RFP") includes a Sample Standard Agreement for each Bidder's review. The Sample Standard Agreement contains the language that the Board expects to utilize for this contract. All terms and conditions noted in the Standard Agreement are not negotiable. Proposals that do not accept all items included in the Standard Agreement will be deemed non-responsive and excluded from evaluation.

### **1.4 Scope of Work**

The 529A investment consultant will assist the Board in fulfilling its fiduciary duties to the Trust, which includes the following:

- The Contractor will, under the direction of the Board or its designee, analyze and evaluate asset allocation plans for the Trust based on the expected use of accounts by eligible beneficiaries as well as risk reduction.
- The Contractor will create and regularly review an investment policy statement and monitoring procedures.
- As needed, the Contractor will participate in the development of request for proposals and the subsequent selection processes as subject matter expert to procure various program services, such as an investment manager and program administrator.
- The Contractor will advise the Board or its designee on which data should be reported quarterly by the program and/or investment manager(s).

- The Contractor will review and analyze the investment performance of the program and/or investment manager(s) of the Trust using criteria adopted by the Board; the Contractor will periodically perform additional evaluations comparing Program investment performance and fees to the performance of national and/or other state 529A plans.
- The Contractor will conduct monthly monitoring and provide quarterly evaluations of the Trust that compare monthly investment results to appropriate indices and Board policies, including compliance by the program manager(s) to these policies, and provide evaluations to the Board or its designee within 10 business days of receiving the data from the program manager(s).
- The Contractor will provide assistance to the Board in understanding various investment vehicles and the investment market generally. This assistance may include providing training seminars to the Board and its staff, as necessary, on rates of return, investment products, strategies or other fundamental concepts of investing.
- The Contractor will inform the Board or its designee in the event of significant changes in the investment climate or market conditions that could affect Trust investments.
- The Contractor will provide general advice, counsel, and recommendations on a variety of investment related matters regarding the Trust including investment personnel, investment strategy, investment portfolio addition or division, as well as overall investment health of the program and/or investment manager(s), other 529A vendors, and 529A industry issues and trends.
- The Contractor will work with the Board's consultants and program and/or investment manager(s) as needed.
- The Contractor will attend or otherwise participate in all Board meetings unless notified otherwise by the Board.
- The Contractor will be available to consult with Board members and the Executive Director from 8am to 5pm Pacific Time, Monday through Friday.
- The Contractor will respond to the need for telephone consultation within a 24-hour period and be available for meetings with the Board with no greater than 10 days' notice.

### **1.5 Term of Agreement**

The term of the agreement entered into pursuant to this RFP, if any, will be one (1) year with two (2) options, at the Board's sole discretion, to extend the contract for up to one year at the same or lower rate(s) for a possible total term not to exceed three (3) years. The contract will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by the DGS Office of Legal Services.

## **2. MINIMUM QUALIFICATIONS**

**Bidder must complete Attachment 5 certifying that the Bidder meets the following minimum qualifications:**

- Bidder must have been actively providing advice on investment options for at least the last five years. Investment expertise must include knowledge and experience in a wide range of investment vehicles.
- Bidder must have been providing consultation to or on behalf of individuals or governmental agencies that have been investing funds totaling at least \$1 billion.

- Bidder must agree in writing to serve as fiduciary with respect to its work.
- Bidder may not during the term of a contract that may be executed pursuant to this RFP have a contractual or other business relationship with any program management services contractor that provides services for the Trust or any investment manager directing funds in the Program portfolio, either on its own or in partnership, with other entities. Ownership of an ABLE account does not constitute a business relationship for the purposes of this minimum qualification
- Bidder must be qualified to do business in the State of California and must provide either (i) evidence of registration from the California Secretary of State or (ii) certification that no impediments to registration exist.
- Bidder must hold and maintain all licenses and registrations required by applicable federal and state laws for businesses offering investment and municipal advisory services. All such licenses and registrations must be current and in good standing.

### **3. PROPOSAL REQUIREMENTS AND INFORMATION**

#### **3.1 Schedule (Key Action Dates)**

All Bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times (all times listed are Pacific Time (PT)).

<b>Date</b>	<b>Action</b>
<b>November 28, 2018</b>	RFP available to Prospective Bidders
<b>December 7, 2018, 4:00 p.m. (PT)</b>	<b>Deadline to Submit any Written Questions</b>
<b>December 14, 2018</b>	Answers to Written Questions Distributed
<b>January 16, 2019, 4:00 p.m. (PT)</b>	<b>Deadline to Submit Proposals</b>
<b>January 17 – February 1, 2019</b>	Evaluation of Proposals
<b>February 4, 2019</b>	Notice of Intent to Award Contract
<b>February 11, 2019</b>	Proposed Contract Award Date
<b>April 1, 2019</b>	Commencement of Contract (pending Board and DGS approval)

The Board reserves the right to change the above dates and times, and, if so, an addendum to the RFP will be issued, available online at [www.treasurer.ca.gov/able](http://www.treasurer.ca.gov/able) and on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx>. Potential Bidders that submit contact information in accordance with Section 3.3(l) of this RFP will be notified via email. The Board also reserves the right to reject all bids and not award an agreement.

