
DECEMBER 18, 2017

AGENDA ITEM 5
INFORMATION ITEM

CALIFORNIA SECURE CHOICE RETIREMENT SAVINGS INVESTMENT BOARD

Resolution No. 2017-10: Authority to Release Request for Proposals for Legal Services

Background

Agreement CSCRSIB02-14 (“Agreement”) between the California Secure Choice Retirement Savings Investment Board (“Board”) and K&L Gates, LLP for legal services was executed in February 2015 to identify and advise on legal issues regarding the development and implementation of the California Secure Choice Retirement Savings Program (“Secure Choice” or “the Program”).

The Board will require continued legal advice necessary to ensure Secure Choice will comply with federal and state law as Secure Choice staff and the Board continue to develop, implement, and operate the Program.

The Agreement is due to expire March 31, 2018. Due to the need for continued legal advice, Secure Choice staff recommends the Board authorize the Executive Director to release request for proposals number CSCRSIB08-17 (“the RFP”) for legal services.

Costs

Staff anticipate the need for legal services to be occasional and necessary only for explicit requests by the Board or staff. In particular, staff estimate legal services may be necessary to advise the Board on decisions regarding regulations, decisions regarding the investment options to be provided by the Program, changes to federal and state laws and regulations, and other *ad hoc* policy matters.

Staff recommend the maximum contract budget to be \$350,000 over a two-year term. The Board shall have the right to amend the term and budget of the contract at its discretion. Such a budget would be slightly below typical expenditures under the existing Agreement. Staff believe the need for legal services to be significantly less than had been necessary under the agreement. However, should the need arise for significantly more legal services, the Board shall have the ability to either amend the contract or conduct an additional procurement.

Contract Term

Staff recommend a contract term of two years, with the option to extend for additional time..

Procurement Timeline

If the Board approves release of the RFP at the December 18, 2017 Board meeting, staff estimate the contract for legal services could be executed by March 31, 2018, the date after which the Agreement expires. A table with estimated key action dates is included below:

Date	Action
January 2, 2018	RFP available to Prospective Bidders
January 9, 2018	Deadline to Submit any Written Questions
January 12, 2018	Answers to Written Questions
January 23, 2018	Deadline to Submit Proposals
January 23 - February 9, 2018	Evaluation of Proposals
February 5, 2018	Optional Interviews
February 12, 2018	Notice of Intent to Award Contract
February 26, 2018	Board Approval
March 15, 2018	Proposed Contract Start Date

Staff Recommendation

Secure Choice staff recommends the Board approve Resolution No. 2017-10 of the California Secure Choice Retirement Savings Investment Board relating to the approval to release request for proposals number CSCRSIB08-17 for legal services.

Attachments

- Attachment #1: Resolution No. 2017-10
- Attachment #2: Request for Proposals no. CSCRSIB08-17

California Secure Choice Retirement Savings Investment Board

Request for Proposals CSCRSIB08-17
Legal Services
Notice to Prospective Bidders

January 2, 2018

You are invited to review and respond to this Request for Proposals No. CSCRSIB08-17 ("RFP") for legal 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.

If you do not have internet access, a hard copy of the RFP can be provided upon request by contacting the person listed below.

All responses to this RFP must be submitted in hard copy and electronic copy (by thumb drive or disc) and received by the Board no later than **4:00 p.m. Pacific Time on January 23, 2018**. Email or faxed submissions will not be accepted. All proposals must be mailed or delivered to:

California Secure Choice Retirement Savings Investment Board
915 Capitol Mall, Room 435
Sacramento, California 95814
Attention: Katie Selenski, Executive Director

In the opinion of the California Secure Choice Retirement Savings Investment Board, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, contact Katie Selenski, Executive Director, by email at kaselenski@treasurer.ca.gov. See Section C(2) of this RFP.

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

PLEASE CAREFULLY READ THE RFP AND FOLLOW THE INSTRUCTIONS.

