



## CALIFORNIA SECURE CHOICE RETIREMENT SAVINGS INVESTMENT BOARD

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Sacramento, CA 95814  
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### Request for Proposals CSCRSIB02-20 Program Consultant Services Notice to Prospective Bidders

May 21, 2020

You are invited to review and respond to this Request for Proposals No. CSCRSIB02-20 ("RFP") for Program Consulting Services for the CalSavers Retirement Savings Program ("CalSavers" or "Program").

Proposals for Program Consultant Services must comply with the instructions included in the RFP. The RFP includes the Standard Agreement the selected firm will be expected to execute. The Agreement that will be entered into will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

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. Proposals that do not accept all items included in the Standard Agreement may be deemed non-responsive and excluded from evaluation.

All responses to this RFP must be submitted in hard copy and electronic copy (by **unprotected** thumb drive or disc) and received by the Board no later than **4:00 P.M. Pacific Time on June 12, 2020**. 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 105  
Sacramento, California 95814  
Attention: Katie Selenski, Executive Director

In the opinion of the 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 [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov). All questions must be submitted by email by **4:00 P.M. Pacific Time on May 29, 2020**.

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

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

#### MEMBERS

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State Treasurer

BETTY T. YEE  
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EXECUTIVE DIRECTOR  
KATHLEEN SELENSKI

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### **SAMPLE STANDARD AGREEMENT**

- Exhibit A – Scope of Work
- Exhibit A, Attachment 1 – Key Personnel
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B, Attachment 1 – Cost Sheet
- Exhibit C – General Terms and Conditions – GTC 04/2017
- Exhibit D – Special Terms and Conditions

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

### **1.1. Scope Overview**

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

The intent of this RFP is to select a Contractor (“Contractor”) to provide strategic and administrative consultation services to the Board. A qualified general consultant including a registered municipal advisor, is needed to provide the Board with expertise on the state-run retirement program industry, including trends, marketing and distribution strategies, and program comparison analyses. The consultant is also needed to provide the Board with educational training in the areas of governance and fiduciary liability, as well as a resource to the Executive Director and program staff for consultation and review of ad-hoc projects.

While the selected consultant will be under the management purview of the Program’s Executive Director, the consultant will be expected to consult and provide strategic direction to the Board at the request of the Executive Director.

### **1.2. Sample Standard Agreement**

All terms and conditions noted in the Standard Agreement are not negotiable. Proposals that do not accept all items included in the Standard Agreement shall be deemed non-responsive and excluded from evaluation. The agreement entered into pursuant to this RFP (the “Agreement”), if any, will become effective upon approval by the Department of General Services. No work shall begin until that date. The term of the Agreement will be from **August 7, 2020** (or upon approval by the State of California, whichever is later) through **August 6, 2022**, with an option to extend one additional year.

### **1.3. 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 payroll deduction

retirement savings vehicle either begin offering one or provide their employees access to the Program. Under the State mandate, 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 benefit from the Program's simple, portable, and low-cost retirement savings options. Contributions are 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 or on their own directly (including self-employed individuals). 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.

#### **1.4. Scope of Work**

Reporting to the Board through the Executive Director, the Consultant shall perform the following scope of work:

1. Analytical and Advisory Services
  - a. Provide the Board general strategic consulting services on program structure, using insight from the defined contribution industry, including Individual Retirement Accounts ("IRAs") and other traditional retirement plans;
  - b. Assess the Board's current program design elements, advise on any possible modifications or improvements, and address specific programmatic needs that should be considered, given the uniqueness of CalSavers;
  - c. Make policy and administrative recommendations to the Board on industry standards and best practices for defined contribution retirement plans and/or state-administered plans;
  - d. Maintain awareness and provide ongoing analysis of other similar state-administered retirement savings programs and/or federal programs and, upon request, present landscape updates to the Board;
  - e. Provide the Board guidance on applicable federal regulations or laws, such as rules from the United States Department of Labor, Internal Revenue Service, and the Securities and Exchange Commission, as they relate to state-administered retirement savings plans and IRAs;
  - f. Upon request by the Board, provide updates on industry developments, including legislative and regulatory changes;
  - g. Upon request, provide the Board advice on marketing that is directed towards employers and participants throughout California, with special consideration to under-represented groups, including but not limited to the following: lower-income workers, minority workers; and non-native English speakers;

