



CALIFORNIA SECURE CHOICE RETIREMENT SAVINGS INVESTMENT BOARD

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Request for Qualifications CSCRSIB02-19 Legal Services Notice to Prospective Bidders

January 8, 2020

EXECUTIVE DIRECTOR
KATHLEEN SELENSKI

You are invited to review and respond to this Request for Qualifications No. CSCRSIB02-19 ("RFQ") for legal services.

Responses for these services must comply with the instructions included in the RFQ. The RFQ includes the Sample Standard Agreement the selected firm will be expected to execute.

The General Terms and Conditions and all Exhibits that are a part of the Sample Standard Agreement are not negotiable. By submitting a response, your firm agrees to the terms and conditions stated in this RFQ.

All responses to this RFQ must be submitted in hard copy and electronic copy (by unsecured thumb drive or compact disc) and received by the Board no later than **4:00 P.M. Pacific Time (PT) on January 22, 2020**. Email or faxed responses will not be accepted. All responses must be mailed or delivered to:

California Secure Choice Retirement Savings Investment Board
915 Capitol Mall, Suite 105
Sacramento, California 95814
Attention: Katie Selenski, Executive Director

In the opinion of the California Secure Choice Retirement Savings Investment Board, this RFQ 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 calsavers@treasurer.ca.gov.

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 RFQ AND FOLLOW THE INSTRUCTIONS.

1. PURPOSE AND DESCRIPTION OF SERVICES

1.1. Introduction

The California Secure Choice Retirement Savings Investment Board (“Board”) is the administrator of CalSavers Program (“Program”) as defined in Government Code section 100000(b), and the State agency responsible for the effective and efficient administration of the California Secure Choice Retirement Savings Trust (“Trust”).

The intent of this RFQ is to select a firm to provide External Legal Services for the Program. External legal counsel is necessary to ensure the Program is compliant with federal laws and regulations including 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.

1.2. Background and Program Overview

The CalSavers Program is a voluntary retirement savings program that enables employee participation through payroll contributions into a Roth or traditional IRA, with a Roth IRA as the default.

The Program is managed by the California Secure Choice Retirement Savings Investment Board – a transparent, nine-member Board chaired by the State Treasurer. The Program was created by Senate Bill number 1234, which was enacted in September 2016 and took effect January 1, 2017. The Program requires that all private sector employers with five or more employees that do not offer a qualified retirement savings vehicle as defined in California Code Section 100032(g)(1) or provide their employees access to the Program. Under the State law, facilitating employers are exempt from the Employee Retirement Income Security Act, enabling their employees access to an automatic payroll deduction IRA with limited administrative duties, no financial cost, and no fiduciary responsibility on the part of the employer.

Employees will benefit from the Program’s simple, portable, and low-cost retirement savings options. Contributions will be made directly from the employee’s payroll into an IRA, with the option to change their contributions, or opt out, at any time. The CalSavers account will follow employees wherever they go, through career and other life changes, allowing them to contribute to the same account through different participating employers. Administrative expenditures for the Program are statutorily capped at 1% of the total Program fund on and after six years from the date the Program is implemented, creating a low-cost mechanism for California workers to save for a secure retirement.

1.3. Scope of Work

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

- a) Provide legal analysis and advice on subjects requested by the Program including compliance with state and federal laws; development of regulations, policies, and procedures to operate the Program; procurement of contractors; and the impact of litigation, legislation, or regulations on the operations of the Program.
- b) Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
- c) 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.
- d) Attend Board meetings (physically or telephonically) upon direction from staff (approximately six per year) and other meetings as requested.
- e) In all respects, represent the best interests of the Board, the Program, and the State of California.

The rates specified shall remain the same throughout the term of the agreement. The contract will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by DGS. Any contract amendments will be subject to the approval of the Board and DGS.

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, the Contractor may be required to attend 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, including additions to the attorneys to the Agreement must be made through an amendment to the Agreement and approved by the Board and DGS.

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.

1.4. Term of Agreement

The term of the Agreement entered into pursuant to this RFQ, if any, will be April 1, 2020 (or upon approval by the DGS, whichever is later) through March 31, 2022, with an option to extend one year at the sole discretion of the Board. The amount of the Agreement will be \$350,000 for the first two years, and the total amount shall be no more than \$525,000 over the entire contract term, including all optional extensions.