Members

JOHN CHIANG,
CHAIRMAN
State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

EDWARD J. DE LA ROSA

HEATHER HOOPER

ROBERT PURCELL

WILLIAM SOKOL

YVONNE R. WALKER

DORA WESTERLUND

Table of Contents

Section	Page
A) Purpose and Description of Services	3
B) Minimum Qualifications for Bidders	4
C) Proposal Requirements and Information.....	4
1) Key Action Dates	4
2) Questions and Answers.....	5
3) Submission of Proposal.....	5
4) Evaluation Process.....	7
5) Award and Protest.....	8
6) Disposition of Proposals.....	9
7) Agreement Execution and Performance.....	9
D) Qualifications	9
1) Experience	9
2) Qualifications of Personnel	9
3) References	10
E) Cost Proposal.....	10
F) California DVBE and Preference Programs	10
G) Required Attachments	12

Attachments

- Attachment 1 - Required Attachment Check List
- Attachment 2 - Proposal/Proposer Certification Sheet
- Attachment 3 - Cost Proposal Worksheet
- Attachment 4 - Bidder References
- Attachment 5 - Minimum Qualifications Certification
- Attachment 6 - Payee Data Record (STD. 204)
- Attachment 7 - Contractor Certification Clauses (CCC 04/2017)
- Attachment 8 - Darfur Contracting Act Certification Form
- Attachment 9 - Small Business or Microbusiness Preference (if applicable)
- Attachment 10 - CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions
- Attachment 11 - Non-Small Business Preference (if applicable)
- Attachment 12 - Target Area Contract Preference Act (if applicable)
- Attachment 13 - California Civil Rights Laws Certification
- Attachment 14 - Bidder Declaration
- Attachment 15 - Resumes of Key Personnel

Sample Standard Agreement

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

A) Purpose and Description of Services

Background

Legislation enacted in 2016 (Senate Bill 1234, Ch. 804, Stats. 2016) authorizes the California Secure Choice Retirement Savings Investment Board ("the Board") to develop and implement the California Secure Choice Retirement Savings Program ("the Program" or "Secure Choice"). After the Program is operational, the Act requires employers of at least five employees to provide their employees access to the Program if they don't already offer a tax-favored retirement plan. The Act requires the Program be structured in a manner to keep the Program from being classified as an employee benefit plan subject to the federal Employee Retirement Income Security Act ("ERISA") and that the Program accounts qualify for the favorable federal income tax treatment ordinarily accorded to Individual Retirement Account ("IRA") arrangements under the Internal Revenue Code.

Legal services are necessary to advise the Board and staff on the design and operation of the Program. External legal counsel is necessary to ensure the Program is compliant with federal laws and regulations including, but not limited to, advice on ERISA, laws and regulations governing IRAs, federal securities laws, and California state laws relevant to the operation of the Program. Counsel will also be necessary to keep the Program apprised on potential federal and state legislation or litigation involving the Program or similar programs operating in other states that may impact operation of the Program.

The Program anticipates services will be necessary on an ad hoc basis depending on distinct needs from the Program regarding subjects including, but not limited to, development of regulations necessary for operation of the Program, refining policies and procedures for the Program, and hiring of third-parties for operation of the Program.

Scope of Work

External legal counsel will provide the Program legal analysis and advice necessary for the implementation and operation of the Program, which include the following services:

1. Provide legal analysis and advice on subjects requested by the Program including, but not limited to, compliance with state and federal laws; development of regulations, policies, and procedures to operate the Program; procurement of third-party administrators; and, if applicable, the impact of litigation, legislation, or regulations on the operations of the Program.
2. Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
3. Coordinate work with other contractors hired by the Program, as well as the Office of the Attorney General of California and any external legal counsel retained by the Office of the Attorney General of California for workload related to the Program.
4. Attend Board meetings (physically or telephonically) upon direction from staff (approximately one per month) and other meetings as requested.
5. In all respects, represent the best interests of the Board, the Program, and the State of California.

The term of the agreement entered into pursuant to this RFP, if any, will be two years. The total amount of the contract shall not exceed \$350,000 over the term. The Board shall have the option to extend the term or budget amount of the contract at its discretion. 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. Any contract amendments will be subject to the approval of the Board and the Department of General Services.

The services shall be primarily 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.

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.

The distribution of all materials produced by the Contractor is restricted to the Board. These materials become property of the Board, and the Board reserves exclusive rights to its further dissemination.

B) Minimum Qualifications for Bidders

The law firm must have, at a minimum, the following qualifications and experience:

1. An office established in the State of California.
2. License to do business in the State of California.
3. The lead attorney in charge of the work of all the attorneys that would provide legal services under the contract must be identified and must be an active member of the State Bar of California. All other attorneys must be active members of the State Bar of California or admitted to practice law in another state or Washington, D.C.
4. Possess and maintain legal malpractice insurance in an amount not less than \$1,000,000. The law firm must be able to provide evidence of malpractice insurance coverage for the law firm and its attorneys, including coverage amounts.
5. At least five (5) years of experience with matters concerning ERISA and federal securities laws.