- h. Provide feedback on recommendations or marketing plans made by outside marketing firms or program vendor(s);
  - i. Provide ongoing analysis of the CalSavers vendors, particularly in the areas of recordkeeping, custodial services, marketing, and general administrative services, using monthly, quarterly, and annual data;
  - j. Assist the Board in identifying and evaluating administrative and marketing benchmarks for CalSavers;
  - k. Upon request, provide a second opinion on investments or investment performance, if Bidder or its subcontractor is qualified (the Board retains a separate primary investment consultant).
2. General Services
- a. Advise the Board on CalSavers procurement, including without limitation, assisting in drafting RFPs for investment, administrative and other related services, analyzing proposals, and any other related services;
  - b. Be available to discuss any investment or administrative issues with the Board and/or CalSavers program managers on an as needed basis;
  - c. Attend meetings at the discretion of the Board, as needed, to present research, reports, and analyses and to respond to questions;
  - d. Attend Board meetings, as needed, but no less than two (2) times per year, to present research, reports, and analysis and to respond to any questions;
  - e. Provide or recommend educational sessions for Board, as requested;
  - f. Present a fiduciary training session approximately once every 18 months to provide the Board with education and information regarding its fiduciary role and responsibilities;
  - g. Collaborate and communicate with other consultants, record keepers, and program managers retained by the Board, as needed.
  - h. Be available to consult with Board members and the Executive Director from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.
  - i. Respond to the need for telephone consultation within a 24-hour period and be available for meetings with the Board with no greater than 10 days' notice.

### **1.5. Term of Agreement**

The term of the Agreement will be from August 7, 2020 (or upon approval by the Department of General Services, whichever is later) through August 6, 2022, with an option to extend one additional year. Agreement shall not become effective until approved by the Department of General Services, no work shall begin until the effective date. The amount of this agreement will be \$200,000 for the first two years, and the total amount of the agreement shall be no more than \$300,000 over the entire contract term, including all optional extensions.

## 2. **MINIMUM QUALIFICATIONS**

The Bidder shall address the minimum qualifications stated below by completing Attachment 4 of the RFP. Failure to meet the minimum qualifications will cause your proposal to be considered unresponsive and the proposal will be disqualified.

Bidders are required to respond to the Questions listed in Section 4 of this RFP, and they must provide the applicable Attachments outlined in Section 6. Bidders must also establish the following minimum qualifications. If the Bidder is a consortium or includes subcontractors, all partners/subcontractors must also establish compliance with the following minimum qualifications:

- a. Bidder must have a minimum of three (3) years of experience providing retirement program consulting services to or on behalf of public or private entities.
- b. Must be qualified to do business in the State of California.
- c. Bidder must hold and maintain all licenses and registrations required by applicable federal and state laws for businesses offering investment and municipal advisory services. All such licenses and registrations must be current and in good standing.
- d. Bidder must maintain registration as a Municipal Advisor with the Securities and Exchange Commission for the duration of the agreement.

## 3. **PROPOSAL REQUIREMENTS**

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

All Bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

<b>Date</b>	<b>Action</b>
May 21, 2020	RFP Available to Prospective Bidders
May 29, 2020	Deadline for Written Question Submission
June 5, 2020	Answers to Written Questions Distributed
June 12, 2020 at 4:00pm	Deadline for Proposal Submission
June 15 – 19, 2020	Evaluation of Proposals
June 22 – 30, 2020	Optional Interviews
July 27, 2020	Notice of Intent to Award
August 7, 2020	Contract Award

The Board reserves the right to change the above dates and times, and, if so, an addendum to the RFP will be issued and made available online at <https://caleprocure.ca.gov/>. Potential Bidders that submit contact information in accordance with Section 3.4(l) of this RFP also will be notified via email. The Board also reserves the right to reject all bids and not to award an Agreement at all.