2. MINIMUM QUALIFICATIONS

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

- a) An office established in the State of California.
- b) License to do business in the State of California.

- c) 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.
- d) Possess and maintain legal malpractice insurance in an amount not less than \$5,000,000. The law firm must be able to provide evidence of malpractice insurance coverage for the law firm and its attorneys, including coverage amounts.
- e) At least five (5) years of experience with matters concerning ERISA and federal securities laws.

3. OTHER REQUIREMENTS AND QUALIFICATIONS

3.1. 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 Work" in Section 1.3.

3.2. Personnel Experience and Qualification

Identify the personnel that will be providing the services if your law firm is selected, including years and type of experience for each person. Identify the role each person will serve in the contract and his/her title. 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.

3.3. Resumes and References

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.

Please submit a list of at least five (5) references (which the Board may contact) for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract.

3.4. Cost

Please provide the blended hourly rate for professional services, which is an average of the hourly rate for all professionals expected to provide services. The blended hourly rate will be the hourly rate your Firm will be paid for professional services if a contract is entered into with the Board.

Firms must submit cost for services as follows:

- Blended hourly rate for professional services = \$____./Hour

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. 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 \$525,000.00.

Support services and other expenses including but not limited to postage, courier, printing/reproduction costs, and conference calls will not be reimbursed.

The selected firm will be compensated for hours expended and actual expenses incurred by providing a detailed monthly invoice, which includes a basis for the costs, to the Board.

3.5. Questions and Answers

In the opinion of the Board, this RFQ 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 15, 2020** by email to calsavers@treasurer.ca.gov.

Answers to all written questions received by **4:00 P.M. PT on January 15, 2020** will be emailed to vendors by close of business on **January 17, 2020**.

3.6. Submission of Qualifications

- A) Responses should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFQ. The response must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection.
- B) In preparing responses, 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 responses must be submitted in hard copy and electronic copy (by unsecured thumb drive or disc) under sealed cover and received by the Board by **4:00 P.M. PT on January 22, 2020**. Responses received after this date and time will not be considered. Responses received by fax or email will be rejected.

- D) A minimum of one (1) unbound original and five (5) hard copies of the response must be submitted. Each response must also be submitted on an unsecured thumb drive or compact disc. Responses must be mailed or delivered to the following address:

**California Secure Choice Retirement Savings Investment Board
Attention: Katie Selenski, Executive Director
915 Capitol Mall, Suite 105
Sacramento, California 95814**

- E) The original response must be marked "ORIGINAL COPY". All documents contained in the original response package must have original signatures and must be signed by a person who is authorized to bind the responding firm. All additional sets may contain photocopies of the original package.
- F) Envelopes must be plainly marked with the RFQ number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Request for Qualifications No. CSCRSIB02-19
Legal Services
California Secure Choice Retirement Savings Investment Board
Firm Name
Firm Address
Contact Person and Phone Number
"DO NOT OPEN"**

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

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

- G) Responses must be submitted for the performance of all the services described herein. Any deviation from the scope of work specifications will not be considered and will cause a response to be rejected.
- H) The Board reserves the right to reject all responses. The Board is not required to award an Agreement.
- I) No oral understanding or agreement shall be binding on either party.

3.7. Agreement Execution and Performance

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 response price and the actual cost of performing work by another contractor.

All performance under the Agreement shall be completed on or before the termination date of the Agreement.

3.8. Disabled Veteran Business Enterprise (DVBE) Incentive Program

The Disabled Veteran Business Enterprise (DVBE) participation requirements for this RFQ and contract have been waived.

4. REQUIRED ATTACHMENTS

The following is a list of required attachments to be submitted. Attachments 1 through 6 must be submitted as part of the Firm's response to the RFQ. Attachment 7 is included as a reference.