C) Proposal Requirements and Information

1) 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)).

Date	Action
January 2, 2018	RFP available to Prospective Bidders
January 9, 2018	Deadline to Submit any Written Questions
January 12, 2018	Answers to Written Questions
January 23, 2018	Deadline to Submit Proposals
January 23 - February 9, 2018	Evaluation of Proposals
February 5, 2018	Optional Interviews
February 12, 2018	Notice of Intent to Award Contract
February 26, 2018	Board Approval
March 15, 2018	Proposed Contract Start Date

The Board reserves the right to change the above dates and times, and, if so, potential Bidders will be notified via email and an addendum will be issued. The Board also reserves the right not to award an Agreement at all.

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 January 9, 2018 by email to kselenski@treasurer.ca.gov.

Answers to all written questions received by 4:00 p.m. PT on January 9, 2018 will be available online at <http://www.treasurer.ca.gov/scib> by close of business on January 12, 2018.

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:

▪ **Include a cover letter with the following information:**

- The name, address, email, phone and fax numbers of the principal contact responsible for the oversight of the agreement. Indicate the availability of this person for meetings with the Board.
 - The name, address, email, phone and fax numbers of the project representative who will be available to the Board on a day-to-day basis during the term of the agreement.
 - The name, address, email, phone, fax number and name of a key contact at each partner, if a consortium, and subcontractor and what the aforementioned would be responsible for under the agreement.
- c) All proposals must be submitted in hard copy and electronic copy (by thumb drive or disc) under sealed cover and received by the Board by 4:00 pm PT on January 23, 2018. **Proposals received after this date and time will not be considered.** Proposals received by fax or email will be rejected.
- d) A minimum of one (1) original and five (5) hard copies of the proposal must be submitted. Each Bidder must also submit an electronic version of the proposal on a thumb drive or a disc. Proposals must be mailed or delivered to the following address:

California Secure Choice Retirement Savings Investment Board
Attention: Katie Selenski, Executive Director
915 Capitol Mall, Room 435
Sacramento, California 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 a 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. CSCRSIB08-17
California Secure Choice Retirement Savings Legal 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 Qualification Certification that is included in Attachment 5 will not be considered. Proposals shall include each of the attachments (if applicable) on the Required Attachment Check List in Section G. Proposals that do not comply with the requirements of the RFP shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.
- h) 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.
- i) 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 an immaterial deviation in a proposal. The Board's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Bidder from full compliance with all requirements if awarded the agreement.
- j) The Bidder is entirely 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.
- k) An individual who is authorized to bind the proposing firm contractually shall sign Required Attachment 2, 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.
- l) 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 C(1). 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.
- m) A Bidder may withdraw its proposal by submitting a written withdrawal request to the Board, signed by the Bidder or an authorized agent. 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.
- n) The Board may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum.
- o) The Board reserves the right to reject all proposals. The Board is not required to award an agreement.

- p) Before submitting a proposal, Bidders should carefully review the proposal, correct all errors and confirm compliance with the RFP requirements.
- q) 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 to believe that collusion exists among the Bidders, none of the participants in such collusion will be considered in this or future procurements.
- r) No oral understanding or agreement shall be binding on either party.

4) Evaluation Process

- a. The initial review of the proposals will confirm that all information and required attachments have been submitted in conformity with the requirements of this RFP. The absence of required information and attachments will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Responsive proposals will then be reviewed and scored by an evaluation committee. The categories and the corresponding total possible points for each category is as follows:

Scored Categories	Total Possible Points	
	without Interview	with Interview
Qualifications & Experience	70	70
Cost	30	39
Total Possible Points First Phase	100	109
Optional Interview	--	20
Total Possible Points	100	129

The evaluation committee will allot points for each component of the RFP, up to 129 points. The scoring will be done in two phases. The first phase based upon the written submission will be worth 100 points, with all items being scored with the exception of the Interview portion. The highest scoring Bidders after the first phase is completed may be contacted for an interview.

The Cost component shall be worth 30 percent of the total score, regardless of whether or not interviews are conducted. For example, if interviews are not conducted, Cost shall be worth 30 points of the total possible 100 points. Conversely, if interviews are conducted, Cost shall be worth 39 points of the total possible 129 points.