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

In the opinion of the Board, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, you may submit written questions no later than **4:00 P.M. PT on May 29, 2020** by email to [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov).

Answers to all written questions received by **4:00 P.M. PT on May 29, 2020** will be available online at <https://caleprocure.ca.gov/> by **4:00 P.M. PT on June 5, 2020**.

### **3.3. Content and Format of Proposals**

- a. Proposals should provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b. In preparing proposals, Bidders must:
  - i. Include a cover letter stating:
    - A. The name, address, email, phone and fax numbers of the principal contact responsible for the oversight of the engagement. Indicate the availability of this person for meetings with Board and Board staff.
    - B. The name, address, email, phone and fax numbers of the project representative who will be available to the Board and its staff on a day-to-day basis during the term of the Agreement.
    - C. The name, address, email, phone, fax number and name of a key contact at each partner, if a consortium, and subcontractor, and what the person would be responsible for under the Agreement.
  - ii. List responses to each Question in Sections 4 and 5 in the same order as listed in this RFP.
  - iii. Required Attachments outlined in Section 6.

### **3.4. Submission of Proposals**

- a. All proposals 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. on June 12, 2020**, unless the Board provides notice that the date has been changed. Proposals received after this date and time will not be considered. Proposals received by fax or email will be rejected.
- b. One (1) unbound original including Required Attachments as described in Section 6 of this RFP, three (3) copies of the proposal, and an electronic version of the proposal (by **unsecured** thumb drive or disc), shall be mailed or delivered to the

Board at the following address for U.S. Postal Service or hand deliveries (UPS, Express Mail, Federal Express, etc.):

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

- c. 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.
- d. 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. CSCRSIB02-20 Program Consultant Services  
Firm Name  
Firm Address  
Contact Person and Phone Number  
"DO NOT OPEN "

Proposals may not be 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.

- e. Proposals that omit the Minimum Qualifications Certification that is included in Attachment 4 of Section 6 will not be considered. Proposals shall include each of the required attachments on the Required Attachment Check List. Proposals that do not comply with the requirements of the RFP shall be deemed non-responsive. This includes not meeting the minimum qualifications outlined in Section 2 of this RFP and failure to submit all of the Required Attachments outlined in Section 6 of this RFP. A proposal deemed non-responsive will be rejected.
- f. The Board reserves the right to reject all bids and not to award an agreement.
- g. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Board may reject any or all proposals and may waive any immaterial deviation in a proposal. The Board's waiver of immaterial defects shall in no way modify the RFP document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
- h. The Bidder is solely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Such costs shall not be charged to the Board.



- i. An individual who is authorized to bind the Bidder contractually shall sign Required Attachment 2 in Section 6, the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- j. A Bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Schedule (Key Action Dates) in Section 3.1 of this RFP. The submission of a new proposal must comply with the requirements in this Section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- k. A Bidder may withdraw its proposal by submitting a written withdrawal request to the Board, signed by the Bidder or an agent authorized in accordance with Subsection m) immediately above. A Bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- l. The Board may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all interested Bidders providing contact information, including an email address and phone number. The contact information must be provided to Katie Selenski at [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov) by **4:00 P.M. on May 29, 2020**, when the Board will provide answers to any questions submitted in accordance with Section 3.2 of this RFP. The Board will also provide updates by email to all Bidders who have expressed interest and provided contact information.
- m. Upon announcement and release of this RFP and until selection of the winning Bidder (and Notice of Intent to Award the Agreement), Bidders (or potential Bidders) are not permitted to communicate with the Board, its staff or its Program and Investment Consultants with respect to the RFP except in connection with process and procedures related to the RFP. Any communication must be directed to Katie Selenski at [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov).
- n. Bidders are cautioned to not rely on the Board or Staff to discover and report to the Bidder any defects and errors in the submitted documents. Before submitting their proposals, Bidders should carefully review them, correct all errors, and confirm compliance with all of the RFP requirements.
- o. More than one proposal from any firm, organization, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Bidder. If there is reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in this or future procurements.
- p. No oral understanding or agreement shall be binding on either party.