#### **3.2 Questions and Answers**

In the opinion of the Board, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, you may submit written questions no later than 4:00 p.m. PT on December 7, 2018 by email to [calable@treasurer.ca.gov](mailto:calable@treasurer.ca.gov) or by fax to (916) 589-2860.

Answers to all written questions received by 4:00 p.m. PT on December 7, 2018 will be available online at [www.treasurer.ca.gov/able](http://www.treasurer.ca.gov/able) and on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> by close of business on December 14, 2018.

### 3.3 Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b) In preparing proposals, Bidders must:
- (i) Include a cover letter stating:
    - A. The name, address, email, phone and fax numbers of the principal contact responsible for the oversight of the engagement. Indicate the availability of this person for meetings with Board and Board staff.
    - B. The name, address, email, phone and fax numbers of the project representative who will be available to the Board and its staff on a day-to-day basis during the term of the Agreement.
    - C. The name, address, email, phone, fax number and name of a key contact at each partner, if a consortium, and subcontractor, and what the person would be responsible for under the Agreement.
  - (ii) List responses to each Question in Sections 4, 5, and 6 in the same order as listed in this RFP.
- c) All proposals must be submitted in hard copy under sealed cover and received by the Board by 4 **p.m. PT on January 16, 2019** unless the Board provides notice that the date has been changed. All parts of the proposal must be received by the submission deadline in order to be considered. **Proposals received after this date and time will not be considered.** Proposals received by fax or email will be rejected.
- d) One (1) unbound original and five (5) copies of the proposal must be mailed or delivered to the following address:

**ABLE Act Board  
915 Capitol Mall, Room 590  
Sacramento, CA 95814**

- e) The original proposal must be marked "**ORIGINAL COPY.**" All documents contained in the original proposal package must have original signatures and must be signed by the person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "**DO NOT OPEN,**" as shown in the following example:

**Request for Proposals No. ABLE 03-18  
529A Investment Consulting Services  
Firm Name  
Firm Address  
Contact Person and Phone Number  
"DO NOT OPEN"**

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

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) **Proposals that omit the Minimum Qualifications Certification that is included in Attachment 5 of Section 9 will not be considered.** Proposals shall include each of the required attachments on the Required Attachment Check List. Proposals that do not comply with the requirements of the RFP shall be deemed non-responsive. This includes not meeting the minimum qualifications outlined in Section 2

of this RFP and failure to submit all required attachments outlined in Section 9 of this RFP. A proposal deemed non-responsive will be rejected.

- h) The Board reserves the right to reject all bids and not to award a Contract pursuant to this RFP.
- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Board may reject any or all proposals and may waive any immaterial deviation in a proposal. The Board's waiver of immaterial defects shall in no way modify the RFP document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
- k) The Bidder is solely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Such costs shall not be charged to the Board.
- l) An individual who is authorized to bind the proposing firm contractually shall sign Required Attachment 2 in Section 9, the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A Bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Schedule (Key Action Dates) in Section 3.1 of this RFP. The submission of a new proposal must comply with the requirements in this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A Bidder may withdraw its proposal by submitting a written withdrawal request to the Board, signed by the Bidder or an agent authorized in accordance with subsection i) in this Section 3.3 above. A Bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- o) The Board may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all interested Bidders providing contact information, including an email address and phone number. The contact information should be provided to staff at [calable@treasurer.ca.gov](mailto:calable@treasurer.ca.gov) by December 14, 2018, when the Board will provide answers to any questions submitted in accordance with Section 3.2 of this RFP. The Board will also provide updates on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx>, on its website at <https://www.treasurer.ca.gov/able>, and also by email to all Bidders who have expressed interest and provided contact information.
- p) Upon announcement and release of this RFP and until selection of the winning Bidder (and notice of intent to award the agreement), Bidders (or potential Bidders) are not permitted to communicate with the Board, its staff or its Consultants with respect to the RFP except in connection with process and procedures related to the RFP. Any communication must be directed to staff at [calable@treasurer.ca.gov](mailto:calable@treasurer.ca.gov).
- q) Bidders are cautioned to not rely on the Board to discover and report to the Bidder any defects and errors in the submitted documents. Before submitting their proposals, Bidders should carefully review them, correct all errors, and confirm compliance with all of the RFP requirements.
- r) More than one proposal from any firm, organization, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Bidder. If there is reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in this or future procurements.

s) Where applicable, Bidders should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

t) No oral understanding or agreement shall be binding on either party.