Interviews, if any, will be scored based on the Bidders' responses to the same set of questions that will be asked of all Bidders invited for the interview phase. The Bidder's Interview score (up to 20 points) will be added to the Bidder's first phase score (with a recalculation of the Cost score to ensure Cost is always worth 30 percent of the total score), and the Bidder earning the highest total score will be announced as the winner.

The Board reserves the right to not conduct interviews if deemed unnecessary to the selection of a legal consultant.

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

Points Awarded	Interpretation	General Basis for Point Assignment
100%	Exceptional	Category is addressed with the highest degree of confidence in the bidder's response. The response exceeds the Board's needs, requirements or expectations with superior background/experience/expertise
80%	Excellent	Response fully meets the Board's needs, requirements or expectations with a high degree of confidence in the bidder's response. Bidder offers one or more enhancing feature, method, or approach exceeding basic expectations.
60%	Good	Response fully addresses category being scored. Good degree of confidence in the bidder's response. Minimal weaknesses are acceptable.
40%	Adequate	Response (i.e. content and/or explanation offered) is adequate to meet the Board's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
20%	Minimally adequate	Minimally addresses the category being scored, but one or more major considerations of the category are not addressed, or addressed in such a limited way that it results in a low degree of confidence in the bidder's response.
0%	Inadequate	Fails to address any portion of the category being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.

- 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 agreement will be awarded to the responsible and responsive Bidder earning the highest total score.
- e. The Board is not required to award an agreement.

5) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of the Board, 915 Capitol Mall, Sacramento, California 95814 and on the Internet at <http://www.treasurer.ca.gov/scib> for five (5) working days prior to awarding the agreement.
- b) If any Bidder, prior to the award of agreement, files a protest with Board and the DGS Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605, on the grounds that the protesting Bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, 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 statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the Board the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the Board.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the Board, page one (1) of the Contractor Certification Clauses (CCC 04/2017), which can be found on the Internet at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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.

7) Agreement Execution and Performance

- a) Performance shall start on the contract start date, or on the express date set by the awarding agency 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 awarding agency, 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.
- c) The General Terms and Conditions included as Exhibit C to the Sample Standard Agreement are not negotiable. Exhibit C (currently GTC 04/2017) can be found online at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

D) Qualifications and Experience

1. Experience: Describe your law firm's practice in tax and employee benefit laws concerning ERISA and federal securities law.

Describe your law firm's qualifications and experience serving as counsel relating to the implementation or administration of retirement savings programs, including IRAs and programs covered by ERISA, during the last five (5) years.

Discuss the overall experience of your law firm that demonstrates your law firm's ability to successfully complete the "Scope of Services", Section A, Item 2.

2. Qualifications of personnel: Identify the personnel that will be providing the services if your law firm is selected, including years and type of experience for each person. Experience should include number of years at the current law firm as well as all prior relevant employment. Please also include staff of subcontractors, if any. The law firm 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 State.

Identify the role each person will serve in the contract and his/her title.

Provide detailed resumes for individuals that will be directly involved in providing the services under the contract including any proposed subcontractors and their employees, if any.

3. References (Attachment 4) - Submit at least three (3) references from clients for which your law firm has provided legal services similar to "Scope of Services", Section A, Item 2 within the last five (5) years.

E) Cost Proposal (Maximum of thirty (30) or thirty-nine (39) points)

Use the Cost Proposal Worksheet (Attachment 3) to prepare your cost proposal. Review this section and the Cost Proposal Worksheet, including your calculations, carefully. Mathematical errors may be corrected by the State.

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

Lowest cost proposal, based on the "Total Cost" on the Cost Proposal Worksheet (Attachment 3) is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

$$\begin{aligned} &(\text{lowest cost proposal} / \text{other cost proposal}) = (\text{factor}) \\ &(\text{factor}) \times \text{maximum cost points} = \text{cost points for other proposal} \end{aligned}$$

EXAMPLE: A maximum of 30 cost points is available.

$$\begin{aligned} \text{lowest cost proposal} &= \$75,000 \\ \text{other cost proposal} &= \$100,000 \end{aligned}$$

$$\$75,000 / \$100,000 = \frac{3}{4}$$

$$\frac{3}{4} \times 30 \text{ maximum cost points} = 22.5 \text{ cost points for other proposal}$$

EXAMPLE IF OPTIONAL INTERVIEW IS CONDUCTED: A maximum of 39 points is available.