**3.5. Evaluation Process**

- a. All proposals will be reviewed by an Evaluation Committee. The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Responsive proposals will then be scored according to criteria herein. Proposals that do not accept the Terms and Conditions contained in the Standard Agreement may be considered non-responsive and rejected by the Board.
- b. 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.

Scored Categories	Total Possible Points	
	Without Interview	With Interview
Bidder's Background and Experience	70 points	70 points
Cost	30 points	39 points
<b>Total Possible Points without Interview</b>	<b>100 points</b>	<b>109 points</b>
Optional Interview	--	20 points
<b>Total Possible Points</b>	<b>100 points</b>	<b>129 points</b>

- c. **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.
- d. 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.
- e. The Board reserves the right to not conduct interviews if deemed unnecessary to the selection of the program consultant.
- f. The following point scale will be used to score the responses to each scored category except with regard to fees.

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 are 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.

- g. Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the Program, 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.
- h. The Agreement will be awarded to the responsible and responsive Bidder or combined Bidders with the highest total score.
- i. The Board is not required to award an Agreement.

**3.6. Award and Protest**

- a. Notice of the proposed award shall be posted in a public place at the Office of the Board, 915 Capitol Mall, Room 105, Sacramento, CA 95814 and online at [www.treasurer.ca.gov/scib](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 the Agreement, files a protest with the Board and the DGS Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds provided under Public Contract Code Section 10345(b), the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that any protest be submitted by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting Bidder shall file with the Board and the DGS Office of Legal Services a detailed written statement specifying the grounds for the protest. It is suggested that this detailed written statement be submitted by certified or registered mail.

### **3.7. 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.), subject to review by the public.
- b. The Board has the right to use any or all ideas or concepts presented in any proposal. Selection or rejection of the proposal does not affect this right.
- c. Proposal packages may be returned only at the Bidder's expense, unless such expense is waived by the Board.

### **3.8. Agreement Execution and Performance**

- a. Performance shall start not later than 30 days, or on the express date set by the Program and the Contractor, after all approvals have been obtained and the Agreement is fully executed. If the Contractor fails to commence work at the agreed upon time, the Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

## **4. QUALIFICATIONS AND EXPERIENCE**

Questions in Section 4 are intended to demonstrate the Bidder's qualifications. Points will be awarded for the Bidder's response(s) to each question. The allocation of points is defined in Section 3.5 of this RFP entitled "Evaluation Process." Questions should also be answered for each relevant partner or subcontractor. In preparing proposals, the Bidder must list each question and then provide the Bidder's response to that question in the same order listed in this RFP.

