



# CALSAVERS RETIREMENT SAVINGS BOARD

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KATHLEEN SELENSKI

## Request for Proposals CRSB01-22 ESG Investment Option Notice to Prospective Proposers

February 14, 2022

You are invited to review and respond to this Request for Proposals No. CRSB01-22 (“RFP”) for an Environmental, Social and Governance (ESG) Investment Option for the CalSavers Retirement Savings Program (“Program”).

Proposals for ESG Investment Management Services must comply with the instructions included in the RFP. The RFP includes the Standard Agreement the selected firm(s) 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 will be deemed non-responsive and excluded from evaluation.

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

All responses to this RFP must be submitted in hard copy and electronic copy (by thumb drive or disc) and received by the Board no later than 4:00 p.m. Pacific Time on March 25, 2022. Email or faxed submissions will not be accepted. All proposals must be mailed or delivered to:

CalSavers Retirement Savings Board  
915 Capitol Mall, Room 105  
Sacramento, California 95814  
Attention: Kathleen 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 Board staff at [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov). See Section 3.2, Questions and Answers, of this RFP. All questions must be submitted by email by 4:00 p.m. Pacific Time on March 1, 2022.

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.**

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## 1. PURPOSE AND DESCRIPTION OF SERVICES

### 1.1 Scope Overview

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

The Board seeks proposals from qualified investment managers to provide ESG-oriented mutual funds or other vehicles appropriate for the Program to replace the Program’s current ESG investment option. The current ESG option is offered alongside a suite of Target Date Funds (default), a Global Equity option, a Core Bond option, and a Money Market fund. The intent of this RFP is to select a Firm or Firms with the best investment option(s) to create a best in class ESG offering or offerings for CalSavers.

The term of the Agreement will be three (3) years, with three (3) one-year extension options, if desired by the Board, for a possible total term not to exceed six (6) years. The Firm(s) selected will be required to fulfill the Scope of Work in Section 1.3 below.

### 1.2 Background and Program Overview

The CalSavers Retirement Savings Program is an automatic enrollment, voluntary program that enables employee participation through payroll contributions into a Roth IRA<sup>1</sup>. The Program is overseen by the nine member CalSavers Retirement Savings Board, chaired by the State Treasurer. More information about the Board may be found at [www.treasurer.ca.gov/calsavers](http://www.treasurer.ca.gov/calsavers).

The Program was created by Senate Bill number 1234 of 2016 and took effect January 1, 2017. Government Code Sections 100032 and 100033 require that all private sector employers with five or more employees that do not offer a qualified retirement plan provide their employees access to the Program or face penalties for noncompliance. Employers have limited administrative duties and do not incur fees to participate.

Employees benefit from the Program’s simple, portable, and automatic design. 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. There are no account balance minimums. The default contribution rate is five percent and, unless participants choose otherwise, the rate is automatically escalated by one percentage point per year to up to eight percent. Participants may choose among five investment options (see table in Section 1.4(d)). Unless participants elect otherwise, contributions are invested in the money market fund for the first 30 days and then swept into the age-appropriate target date fund after 30 days; all subsequent contributions are invested in the appropriate target date fund.

The CalSavers account follows 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 if they so choose.

The Board contracts with several financial services firms and consultants to administer the Program. Ascensus College Savings Recordkeeping Services is the program administrator; State Street Global Advisors manages four of the five investment options; Newton Investment Management manages the current ESG investment option; Meketa Investment Group is the

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<sup>1</sup> Customer support is available for individuals who choose to recharacterize to a Traditional IRA.

investment consultant; AKF Consulting is the program consultant; and K&L Gates serves as outside counsel.

Following a limited pilot, the Program launched fully statewide on July 1, 2019. The three-year rollout includes annually staggered employer compliance deadlines through June 30, 2022. As shown in the table below, employer volumes are heavily weighted in 2022, suggesting substantial growth in funded accounts and assets in late 2022 and beyond.