### 3.4 Evaluation Process

a) All proposals will be reviewed by an evaluation committee. The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Responsive proposals will then be scored according to criteria herein. The scored categories and the corresponding weighting of each scored category is as follows:

Scored Category	Weighting
Background and Personnel Information	30 points
Investment Consulting Experience and Expertise in 529/529A Industry	40 points
Cost	30 points
<b>Total Possible Points</b>	<b>100 points</b>

b) The following point scale will be used to score the responses to each scored category except with regard to costs.

#### Percent of Maximum Score Allotted to Particular Weighted Criterion

100% - Excellent response backed by demonstrated ability.

85% - Good response backed by demonstrated ability.

75% - Fair response backed by demonstrated ability.

60% - Poor response.

0% - Bidder does not demonstrate ability.

c) Proposals that contain false or misleading statements, or that provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the Board, such information was intended to mislead the Board in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

d) The contract will be awarded to the responsible and responsive Bidder with the highest total score.

e) The Board is not required to award an Agreement.

### 3.5 Award and Protest

a) Notice of the proposed award shall be posted in a public place at the Office of the Board, 915 Capitol Mall, Room 590, Sacramento, CA 95814 and online at [www.treasurer.ca.gov/able](http://www.treasurer.ca.gov/able) for five (5) working days prior to awarding the agreement.

b) If any Bidder, prior to the award of the agreement, files a protest with the Board and the DGS Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds provided under Public Contract Code Section 10345(b), the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that any protest be submitted by certified or registered mail.

c) Within five (5) days after filing the initial protest, the protesting Bidder shall file with the Board and the DGS Office of Legal Services a detailed written statement specifying the grounds for the protest. It is suggested that this detailed written statement be submitted by certified or registered mail.

### 3.6 Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the Board and the State, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the Bidder's expense, unless such expense is waived by the Board.

### 3.7 Agreement Execution and Performance

- a) Performance shall start on the agreement start date, or on the express date set by the Board and the Contractor, after all approvals have been obtained and the agreement is fully executed. If the Contractor fails to commence work at the agreed upon time, the Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

## 4. QUALIFICATIONS AND EXPERIENCE

Questions in this Section 4 are intended to demonstrate the Bidder's qualifications. Points will be awarded for the Bidder's response(s) to each question. The allocation of points is defined in Section 3.4 of this RFP entitled "Evaluation Process." Questions should be answered for each relevant partner or subcontractor to the extent applicable if a Bidder is a consortium or is using subcontractors. In preparing proposals, the Bidder must list each question and then provide the Bidder's response to that question in the same order listed in this RFP.

Contractor is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel must be pre-approved by the Board.

### 4.1 Background and Personnel Information (Maximum of thirty (30) points)

- a) Provide an overview of the Bidder's firm including mission statement and vision statement, number of years' experience providing investment consulting, and what services Bidder's firm will bring to this contract.
- b) Describe the organizational structure and explain how this structure will be used to perform the requirements of this contract. Explain the advantages of this structure.
- c) Complete the following table for all professionals who will be responsible for providing the investment consulting activities to be performed pursuant to this contract, including subcontractors.

Name & Location	Title & Responsibility	Total Years' Experience	Years with Firm

- d) Provide professional resumes of each of the individuals included in the chart immediately above.

e) Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with the Board or its designee. Describe the Bidder's backup procedures if the primary person assigned to this account leaves the firm, or is otherwise unavailable. How many other client relationships will each individual have?

#### **4.2 Investment Consulting Experience and Expertise in 529/529A Industry (Maximum of forty (40) points)**

a) Describe Bidder's experience in advising boards on formulating and reviewing investment policies and in interpreting investment data. Include the names of the boards, the number of years that the Bidder has provided such service, the number of agencies or boards to which Bidder is currently providing investment advice and the approximate dollar value of the portfolios for which consultative services are provided.

b) Describe in detail what data, information, and advice the Bidder proposes to provide to the Board in formulating its investment policies and analyzing and interpreting the investment performance of the program and/or investment manager(s). Describe the Bidder's methodology used for measuring risk.

c) Describe how benchmarks are chosen or developed and how the manager's performance is compared to similar portfolios. Indicate whether your firm has ever developed benchmarks and, if so, provide a description of the benchmarks developed.

d) Discuss any changes/material refinements in Bidder's advisement philosophy which have occurred within the past three years. What prompted the changes/refinements?

e) Describe the Bidder's experience with the use of mathematical, computer, or other models in evaluating both investment performance and risk. Provide a sample of at least one such modeling report demonstrating thoroughness and understandability by Bidder's staff.

f) Provide a list of the investment selection models and investment evaluation models that Bidder uses on a regular basis.

g) Describe the Bidder's understanding of the objectives of the ABLE Program. How does this understanding affect your views on the investment options that should be offered? What special expertise does the Bidder bring to advising the Board?

h) List any consulting accounts lost within the past three years and note the reason for the account lost.

i) Provide the name, address, telephone number, contact name and title for five (5) firms to serve as references for Bidder, using format in Attachment 4. Provide three (3) references for any subcontractors you plan to use. These references should include governmental agencies, preferably State of California agencies or agencies located in California, which are charged with overseeing the investment of funds held in trust for others. Identify the individuals at Bidder's firm who were responsible for providing investment consultation to these agencies. Submission of Attachment 4 is mandatory. Proposals that fail to submit Attachment 4 shall be considered nonresponsive and rejected.