**4.1. Qualifications and Experience of the Firm (Maximum of seventy [70] points)**

- 4.1.1. Provide an overview of the Bidder's firm including mission statement and vision statement, number of years of experience providing consultation, and what services Bidder's firm will bring to this contract.
- 4.1.2. Provide a brief history of Bidder's firm. Describe the organizational structure and explain how this structure will be used to perform the requirements of this contract. Explain the advantages of this structure.
- 4.1.3. Identify the personnel that will be providing the services if awarded the contract, including years and type of experience for each person. Experience should include number of years at the current firm as well as all prior relevant employment. Please also include staff of subcontractors, if any. The contractor is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel must be pre-approved by the Board.
- 4.1.4. Identify the role each person will serve in the contract and his/her title.
- 4.1.5. Provide detailed resumes for the individuals that will be directly involved in providing the services under the contract including any proposed subcontractors and their employees, if any.
- 4.1.6. Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with the Board. Describe the Bidder's backup procedures if the primary person assigned to this account leaves the firm, or is otherwise unavailable.
- 4.1.7. Describe the Bidder's experience in advising boards or other entities on retirement program industry matters. Include the names of the boards/entities, the size of the plans (number of accounts), types of plans (savings or prepaid), the number of years that the Bidder has provided this service, the number of boards/entities to which the Bidder is currently providing retirement program related advice and the approximate dollar value of the portfolios for which consultative services are provided. Explain how this experience will benefit the Board.
- 4.1.8. Provide at least two recent examples of client research or reports prepared by Bidder regarding retirement industry strategies or analysis.
- 4.1.9. Discuss any changes/material refinements in Bidder's advising philosophy which have occurred within the past three years. What prompted the changes/refinements?

4.1.10. Provide the name, address, telephone number, contact name and title for five (5) entities to serve as references for Bidder, using the format in Attachment 3 (Bidder References). Provide three (3) references for any subcontractors you plan to use. Identify the individuals at Bidder's firm who were responsible for providing consulting services to these clients/entities. Submission of Attachment 3 is mandatory. Proposals that fail to submit Attachment 3 shall be considered nonresponsive and rejected.

**4.2. Cost Proposal (Maximum of thirty [30] points)**

Use Attachment 5 (Cost Proposal) to complete your Cost Proposal.

The Cost Proposal must identify and include an hourly rate for each level of staff who will be assigned to work on the services outlined in this RFP; subcontractor(s) cost (itemized); indirect costs (overhead and fringe benefits); travel; equipment and supplies (itemized); and other direct costs. Review this section and the calculations in your Cost Proposal carefully. Mathematical errors may be corrected by the Program.

Proposals submitted with a Cost Proposal that fails to meet any of the specified requirements outlined above, or in a form other than as provided for in Attachment 5, will be considered non-responsive and rejected.

Professional Services - The blended hourly rate for professional services will be an average of the hourly rate for all professionals, including subcontractors, expected to provide services under this anticipated contract (Partner, Managing Directors, Associate, etc.), not including support services or for training of staff. The blended hourly rate will be the hourly rate your firm will be paid for professional services if awarded the contract. Your proposal must identify lead personnel and identify all staff to be covered under the "professional services" blended hourly rate. It is the responsibility of the firm to determine the blended hourly rate based on the expected participation of the firm's various professionals, including subcontractors. Support services cannot be billed under professional services.

The Board will not reimburse contractor for support services or for other expenses, except for travel up to \$20,000 per year.

The following formula shall be used for the award of points in this section:

Lowest Cost Proposal, based on the Total Annual Cost from Attachment 5, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

- $(\text{Lowest Bidder's Cost}) / (\text{Other Bidder's Cost}) = (\text{Factor})$

- Cost points for Other Bidder = (Factor) x (Maximum Points)

EXAMPLE:

- A maximum of 30 points is available for cost
- Lowest Bidder's Cost Proposal = \$150,000, Other Bidder's Cost Proposal = \$200,000
- (Lowest Cost Proposal / Other Cost Proposal) = \$150,000 / \$200,000 = 3/4
- Points awarded to Other Bidder = 3/4 x 30 maximum points = 22.5 points

## **5. PREFERENCE PROGRAMS**

### **5.1. Small Business or Microbusiness Preference (if applicable) – Attachment 9**

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

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Proposer must either be certified as a small business and submit a copy of their certification approval letter from DGS/Office of Small Business and DVBE Services (OSDS) or submit a complete application for certification to DGS/OSDS by 5:00 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 OSDS at (916) 375-4940 or can be found online at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

### **5.2. Disabled Veteran Business Enterprise (DVBE) Incentive Program (optional) – Attachment 10**

Mandatory California Disabled Veteran Business Enterprise (DVBE) Program Participation has been waived for this proposal.