Status of Estimated Pool of Mandated Employers by Wave, as of 1/31/2022

Wave (Deadline)	Registered Employers	Exempted Employers	Responded Employers	Total Estimated Mandated Employers	Response Rate
Wave 1 (9/30/20)	1,696	5,442	7,138	7,833	91.13%
Wave 2 (6/30/21)	3,580	5,203	8,783	11,283	77.84%
Wave 3 (6/30/22)	21,772	49,200	70,972	267,982	26.48%
<b>Total</b>	<b>27,048</b>	<b>59,845</b>	<b>86,893</b>	<b>287,098</b>	<b>30.27%</b>

As of January 31, 2022, the Program had 226,703 funded accounts, of which 977 contained ESG assets. Total assets amounted to \$177,257,196, of which \$581,587 were invested in the ESG option. Because the ESG option is not the default investment option for the Program, it is not expected to achieve the same levels of assets as the target date funds. However, the Board continues to prioritize the availability of an ESG option for participants and believes it plays an important role in serving investors who prioritize environmental, social, and governance factors in their investment decisions.

For historic participation data and investment performance reports, please visit the Program's reporting page: <https://www.treasurer.ca.gov/calsavers/reports/2022/index.asp>.

### 1.3 Scope of Work

- a) The selected Firm(s) shall provide an ESG oriented mutual fund(s) or other investment type appropriate for the IRA structure of the CalSavers Program. The Board is willing to consider one or more of the following: a stand-alone equity option, a stand-alone fixed income option or an option that holds exposure to both equities and fixed income ("balanced option"). As such, Firms offering any type or style of ESG fund are encouraged to submit a proposal for evaluation.
- b) Consistent with the Program's lack of minimum balance requirements, the investment product shall not have an account minimum balance, or the selected Firm(s) must be willing to waive any such minimum.
- c) The selected Firm(s) shall be required to work in concert with the program administrator and investment consultant to provide the Board any necessary information needed to evaluate the fund. The Board will monitor the selected ESG option(s) by selecting a benchmark or benchmarks that represent the opportunity set the selected strategy invests in. This benchmark will be utilized to ensure the selected option is meeting its objective over long time periods. Further information regarding the monitoring of investment options can be found

in the Investment Policy Statement<sup>2</sup>. In addition, the selected Firm(s) shall be required to attend Board meetings as requested, no less than annually.

- d) The Board seeks to limit the overall management fee of the strategy offered. Although passive investment strategies typically have lower fees, the Board also recognizes there are merits to active ESG strategies. Therefore, active strategies will be given consideration alongside passive strategies, though active options would need to offer ESG focus and exposure that the Board believes cannot be achieved through a passive option to warrant higher fees. The table below highlights current fees for all current investment options.

Option	Strategy	Active or Passive or Blend	Assets as of 1/31/2022	Investment Manager Fees
Target Date Fund Suite (default option after 30 days)	State Street Global Advisors target retirement funds	Passive	\$171.7M	9 basis points (bps)
Core Bond	State Street Global Advisors Aggregate Bond Index Fund	Passive	\$281.1K	2.5 bps
Global Equity	State Street Global Advisors blend of domestic and ex-US strategies	Passive	\$1.7M	4-5 bps (est.)
Capital Preservation (default option first 30 days)	State Street Global Advisors Money Market Fund	Active	\$3.0M	12 bps
ESG	Newton Investment Management lend of Active Equity/ Passive Fixed Income	Blend	\$581.6K	15 bps

The above fees are exclusive of Program fees of 80 basis points.

- e) The selected Firm(s) shall provide all information and disclosures related to the fund(s) selected in English as well as Spanish.
- f) The selected Firm(s) shall collaborate with the outgoing manager of the current ESG option, Newton Investment Management, and the program administrator, Ascensus, however necessary to execute the conversion of existing accounts to the new manager.

#### 1.4 Term of Agreement

The term of the Agreement will be from September 1, 2022 (or upon approval by the State of California, whichever is later) through August 31, 2025, with three (3) one-year extension options at the discretion of the Board. Agreement shall not become effective until approved by the State of California, no work shall begin until the effective date.

## 2. MINIMUM QUALIFICATIONS

Firms shall address the minimum qualifications by completing Attachment 5 of the RFP. Failure to meet the minimum qualifications will cause your proposal to be considered unresponsive and the proposal will be disqualified.

<sup>2</sup> <https://www.treasurer.ca.gov/calsavers/regulations/investment-policy-statement.pdf>

If the Firm is a consortium or includes subcontractors, all partners/subcontractors must also establish compliance with the following minimum qualifications.