<u>ATTACHMENT</u>	<u>ATTACHMENT NAME/DESCRIPTION</u>
<input type="checkbox"/> Attachment 1	Bidder References
<input type="checkbox"/> Attachment 2	Darfur Contracting Act Certification Form
<input type="checkbox"/> Attachment 3	California Civil Rights Laws Certification
<input type="checkbox"/> Attachment 4	State Bar of California Certification
<input type="checkbox"/> Attachment 5	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/> Attachment 6	Payee Data Record (STD. 204)
<input type="checkbox"/> Attachment 7	Sample Standard Agreement

ATTACHMENT 1 – BIDDER REFERENCES

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

Bidder must submit at least five (5) references (if a Bidder is a consortium or will use subcontractors, it should submit three (3) references for each member of the consortium, partner or subcontractor) for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Phone:	
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:		Phone:	
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:		Phone:	
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:

Phone:

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:

Phone:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

SUBCONTRACTOR REFERENCES (if applicable)

List below three (3) references for services performed by your subcontractor(s) within the last five (5) years, which are similar to the scope of work to be performed in this contract. If three (3) 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:		Phone:	
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:		Phone:	
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:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			

ATTACHMENT 2 – DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or responder 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 response, 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 three years,
Initials business activities or other operations outside of the United States
OR
- 2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but
Initials we have received written permission from the DGS to submit a bid or response
pursuant to Public Contract Code section 10477(b). A copy of the written permission
from DGS is included with our bid or response.
OR
- 3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below that
+ Certification we are not a scrutinized company

CERTIFICATION FOR #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective responder/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 3 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

ATTACHMENT 4 – STATE BAR OF CALIFORNIA CERTIFICATION

Include a copy of your State Bar of California Certification as Attachment 4.

ATTACHMENT 5 – 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:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State 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):

- a) 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.
- b) 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 6 – PAYEE DATA RECORD

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

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

STD 213 (Rev. 03/2019)

SAMPLE

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

CONTRACTING AGENCY NAME

California Secure Choice Retirement Savings Investment Board

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

April 1, 2020 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

March 31, 2022 (plus one optional one-year extension)

3. The maximum amount of this Agreement is:

\$350,000.00 (Three 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Key Personnel	
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions – GTC 04/2017	1
Exhibit D	Special Terms and Conditions	7
	RFQ No. CSCRSIB02-19 and Contractor's Response thereto are hereby incorporated by reference and made 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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

SAMPLE

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Secure Choice Retirement Savings Investment Board

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 105

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathleen Selenski

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

Contractor agrees to provide the California Secure Choice Retirement Savings Investment Board (the "Board" or "State") External Legal Services as described in Section 1.4 of Request for Qualifications No. CSCRSIB02-19 ("RFQ") and as restated herein:

- A) Provide legal analysis and advice on subjects requested by the Program including 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.
- B) Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
- C) 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.
- D) Attend Board meetings (physically or telephonically) upon direction from staff (approximately one per month) and other meetings as requested.
- E) In all respects, represent the best interests of the Board, the Program, and the State of California.

The rates specified in Exhibit B shall remain the same throughout the term of the agreement. The contract will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by DGS. Any contract amendments will be subject to the approval of the Board and DGS.

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, the Contractor may be required to attend 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, including additions to the attorneys to the agreement must be made through an amendment to the agreement and approved by the Board and DGS.

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)

Term of Agreement

The term of the agreement will be from April 1, 2020 (or upon approval by the State of California, whichever is later) through March 31, 2022, with an option to extend one additional year. Agreement shall not become effective until approved by the State of California, no work shall begin until the effective date. The amount of this agreement will be \$350,000 for the first two years, and the total amount of the agreement shall be no more than \$525,000 over the entire contract term, including all optional extensions.

Project Representatives

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

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor:
Name: Katie Selenski	Name:
Phone: 916-653-1744	Phone:
Fax: 916-653-3125	Fax:

Direct all inquiries to:

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor:
Name: Katie Selenski	Name:
Address: 915 Capitol Mall, Suite 105 Sacramento, CA 95814	Address:
Phone: 916-653-1744	Phone:
Fax: 916-653-3125	Fax:

EXHIBIT A – Attachment 1
(Standard Agreement)

KEY PERSONNEL

EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

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.

Blended hourly rate for professional services = \$ _____/hour

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 \$525,000.00.

Invoices shall include “**Agreement Number CSCRSIB02-19**” and shall be submitted not more frequently than monthly in arrears to:

California Secure Choice Retirement Savings Investment Board
915 Capitol Mall, Room 105
Sacramento, CA 95814
Attention: Katie Selenski

Invoices shall be submitted by Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of Contractor and subcontractors 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 C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement)

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.

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

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 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 true at any time during the term of this Agreement; (ii) any of 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.

EXHIBIT D
(Standard Agreement)

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:

EXHIBIT D
(Standard Agreement)

- 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 Calendar 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

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

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

The Board 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.