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 proposers for increased DVBE participation: the more DVBE participation, the greater the incentive. This incentive program helps State agencies to meet their annual DVBE participation goals.

Attachment 10 links to more information regarding the DVBE Incentive Program. Proposers seeking the DVBE incentive must submit a completed DVBE Declarations form (STD. 843) that demonstrates DVBE participation and qualification for a DVBE incentive, with proposal submittal. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is optional and at the discretion of the proposing firm.

### **5.3. Non-Small Business Preference (if applicable) – Attachment 11**

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

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

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

Proposers claiming the 5% preference must commit to subcontract for at least 25% of the net proposal price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 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



<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

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.

**5.4. Target Area Contract Preference Act (TACPA) preference (if applicable) – Attachment 12**

The Target Area Contract Preference Act (TACPA) economic stimulus preference program was established to stimulate business investment in distressed areas of the state and create job opportunities for Californians for improving the economic vitality of their communities (See Attachment 14). TACPA is regulated by Government Code Sections 4530-4535.3 and California Code of Regulations 1896.30-1896.40. Any vendor whose bid is over \$100,000 may apply for Target Area Contract Preference Act (TACPA) preference. TACPA provides 5 to 9 percent preferences for a California business that is located in the qualified zone.

Proposers wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate response with the proposal:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

**6. REQUIRED ATTACHMENTS**

Refer to the following pages for additional Required Attachments.

**Attachment 1 - Required Attachment Check List**

Complete this checklist to confirm the inclusion of attachments listed below. Place a check mark or “X” next to each item that you are submitting to the Board. For your proposal to be responsive, all required attachments must be included separate from the rest of the written proposal. One (1) additional copy of these attachments must be submitted to the Board.

**RETURN THIS CHECKLIST WITH YOUR PROPOSAL PACKAGE**

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Proposal/Proposer Certification Sheet
<input type="checkbox"/> Attachment 3	Bidder References
<input type="checkbox"/> Attachment 4	Minimum Qualifications Certification
<input type="checkbox"/> Attachment 5	Cost Proposal
<input type="checkbox"/> Attachment 6	Payee Data Record (STD. 204)
<input type="checkbox"/> Attachment 7	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/> Attachment 8	Darfur Contracting Act Certification Form
<input type="checkbox"/> Attachment 9*	Small Business or Microbusiness Preference (if applicable)
<input type="checkbox"/> Attachment 10*	CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions (if applicable)
<input type="checkbox"/> Attachment 11*	Non-Small Business Preference (if applicable)
<input type="checkbox"/> Attachment 12*	Target Area Contract Preference Act (TACPA) preference (if applicable)
<input type="checkbox"/> Attachment 13	Bidder Declaration (GSPD-05-105)
<input type="checkbox"/> Attachment 14	California Civil Rights Laws Certification
<input type="checkbox"/> Attachment 15	Evidence of Qualification to do Business in the State of California
<input type="checkbox"/> Attachment 16	Resumes of Key Personnel
<p>* Additional information about these preference programs can be found online at <a href="https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program">https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program</a></p>	

**Attachment 2 - Proposal/Proposer Certification Sheet**

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

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

**An Unsigned Proposal/Proposer Certification Sheet May be Cause for Rejection**

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

## **Attachment 2 - Proposal/Proposer Certification Sheet Instructions**

### Completion Instructions for Proposal/Proposer Certification Sheet

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

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

### **Attachment 3 - 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.

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. If the Bidder (or any of its subcontractors) manages or otherwise is engaged by one or more state run retirement programs, then it must provide references for each engagement. Other references should include governmental agencies, preferably State of California agencies or agencies located in California, which are charged with overseeing the investment of funds held in trust for others.