- a) Firm(s) must hold and maintain all licenses and registrations required by or otherwise comply with applicable federal and state laws for businesses offering securities, investment and retirement products. All licenses and registrations must be current and in good standing.
- b) Must be qualified to do business in the State of California. Firm must be able to provide evidence of qualification to do business in the State of California, including the qualification of any subcontractor.
- c) Firm(s) may not currently or during the term of the Agreement executed pursuant to this RFP have a contractual relationship or other perceived tangential business relationship with the Board's Program Consultant (AKF Consulting) or with its Investment Consultant (Meketa Investment Group).

### 3. PROPOSAL REQUIREMENTS AND INFORMATION

#### 3.1 Schedule (Key Action Dates)

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

Date	Action
February 14, 2022	RFP Available to Prospective Proposers
<b>March 1, 2022, 4:00 p.m. PT</b>	<b>Deadline for Written Question Submission</b>
March 8, 2022	Answers to Written Questions Posted
<b>March 25, 2022, 4:00 p.m. PT</b>	<b>Deadline for Proposal Submission</b>
March 28 – April 8, 2022	Evaluation of Proposals
April 11 – 15, 2022	Interviews
May 24, 2022	Board Selection, Notice of Intent to Award
September 1, 2022	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 Proposers that submit contact information in accordance with Section 3.3(n) of this RFP also will be notified via email. The Board also reserves the right to reject all proposals 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 March 1, 2022 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 March 1, 2022 will be available online at <https://caleprocure.ca.gov/> by 1:00 p.m. PT on March 8, 2022.

**3.3 Content and Format of Proposals**

In preparing proposals, Firms must:

- A. Include a cover letter stating:
- i. The name, address, email, and phone number of the principal contact responsible for the oversight of the engagement. Indicate the availability of this person for meetings with Board and Board staff.
  - ii. The name, address, email, and phone number 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.
  - iii. The name, address, email, phone 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.
- B. List responses to each Question in the following sections in the same order as listed in this RFP.

The following questions are intended to demonstrate the Firm's qualifications. Points will be awarded for the Firm's response(s) to each question. The allocation of points is defined in Section 3.6 of this RFP. Questions should also be answered for each relevant partner or subcontractor. In preparing proposals, the Firm must list each question and then provide the Firm's response to that question in the same order listed in this RFP.

- C. Qualifications and Experience of the Firm and Personnel (Maximum of thirty-five (35) points)
- i. Please provide an overview of the Firm's history (year founded, location(s), employee headcount) and ownership structure noting any ownership changes and/or growth occurring in the last five years. If the Firm is a Registered SEC Investment Advisor, please provide the name of the Firm as registered with the SEC and the SEC File Number.
  - ii. Please provide a brief description of any past or pending regulatory action, litigation or other legal proceedings involving the Firm or any registered employees and/or principals. How were these issues resolved?
  - iii. What types of liability insurance (e.g. Errors and Omissions) and other forms of coverage does your Firm carry to protect your clients? Please provide dollar amounts and proof of coverage.
  - iv. Please complete the following table:

	As of: 12/31/21	As of: 12/31/20	As of: 12/31/19	As of: 12/31/18	As of: 12/31/17
Total Firm Assets					
Total No. of Clients					

- v. Please provide a current list of all the ESG- related investment products/strategies offered by the Firm. Include the total amount of assets managed under each strategy, whether the strategy is open or closed, vehicles offered, and, if applicable, the amount of capacity currently available in each strategy.

- vi. Is your Firm a United Nations Principles for Responsible Investing (UNPRI) signatory? If your Firm is a UNPRI signatory, please provide a copy of the latest Transparency Report.
- vii. Please provide your Firm’s mission statement as it applies to Environmental, Social, and Governance factors (ESG).
- viii. Please state your Firm’s ethics policy and include the Firm’s Code of Ethics document, if applicable. In addition, please expand on any significant violations that may have occurred in the past and how these violations were resolved.
- ix. Please provide a description of the team managing the ESG strategy, number of strategies they are responsible and key members’ location. If the team members do not all work in the same office location, please describe team communication efforts.
- x. Please highlight any important milestones related to the growth of the team, growth of proposed product, and any organizational changes occurring since inception of the strategy.