$$\begin{aligned} \text{Lowest Bidder's Cost Proposal} &= \$75,000 \\ \text{Other Bidder's Cost Proposal} &= \$100,000 \end{aligned}$$

$$(\text{Lowest Bidder's cost proposal} / \text{Other Bidder's cost proposal}) = \$75,000 / \$100,000 = \frac{3}{4}$$

$$\text{Cost points awarded to Other Bidder} = \frac{3}{4} \times 39 \text{ maximum cost points} = 29 \text{ cost points}$$

F) California Disabled Veteran Business Enterprise and Preference Programs

Disabled Veteran Business Enterprise (DVBE) Incentive Program – OPTIONAL

This solicitation provides an incentive for DVBE participation. 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 bidders 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 10 outlines the DVBE Incentive Program. Bidders seeking the DVBE incentive must submit a completed Bidder Declaration (GSPD-05-105) that demonstrates DVBE participation and qualification for a DVBE incentive, with bid submittal. The DVBE Incentive participation is optional and at the discretion of the proposing firm.

NOTE: For this solicitation, the Incentive application is based on the High Score Method and shall not exceed five percent (5%), nor be less than three percent (3%) of the total score (see table in Attachment 13). The Disabled Veteran Business Enterprise (DVBE) participation requirements for this RFP and contract have been waived.

Small Business or Microbusiness Preference (www.pd.dgs.ca.gov/smbus/default.htm)

A five percent (5%) preference will be applied to certified small business firms 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 p.m. 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 Office of Small Business & DVBE Services ("OSDS") at (916) 375-4940 or can be found at the website listed above.

Non-Small Business Preference (www.pd.dgs.ca.gov/smbus/default.htm)

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 p.m. 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.

Target Area Contract Preference Act (TACPA) (www.dgs.ca.gov/pd/Programs.aspx)

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.pd.dgs.ca.gov/edip/tacpa.htm>

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)

G) 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 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>
____ Attachment 1	Required Attachment Check List
____ Attachment 2	Proposal/Proposer Certification Sheet
____ Attachment 3	Cost Proposal Worksheet
____ Attachment 4	Bidder References
____ Attachment 5	Minimum Qualifications Certification
____ Attachment 6	Payee Data Record (STD.204)
____ Attachment 7	Contractor Certification Clauses (CCC 04/2017)
____ Attachment 8	Darfur Contracting Act Certification Form
____ Attachment 9	Small Business or Microbusiness Preference (if applicable)
____ Attachment 10	CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions
____ Attachment 11	Non-Small Business Preference (if applicable)
____ Attachment 12	Target Area Contract Preference Act (if applicable)
____ Attachment 13	California Civil Rights Law Certification
____ Attachment 14	Bidder Declaration (GSPD05-105)
____ Attachment 15	Resumes of Key Personnel

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

ATTACHMENT 3

COST PROPOSAL WORKSHEET

DIRECT LABOR

Provide the description (name, title), hourly rate, and number of hours for each attorney that will provide services under the contract.

	<u>Rate</u>		<u>Hours</u>			
Lead Attorney	\$ _____	x	_____	hours	=	\$ _____
Partner	\$ _____	x	_____	hours	=	\$ _____
Associate	\$ _____	x	_____	hours	=	\$ _____

(A) TOTAL DIRECT LABOR COSTS \$ _____

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

Overhead Rate	% _____	\$ _____
Fringe Benefits	% _____	\$ _____

(B) TOTAL INDIRECT COSTS \$ _____

DIRECT COSTS (EXCEPT LABOR)

Travel Costs*	\$ _____
Equipment and Supplies (Itemized)	\$ _____
Other Direct Costs (Itemized)	\$ _____

(C) TOTAL DIRECT COSTS (EXCEPT LABOR) \$ _____

TOTAL COST (proposal cost points will be based on this total amount) \$ _____

Add the totals in lines (A), (B), and (C) to achieve the Total Cost: (A)+(B)+(C) = Total Cost

*Travel costs will be paid based on 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.

*Optional

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.

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			

REFERENCE 4			
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

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 the minimum qualifications outlined in Section B of Request for Proposals No. CSCRSIB08-17 (the "RFP").

If applicable, the firm further discloses that it has the following existing contractual or business relationships with administrative and / or investment management firms that, to the best of its knowledge, provide services to the Trust:

List as applicable

On behalf of _____, I certify that said firm
(Firm Name)

complies with the Minimum Qualifications set forth in Section B of the RFP.