#### **5. COST PROPOSAL (Maximum of thirty (30) points)**

Use Attachment 3 (Cost Proposal) as a guide in completing your cost proposal. The Board expects the total amount of the contract not to exceed \$150,000 per year. Review this section and the calculations in your Cost Proposal carefully. Mathematical errors may be corrected by the Board. **Do not make any modifications to the Cost Proposal form, including the 200 total annual hours and the \$10,000 total annual travel costs.**

The cost proposal shall:

- Follow the template outlined in Attachment 3 – Cost Proposal.
- Assume a total of 200 hours of staff work (including subcontractor staff work) per year. Estimate the number of hours out of the 200 each level of staff who will be assigned to the contract will work. Note that the total number of hours for identified staff must equal 200 per year.
- Identify and include an hourly rate for each level of staff who will be assigned to work on the services outlined in this RFP. The hourly rates identified will be utilized in the contract awarded to the winning bidder for reimbursement for services performed. All-inclusive flat fees and/or retainer fees will not be accepted for consideration.

Travel costs included in Attachment 3 – Cost Proposal are capped at \$10,000 per year. This amount may not be modified. The rates for travel costs shall be set in accordance with the California Department of Human Resources (CalHR) rates for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Board.

Proposals submitted with a cost proposal that fails to meet any of the specified requirements outlined above, or in a form other than as provided for in Attachment 3, will be considered non-responsive and rejected.

The following formula shall be used for the award of cost points:

Lowest cost proposal, based on the estimated Total Cost for One Year Contract Term from Attachment 3, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

- $(\text{Lowest Bidder's Cost Proposal} / \text{Other Bidder's Cost Proposal}) = (\text{Factor})$
- $\text{Cost Points for Other Bidder} = (\text{Factor}) \times (\text{Maximum Cost Points})$

**EXAMPLE:**

- A maximum of 30 points is available.
- Lowest Bidder's cost proposal = \$112,500
- Other Bidder's cost proposal = \$150,000
- $(\text{Lowest Bidder's Cost Proposal} / \text{Other Bidder's Cost Proposal}) = \$112,500 / \$150,000 = 0.75$
- $\text{Cost Points awarded to Other Bidder} = 0.75 \times 30 \text{ Maximum Points} = 22.5 \text{ Cost Points}$

**6. LEGAL, DISCIPLINARY, AND CONFLICTS OF INTEREST DISCLOSURES**

The Board may reject a proposal due to any disclosure or conflict of interest (potential or actual) that is material in the sole opinion of the Board.

a) Advise if any partner, officer, investment officer, portfolio manager, research analyst, or trader of the Bidder's firm has been convicted or pleaded no contest in a case stemming from a felony indictment. Any such conviction or plea must be disclosed and must be accompanied by a full explanation of the circumstances surrounding it.

b) Advise if the Bidder is or was a defendant in litigation relating to any services which it proposes to provide to the Board. Any final settlement, administrative decision, or judgment made in connection with this litigation must be disclosed and must be accompanied by a full explanation of the circumstances surrounding it.

c) Advise if the Bidder, any partner, related company (parent, subsidiary, sister), affiliate or joint venture, or any owner, officer, director, principal, or management level employee of the Bidder been involved in

any enforcement action by the Securities and Exchange Commission or any other governmental regulatory agency or been named a defendant in litigation where there was an allegation of violation of fiduciary responsibility. If yes, explain in detail.

d) Disclose any other legal or disciplinary event that is material to the Board's evaluation of the Bidder or the integrity of Bidder's management or advisory personnel by either: (1) identifying the specific type of event and specifically referring to the relevant portions of the Bidder's most recent Forms MA or MA-I (and, if doing so, providing detailed information specifying where the Board may electronically access such forms), or (2) providing a writing that fully and fairly discloses the information required to be disclosed and documented under MSRB Rule G-42(b) and (c).

e) Advise if the Bidder has ever been terminated for cause from any contract. If the answer is yes, cite the background of the contract, reason for the termination, and what the Bidder has done to change operations or personnel to preclude the circumstances regarding the termination from re-occurring.

f) If not already included in your response to Section 6, (a) through (e), immediately above, disclose any business relationships, which may be construed to be potential or actual conflicts of interest. The contractor will have a continuing requirement to disclose any business relationships that may be construed to be a potential or actual conflict. The disclosure must be sufficiently detailed to inform the Board of the nature, implications and potential consequences of each conflict and must include an explanation of how the Bidder addresses, or intends to manage or mitigate, each conflict.