<b>REFERENCE 1</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 4</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	

Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 5</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			

**SUBCONTRACTOR REFERENCES (if applicable)**

<b>REFERENCE 1</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm:			
Street Address:	City:	State:	Zip Code: 99999
Contact Person:		Phone:	
Dates of Service:		Value or Cost of Service:	
Brief Description of Service Provided:			

**Attachment 4 - Minimum Qualifications Certification**

The Bidder certifies that it fulfills all the minimum qualifications outlined in Section 2 of this Request for Proposals No. CSCRSIB02-20. By signing this attachment, the Bidder also agrees that if selected as the Consultant for the Program, it will notify the Board immediately upon its failure to continue to meet the minimum qualifications.

On behalf of \_\_\_\_\_, I certify that said firm, including any

(Firm Name)

and all partners (if a consortium) and subcontractors, complies with the Minimum Qualifications set forth in Section 2 of the RFP.

\_\_\_\_\_

(Authorized Signature of Firm)

(Firm Name)

\_\_\_\_\_

(Print Name) (Date)

\_\_\_\_\_

(Title)

**Attachment 5 - Cost Proposal**

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

**Blended hourly rate for professional services = \$ \_\_\_\_\_**

Travel costs are capped at \$20,000 per year. The rates for necessary traveling expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Board.



**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:
    - 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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

- 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 8 - Darfur Contracting Act Certification**

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

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

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

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

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section  
Initials 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, but we  
+ Certification certify below that 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 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, and 11 - Preference Programs (if Applicable)**

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

Small Business or Microbusiness Preference

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

Non-Small Business Preference

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

**Attachment 12 - Target Area Contract Preference Act (TACPA) preference (if applicable)**

The Target Area Contract Preference Act (TACPA) economic stimulus preference program was established to stimulate business investment in distressed areas of the state and create job opportunities for Californians for improving the economic vitality of their communities. TACPA is regulated by Government Code Sections 4530-4535.3 and California Code of Regulations 1896.30-1896.40. Any vendor whose bid is over \$100,000 may apply for Target Area Contract Preference Act (TACPA) preference. TACPA provides 5 to 9 percent preferences for a California business that is located in the qualified zone.

Proposers wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate response with the proposal:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>



**Attachment 13 - Bidder Declaration**

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

**Attachment 14 - California Civil Rights Laws Certification**

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

**Attachment 15 - Evidence of Qualification to do Business in the State of California**

Include a copy of evidence of qualification to do business in the State of California here.

**Attachment 16 - Resumes of Key Personnel**

Include copies of resumes for key personnel who will be directly involved in providing the services outlined in the Scope of Work.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

August 7, 2020 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

April 6, 2022 (plus one optional one-year extension)

3. The maximum amount of this Agreement is:

\$200,000.00 (Two Hundred 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	3
Exhibit A, Attachment 1	Key Personnel	
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Sheet	1
Exhibit C*	General Terms and Conditions – GTC 04/2017	1
Exhibit D	Special Terms and Conditions (attached hereto as part of this agreement)	8
	RFP No. CSCRSIB02-20 and Contractor's Response are 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 <b>SAMPLE</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**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)		

SAMPLE

**EXHIBIT A**  
(Standard Agreement)

**SCOPE OF WORK**

Reporting to the Board through the Executive Director, the Consultant shall perform the following scope of work:

- 1) Analytical and Advisory Services
  - a) Provide the Board general strategic consulting services on program structure, using insight from the defined contribution industry, including Individual Retirement Accounts (“IRAs”) and other traditional retirement plans;
  - b) Assess the Board’s current program design elements, advise on any possible modifications or improvements, and address specific programmatic needs that should be considered, given the uniqueness of CalSavers;
  - c) Make policy and administrative recommendations to the Board on industry standards and best practices for defined contribution retirement plans and/or state-administered plans;
  - d) Maintain awareness and provide ongoing analysis of other similar state-administered retirement savings programs and/or federal programs and, upon request, present landscape updates to the Board;
  - e) Provide the Board guidance on applicable federal regulations or laws, such as rules from the United States Department of Labor, Internal Revenue Service, and the Securities and Exchange Commission, as they relate to state-administered retirement savings plans and IRAs;
  - f) Upon request by the Board, provide updates on industry developments, including legislative and regulatory changes;
  - g) Upon request, provide the Board advice on marketing that is directed towards employers and participants throughout California, with special consideration to under-represented groups, including but not limited to the following: lower-income workers, minority workers; and non-native English speakers;
  - h) Provide feedback on recommendations or marketing plans made by outside marketing firms or program vendor(s);
  - i) Provide ongoing analysis of the CalSavers vendors, particularly in the areas of recordkeeping, custodial services, marketing, and general administrative services, using monthly, quarterly, and annual data;
  - j) Assist the Board in identifying and evaluating administrative and marketing benchmarks for CalSavers;
  - k) Upon request, provide a second opinion on investments or investment performance, if Bidder or its subcontractor is qualified (the Board retains a separate primary investment consultant).

**EXHIBIT A**  
(Standard Agreement)

2) General Services

- a) Advise the Board on CalSavers procurement, including without limitation, assisting in drafting RFPs for investment, administrative and other related services, analyzing proposals, and any other related services;
- b) Be available to discuss any investment or administrative issues with the Board and/or CalSavers program managers on an as needed basis;
- c) Attend meetings at the discretion of the Board, as needed, to present research, reports, and analyses and to respond to questions;
- d) Attend Board meetings, as needed, but no less than two (2) times per year, to present research, reports, and analysis and to respond to any questions;
- e) Provide or recommend educational sessions for Board, as requested;
- f) Present a fiduciary training session approximately once every 18 months to provide the Board with education and information regarding its fiduciary role and responsibilities;
- g) Collaborate and communicate with other consultants, record keepers, and program managers retained by the Board, as needed.
- h) Be available to consult with Board members and the Executive Director from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.
- i) Respond to the need for telephone consultation within a 24-hour period and be available for meetings with the Board with no greater than 10 days' notice.

The rates specified in Exhibit B – Attachment 1 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 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 August 7, 2020 (or upon approval by the Department of General Services, whichever is later) through August 6, 2022, with an option to extend one additional year. Agreement shall not become effective until approved by the Department of General Services, no work shall begin until the effective date. The amount of this agreement will be \$200,000 for the first two years, and the total amount of the agreement shall be no more than \$300,000 over the entire contract term, including all optional extensions.

**Project Representatives**

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

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

Direct all inquiries to:

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

**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, which is attached hereto as Attachment 1 to Exhibit B and made part of this 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 per year. Amounts reimbursed for travel shall be deducted from the contract maximum.

Invoices shall include “**Agreement Number CSCRSIB02-20**” 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 B - ATTACHMENT 1**  
(Standard Agreement)

**COST SHEET**

**Blended hourly rate for professional services = \$ \_\_\_\_\_**

Travel costs are capped at \$20,000 per year. The rates for necessary traveling expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Board.

**Be aware that the Program's budgeted amount for the contract is \$200,000 for the first two years, and no more than \$300,000.00, including all optional extensions.**

SAMPLE

**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>

SAMPLE

**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

**EXHIBIT D**  
(Standard Agreement)

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

**EXHIBIT D**  
(Standard Agreement)

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 the Key Personnel.

**EXHIBIT D**  
(Standard Agreement)

**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) 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



**EXHIBIT D**  
(Standard Agreement)

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**

**EXHIBIT D**  
(Standard Agreement)

- 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 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

**EXHIBIT D**  
(Standard Agreement)

- 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

**EXHIBIT D**  
(Standard Agreement)

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.

SAMPLE