(Authorized Signature of Firm)

(Firm Name)

(Print Name)

(Date)

(Title)

ATTACHMENT 6

Payee Data Record

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

ATTACHMENT 7

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, 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 8

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, and 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>

ATTACHMENTS 9, 10, 11, & 12

PREFERENCE PROGRAMS (IF APPLICABLE)

Attach proof in claiming Small Business or Microbusiness Preference, DVBE Participation, Non-Small Business Preference, or TACPA, if applicable.

Small Business or Microbusiness Preference

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

CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions

<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)

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

ATTACHMENT 13

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>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</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>	

ATTACHMENT 14

Bidder Declaration and Instructions

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

ATTACHMENT 15

RESUMES OF KEY PERSONNEL

Name of Firm:	
Please attach resumes for each identified key personnel who will be directly involved in providing these services.	

Name:	Percent of Effort %
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Firm?
Experience:	

Name:	Percent of Effort %
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Firm?
Experience:	

SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER CSCRSIB08-17
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- | |
|---|
| STATE AGENCY'S NAME
California Secure Choice Retirement Savings Investment Board |
| CONTRACTOR'S NAME |
- 2 The term of this Agreement is:
3. The maximum amount of this Agreement is: **\$350,000.00**
 Three hundred thousand fifty 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 | 2 pages |
| Exhibit A, Attachment 1 – Resumes of Key Personnel | 1 page |
| Exhibit B – Budget Detail and Payment Provisions | 1 page |
| Exhibit B, Attachment 1 – Cost Proposal | 1 page |
| Exhibit C* – General Terms and Conditions | GTC04/2017 |
- Check mark one item below as Exhibit D:
- | | | |
|-------------------------------------|--|----------------|
| <input checked="" type="checkbox"/> | Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement) | 6 pages |
| <input type="checkbox"/> | Exhibit – D* Special Terms and Conditions | |

RFP CSCRSIB08-17 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		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a</i>		
BY <i>(Authorized Signature)</i> <i>/s/</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt
AGENCY NAME California Secure Choice Retirement Savings Investment Board		
BY <i>(Authorized Signature)</i> <i>/s/</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

**EXHIBIT A
(Standard Agreement)**

Scope of Work

External legal counsel will provide the Program legal analysis and advice necessary for the implementation and operation of the Program, which include the following services:

1. Provide legal analysis and advice on subjects requested by the Program including, but not limited to, compliance with state and federal laws; development of regulations, policies, and procedures to operate the Program; procurement of third-party administrators; and, if applicable, the impact of litigation, legislation, or regulations on the operations of the Program.
2. Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
3. Coordinate work with other contractors hired by the Program, as well as the Office of the Attorney General of California and any external legal counsel retained by the Office of the Attorney General of California for workload related to the Program.
4. Attend Board meetings upon direction from staff (approximately one per month) and other meetings as requested.
5. In all respects, represent the best interests of the Board, the Program, and the State of California.

The term of the agreement entered into pursuant to this RFP, if any, will be two years. The total amount of the contract shall not exceed \$350,000 over the two-year term. The Board shall have the right to amend the term or budget of the contract at its discretion. 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. Any amendment to the contract will be subject to the approval of the Board and the Department of General Services.

The services shall be primarily 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.

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.

The distribution of all materials produced by the Contractor is restricted to the Board. These materials becomes property of the Board, and the Board reserves exclusive rights to its further dissemination.

EXHIBIT A
(Standard Agreement)

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

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor:
Name: Katie Selenski, Executive Director	Name:
Address: 915 Capitol Mall, Room 435 Sacramento, CA 95814	
Phone: (916) 653-4046	Phone:
Fax: (916) 653-3125	Fax:

**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 rates specified in Attachment B.1, which is attached hereto and made a part of this Agreement. The Contractor's rates shall remain the same throughout the term of the Agreement, including any and all amendments to the Agreement.

Travel costs shall be paid based on 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 from the State. Travel costs shall not exceed a total amount of \$20,000 over the contract term. Amounts reimbursed for travel shall be deducted from the contract maximum of \$350,000.00.

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

California Secure Choice Retirement Savings Investment Board
915 Capitol Mall, Room 435
Sacramento, CA 95814
Attention: Katie Selenski, 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.

- C. The total amount of the contract shall not exceed \$350,000, including travel reimbursement, over the two-year term.

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 C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or

partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a.A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

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 10475 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 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. 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 10477(a).)

Therefore, Public Contract Code section 10478(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 10477(b).

35. Labor Neutrality Policy

CSCRSIB 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.