## **7. CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE**

This RFP does not include a minimum DVBE participation requirement. However, a DVBE incentive will be applied as provided in Attachment 14.

The Department of General Services ("DGS") established a DVBE incentive pursuant to Senate Bill 115, Chaptered October 3, 2005 and the military and Veterans Code section 999.5(a). The regulations apply to all competitive solicitations for public works, services, goods, and information technology goods and services posted or released after October 9, 2007. The DVBE incentive is required in solicitations that include DVBE program requirements and may be offered in other competitive solicitations. Department of General Services' policy implements this program by rewarding prime proposers for increased DVBE participation: the more DVBE participation, the greater the incentive. This incentive program helps State agencies to meet their annual DVBE participation goals.

Attachment 14 outlines the DVBE Incentive Program. Companies who have been certified by the State of California as a DVBE must submit a completed STD. 843 (Disabled Veteran Business Enterprise Declaration) form. All disabled veteran owners and disabled veteran managers of the DVBE must sign the form. DVBE Incentive participation is *optional* and at the discretion of the proposing company.

**NOTE:** For this RFP, the Incentive application is based on the High Score Method and shall not exceed five percent (5%), nor be less than one percent (1%) of the total score (see table in Attachment 14).

## **8. PREFERENCE PROGRAMS**

### **8.1 Small Business or Microbusiness Preference (if applicable)**

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Proposer must either be certified as a small business and submit a copy of their certification approval letter from DGS / Office of Small Business and DVBE Services

(OSDS) or submit a complete application for certification to DGS / OSDS by 5:00 pm PT on the proposal due date. However, the proposed winning Proposer must be a certified small business at the time of contract award. The 5% preference is used only for computation purposes to determine the winning Proposer and does not alter the amounts of the resulting contract.

Once each proposal has been scored, if the highest scored proposal is from a non-certified small business, then 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

Questions regarding the small business certification or preference approval should be directed to the OSDS at (916) 375-4940 or can be found online at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

### **8.2 Non-Small Business Preference (if applicable)**

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

A five percent (5%) preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the proposal must include a list of the small business(es) with which the Proposer commits to subcontract in an amount of at least 25% of the net proposal price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the proposal and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net proposal price (as specified in the solicitation) per subcontractor.

Proposers claiming the 5% preference must commit to subcontract for at least 25% of the net proposal price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 pm PT on the proposal due date. Questions regarding certification should be directed to the OSDS at (916) 375- 4940 or can be found online at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

The preference to a non-small business firm that commits to California certified small business subcontractor participation of 25% of its net proposal price shall be 5% of the highest scoring proposal. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

### **8.3 Target Area Contract Preference Act (TACPA) (if applicable)**

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

The TACPA preference will be granted for this procurement. Proposers wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate response with the proposal:

<http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>

Proposers wishing to take advantage of the TACPA preference are required to submit the following applications/forms:

- TACPA (STD. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526)

**9. REQUIRED ATTACHMENTS**

Refer to the following pages for additional Required Attachments.

## ATTACHMENT 1

### REQUIRED ATTACHMENT CHECK LIST

Complete this checklist to confirm the attachments. Place a check mark or "X" next to each item that you are submitting to the State. **For your proposal to be deemed responsive, each of the following required attachments must be submitted with your proposal package.**

This checklist should be returned with your proposal package.

<u>ATTACHMENT</u>	<u>ATTACHMENT NAME/DESCRIPTION</u>
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Proposal/Proposer Certification Sheet
<input type="checkbox"/> Attachment 3	Cost Proposal Worksheet
<input type="checkbox"/> Attachment 4	Bidder References
<input type="checkbox"/> Attachment 5	Minimum Qualifications Certification
<input type="checkbox"/> Attachment 6	Bidder Declaration (GSPD-05-105)
<input type="checkbox"/> Attachment 7	Payee Data Record (STD. 204)
<input type="checkbox"/> Attachment 8	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/> Attachment 9	Darfur Contracting Act Certification Form
<input type="checkbox"/> Attachment 10	California Civil Rights Laws Certification
<input type="checkbox"/> Attachment 11	Small Business or Microbusiness Preference (if applicable). Additional information about this preference can be found online at <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">www.dgs.ca.gov/pd/Programs/OSDS.aspx</a> .
<input type="checkbox"/> Attachment 12	Non-Small Business Preference (if applicable). Additional information about this preference can be found online at <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">www.dgs.ca.gov/pd/Programs/OSDS.aspx</a> .
<input type="checkbox"/> Attachment 13	Target Area Contract Preference Act (if applicable) The forms and additional information about these preference programs can be found online at <a href="http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx">www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx</a> .
<input type="checkbox"/> Attachment 14	Disabled Veteran Business Enterprise (if applicable). Additional information about this preference can be found online at <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">www.dgs.ca.gov/pd/Programs/OSDS.aspx</a> .
<input type="checkbox"/> Attachment 15	Securities and Exchange Commission Form ADV (Part 1 and Part 2) or Proof of Exemption
<input type="checkbox"/> Attachment 16	Qualification to Do Business in the State of California

**ATTACHMENT 2**

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- C. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

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

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

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

**ATTACHMENT 3**

**COST PROPOSAL WORKSHEET**

All specifications outlined in Section 3 of the RFP shall be met or the Bidder's proposal will be considered non-responsive and rejected.

DIRECT LABOR (Staff Level/Title)	HOURS <sup>1</sup>	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<b><u>TOTALS</u></b>
		X	\$	=	\$	
		X	\$	=	\$	
		X	\$	=	\$	
		X	\$	=	\$	
		X	\$	=	\$	
<i>TOTAL DIRECT LABOR</i>	<b>200</b>					\$ (A)
<b>INDIRECT COSTS (OVERHEAD &amp; FRINGE BENEFITS)</b>				<b>%</b>	<b>TOTAL</b>	
Overhead Rate				%	\$	
Fringe Benefits				%	\$	
					<i>TOTAL INDIRECT COSTS</i>	\$ (B)
<b>TRAVEL COSTS</b>					<b>TOTAL</b>	
Travel Costs					\$10,000	
					<i>TOTAL TRAVEL COSTS</i>	\$ 10,000 <sup>2</sup> (C)
<b>DIRECT COSTS</b>					<b>TOTAL</b>	
Equipment and Supplies (Itemized)					\$	
Other Direct Costs (Itemized)					\$	
					<i>TOTAL DIRECT COSTS</i>	\$ (D)
					<b><i>TOTAL COST FOR ONE-YEAR CONTRACT TERM</i></b> <sup>3</sup>	\$

<sup>1</sup> Total shall be calculated assuming 200 hours of services provided by all levels of staff (includes subcontractors) per year.

<sup>2</sup> Travel costs are capped at \$10,000 per year and may not be modified. Travel costs are included in the total cost for the one-year contract term which is not to exceed \$150,000.

<sup>3</sup> Total shall be the sum of the totals for A-D and shall not exceed \$150,000 for the one-year contract term.

**ATTACHMENT 4**

**BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below five references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If five references cannot be provided, provide an explanation on an attached sheet of paper.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

<b>REFERENCE 4</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

REFERENCE 5			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

SUBCONTRACTOR REFERENCES (if applicable)

List below three references for services performed by your subcontractor(s) within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, provide an explanation on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

\*Optional

**ATTACHMENT 5**

**MINIMUM QUALIFICATIONS CERTIFICATION**

The firm certifies that it fulfills all of the minimum qualifications outlined in Section 2 of Request for Proposals No. ABLE 03-18 (the "RFP"). By signing this attachment, the firm also agrees to notify the ABLE Act Board immediately upon its failure to continue to meet the minimum qualifications, if selected as the investment consultant for the Board.

On behalf of \_\_\_\_\_, I certify that said firm  
(Firm Name)  
complies with the Minimum Qualifications set forth in Section 2 of the RFP.

\_\_\_\_\_  
(Authorized Signature of Firm)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**ATTACHMENT 6**

BIDDER DECLARATION (GSPD-05-105)

<https://www.documents.dgs.ca.gov/pd/poliproc/MASTER-biddeclarverbal08-09.pdf>

**ATTACHMENT 7**

**PAYEE DATA RECORD**

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

**ATTACHMENT 8**

**CONTRACTOR'S CERTIFICATION CLAUSES**

**CCC 04/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) 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 agreements if the department determines 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. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to 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.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 9**

**DARFUR CONTRACTING ACT CERTIFICATION FORM**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

**Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):**

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 10**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**ATTACHMENTS 11, 12 & 13**

**PREFERENCE PROGRAMS (IF APPLICABLE)**

Attach proof in claiming Small Business or Microbusiness Preference, Non-Small Business Preference, or Target Area Contract Preference Act Program, if applicable.

**Small Business or Microbusiness Preference**

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

**Non-Small Business Preference**

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

**Target Area Contract Preference Act (TACPA) Program**

[www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx](http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx)

## ATTACHMENT 14

### CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM PARTICIPATION INSTRUCTIONS

**DVBE PARTICIPATION REQUIREMENT.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This RFP DOES NOT include a minimum DVBE participation requirement. DVBE participation is NOT required in the bid or proposal. However, a DVBE incentive will be applied as provided below.**

**DVBE INCENTIVE.** The State will apply a DVBE incentive for responsive bids or proposals (herein “bid” or “bids”) from responsible bidders that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

<b>Confirmed DVBE Participation of</b>	<b>DVBE Incentive</b>
5% and above	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price – The DVBE incentive is applied by reducing the bid price by the amount of DVBE incentive as computed from the lowest responsive bid price submitted by a responsible bidder. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

(2) Awards based on high score – The DVBE incentive is a percentage of the total possible available points, not including points for socioeconomic incentives or preferences. The DVBE incentive points are included in the sum of non-cost points. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form **STD. 843 (Disabled Veteran Business Enterprise Declaration)**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: [www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf). The completed form should be included with the bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

## RESOURCES AND INFORMATION\*

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**U.S. Small Business Administration:**

Central Contractor Registration on-line database  
[www.ccr.gov](http://www.ccr.gov)

**FOR:**

Service-Disabled Veteran-Owned  
Businesses in California

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**Local Organizations:**

DVBE local contacts  
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

**FOR:**

List of Potential DVBE Subcontractors

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**Department of General Services, Procurement Division  
(DGS-PD) eProcurement:**

Website: <https://caleprocure.ca.gov/>  
Phone: (916) 375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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**DGS-PD Office of Small Business and DVBE Services (OSDS):**

707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>  
OSDS Receptionist: (916) 375-4940  
PD Receptionist: (800) 559-5529  
Fax: (916) 375-4950  
Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

**FOR:**

- Directory of OSDS Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- SB/DVBE Advocates
- Lists of Trade and Focus Publications

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**Commercially Useful Function Definition**

Military and Veterans Code section 999(b)

California Code of Regulations, title 2, section 1896.62(l)

**ATTACHMENT 15**

**SECURITIES AND EXCHANGE COMMISSION FORM ADV (PART 1 AND PART 2)**  
**OR**  
**PROOF OF EXEMPTION**

Bidder must be a registered investment advisor or exempt from registration. Bidder must attach its Form ADV (Part 1 and 2) as currently on file with the Securities and Exchange Commission or it must provide Proof of Exemption from Registration.

**ATTACHMENT 16**

**QUALIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA**

Attach a copy of this certificate of registration with the California Secretary of State or otherwise establish that the Bidder's firm will be qualified to do business in the State of California.

**SAMPLE STANDARD AGREEMENT**

STATE OF CALIFORNIA

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**ABLE 03-18**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California ABLE Act Board

CONTRACTOR'S NAME

**[TO COME]**

2. The term of this Agreement is: **April 1, 2019** to **March 31, 2020**  
(Pending DGS approval) (with two (2) one-year options to extend)

3. The maximum amount of this Agreement is: **\$150,000.00**  
One hundred fifty thousand dollars and zero cents

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

- Exhibit A – Scope of Work **3 pages**
- Exhibit B – Budget Detail and Payment Provisions **2 pages**
- Exhibit C\* – General Terms and Conditions **GTC 04/2017**

Check mark one item below as Exhibit D:

- Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement) **7 pages**
- Exhibit – D\* Special Terms and Conditions

Resumes

**RFP ABLE 03-18 and Contractor's response thereto are hereby incorporated by reference and made a part of this agreement.**

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California ABLE Act Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Dante Allen, Executive Director

ADDRESS

915 Capitol Mall, Room 590, Sacramento CA 95814

*California Department of General  
Services Use Only*

Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

The Scope of Work is comprised of this Section of Exhibit A and the Contractor's Proposal submitted in response to the RFP. The following Scope of Work details the Board's services expectations for the Contractor.

1) The 529A investment consultant will assist the Board in fulfilling its fiduciary duties to the Trust, which includes the following:

- The Contractor will, under the direction of the Board or its designee, analyze and evaluate asset allocation plans for the Trust based on the expected use of accounts by eligible beneficiaries as well as risk reduction.
- The Contractor will create and regularly review an investment policy statement and monitoring procedures.
- As needed, the Contractor will participate in the development of request for proposals and the subsequent selection processes as subject matter expert to procure various program services, such as an investment manager and program administrator.
- The Contractor will advise the Board or its designee on which data should be reported quarterly by the program and/or investment manager(s).
- The Contractor will review and analyze the investment performance of the program and/or investment manager(s) of the Trust using criteria adopted by the Board; the Contractor will periodically perform additional evaluations comparing Program investment performance and fees to the performance of national and/or other state 529A plans.
- The Contractor will conduct monthly monitoring and provide quarterly evaluations of the Trust that compare monthly investment results to appropriate indices and Board policies, including compliance by the program manager(s) to these policies, and provide evaluations to the Board or its designee within 10 business days of receiving the data from the program manager(s).
- The Contractor will provide assistance to the Board in understanding various investment vehicles and the investment market generally. This assistance may include providing training seminars to the Board and its staff, as necessary, on rates of return, investment products, strategies or other fundamental concepts of investing.
- The Contractor will inform the Board or its designee in the event of significant changes in the investment climate or market conditions that could affect Trust investments.
- The Contractor will provide general advice, counsel, and recommendations on a variety of investment related matters regarding the Trust including investment personnel, investment strategy, investment portfolio addition or division, as well as overall investment health of the program and/or investment manager(s), other 529A vendors, and 529A industry issues and trends.
- The Contractor will work with the Board's consultants and program and/or investment manager(s) as needed.
- The Contractor will attend or otherwise participate in all Board meetings unless notified otherwise by the Board.

**EXHIBIT A  
(Standard Agreement)**

- The Contractor will be available to consult with Board members and the Executive Director from 8am to 5pm Pacific Time, Monday through Friday.
- The Contractor will respond to the need for telephone consultation within a 24-hour period and be available for meetings with the Board with no greater than 10 days' notice.

2) The services shall be performed at the offices of the Contractor and at the offices of appropriate affiliates, related entities, subsidiaries and subcontractors; however there will be some mandatory meetings in or near Sacramento, California.

3) Contractor is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel must be pre-approved by the Board.

4) The performance of the Contractor will be evaluated based on the criteria outlined below.

- Responsiveness and timeliness in responding to inquiries made by the Board (members, Executive Director, and staff).
- Availability to the Board for conference calls and board meetings, as needed.
- Quality, completeness and timeliness in providing reports, memos, analyses and recommendations to the Board for review and consideration.
- Quality and accuracy of information, data and support included in all product submitted to the Board.
- Ability to provide the Board with, or direct the Board, to appropriate resources for information.
- Ability to provide the Board with up-to-date information on industry standards, changes in the law and state comparisons.
- Availability of resources to adequately perform on contract requirements (staff, consultants, etc).
- Demonstrates working relationships with industry peers and organizations.
- Demonstrates the ability to provide day-to-day management of tasks, coordination of support and administrative activities, and supervision of all Contractor employees.
- Possesses the technical and functional skills, and knowledge to direct all aspects of the contract.

5) The project representatives during the term of this agreement will be:

State Agency: ABLE Act Board	Contractor:
Name: Dante Allen, Executive Director	Name:
Phone: (916) 653-4046	Phone:
Fax: (916) 589-2860	Fax:

Direct all inquiries to:

State Agency: ABLE Act Board	Contractor:
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**EXHIBIT A  
(Standard Agreement)**

	Section/Unit:
Attention: Dante Allen	Attention:
Address: 915 Capitol Mall, Room 590 Sacramento, CA 95814	Address:
Phone: 916-653-4046	Phone:
Fax: 916-589-2860	Fax:

6) Distribution/Ownership/Confidentiality of Data

The distribution of all data produced by the Contractor is restricted to the Board. This data becomes property of the Board, and the Board reserves exclusive rights to its further dissemination. In addition, Contractor shall keep confidential any information which identifies, or may identify, ABLE Act Program account holders.

7) Conflict of Interest

In the event that during the term of the agreement, the Contractor begins a contractual or other business relationship with any investment management services contractor that provides services for the Trust or any investment manager directing funds in the ABLE Act Program portfolio, either on its own or in partnership, with other entities, it shall provide prior notification to the Board. Should the Contractor begin such a relationship, the agreement may be terminated immediately by the Board on the ground of conflict of interest and any payments made subsequent to the creation of the conflict shall be disgorged by the agreement. Also, the Contractor may continue to perform and receive payment under this agreement only if the Board executes a written waiver of conflict, which waiver may not be given retroactive effect.

This section applies to any subcontractors the Contractor may utilize for this agreement. Ownership of an ABLE Act Program account does not constitute a business relationship for the purposes of this article.

8) Agreement Extension

The Board shall have two (2) options to extend this agreement for up to one (1) year. The Contractor will be evaluated based on the criteria outlined in Section 4 of Exhibit A to determine the quality of work and if renewal of the agreement is warranted. The amendments to extend the agreement for up to one year will be subject to the approval of the Board and the Department of General Services.

If the agreement is extended for one (1) year, all rates, as stated in Appendix 1 of Exhibit B (Cost Proposal Worksheet), shall remain the same for the extension term. Travel costs for a one year extension are capped at \$10,000 and is included in the annual cost of the contract which is not to exceed \$150,000.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1) Invoicing and Payment**

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified herein, which is attached hereto as Appendix 1 of Exhibit B and made part of this agreement. It shall be the State's sole determination as to whether services have been satisfactorily rendered. Travel costs are capped at \$10,000 per year. The rates for necessary traveling expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

ABLE Act Board  
915 Capitol Mall, Room 590  
Sacramento, CA 95814  
Attention: Carrie Fisher Stone, Deputy Executive Director

In consideration for the satisfactory completion of the services described herein, the State agrees to pay Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement. The invoice shall be submitted by Contractor in sufficient scope and detail to define the actual work performed, including a description of the activities of Contractor and subcontractors, if any, and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth herein or as attached hereto.

**2) Budget Contingency Clause**

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

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

**3) Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

















**EXHIBIT D  
(Standard Agreement)**

**34. Darfur Contracting Act**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 11475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 11475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 11476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 11477(a).)

Therefore, Public Contract Code section 11478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 11477(b).

**35. Labor Neutrality Policy**

ABLE recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

**36. Conflict of Interest; No Profit**

a. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

b. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.