D. Fund Management (Maximum of twenty (20) points)

- i. What is the inception date of the proposed product(s)? When did the current portfolio manager or investment committee start managing this product? If there has been a portfolio manager change, please show the periods when each portfolio manager managed the product.
- ii. Please complete the following table.

	12/31/21	12/31/20	12/31/19	12/31/18	12/31/17
Assets Managed in <i>Product Name</i>					
No. of Clients in <i>Product Name</i>					

- iii. Please describe your investment process for the strategy you are submitting. How does your Firm think about ESG and how are these beliefs integrated into the product’s investment process? What do you believe differentiates your investment approach from your peers?
- iv. Describe how you incorporate ESG (environmental, social, and governance) principles into your research process and the management of the portfolios?
- v. Provide an example of how the team applies ESG in the analysis of a company. Do you have a team of dedicated ESG analysts?
- vi. What impact, if any, does ESG integration have on the fundamental characteristics and/or sector exposures of the portfolio?
- vii. Do you engage management and try to influence a company’s ESG factors? If so, how often and to what extent?
- viii. Do you subscribe to any external services that provide information on ESG factors?



- ix. To what extent does availability of ESG data (or lack thereof) impede your ability to assess the full investment universe? Please elaborate on use of ESG ratings and/or rankings as a tool within the investment approach applied. Cite any outside vendors used, if applicable. In addition to quantitative tools, please specify any qualitative tools you may employ in the process.
  - x. What is your policy on proxy voting, specifically as it relates to ESG? What percentage of time does your Firm vote proxies against the management recommendation and can you provide a recent proxy voting report or summary?
  - xi. The CalSavers Program is a voluntary retirement savings plan that enables employee participation through payroll contributions into a Roth IRA. Please explain why you believe your offering would be a good fit for a DC participant of this type.
  - xii. Please explain what investment vehicles you offer for this strategy. Provide the fee schedule for the strategy for a separate account, a commingled account, and mutual fund (if available). For commingled and mutual fund vehicles, please explain all additional fees (front/back-end loads, contribution/withdrawal fees, management or custody expenses, etc.). Please provide assurance that your proposed vehicle type(s) can be offered to Roth IRA participants on a DC platform.
  - xiii. What is your account minimum for a separately managed portfolio? Commingled vehicle? Mutual fund? As this is a new program with new savers enrolled every day, are you willing/able to waive any minimums for a period of time?
- E. Performance (maximum of 15 points).
- i. Performance will be evaluated on a net of fees basis, and will not be solely quantitative in nature. Passive strategies are expected to closely align with their stated benchmark over time, while active strategies should show a track record of strong performance over time.
  - ii. Please provide monthly, annual, 1, 3, and 5 year annualized performance for the proposed fund(s), as applicable, its stated benchmark
  - iii. Please highlight how ESG principles are expected to improve or modify performance over time relative to the benchmark for this strategy.
  - iv. Please provide sector exposures and top 10 holdings for the last 3 calendar years.

### **3.4 Cost Proposal (39 points)**

Please complete the table in Attachment 3, Cost Proposal, to show fees for the proposed investment option. Note that any fees not included in your responses will not be eligible to be charged.

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

Lowest cost proposal, based on the Total Cost from Attachment 3, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

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

**EXAMPLE:**

- A maximum of 39 points is available.
- Lowest Cost Proposal = 5 bps
- Other Cost Proposal = 10 bps
- (Lowest Cost Proposal / Other Cost Proposal) = 5 / 10 = ½
- Cost points awarded to Other Cost Proposal = 1/2 X 39 maximum cost points = 20 cost points

**3.5 Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the Firm'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) 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. PT on March 25, 2022 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.
- c) One (1) unbound original including Required Attachments and 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.):

CalSavers Retirement Savings Board  
915 Capitol Mall, Room 105  
Sacramento, California 95814  
Attention: Kathleen Selenski, Executive Director

- d) 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(s). All additional proposal sets may contain photocopies of the original package.
- e) The proposal envelopes must be plainly marked with the RFP number and title, Firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

**Request for Proposals No. CRSB01-22**  
**ESG Investment Management 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 the Firm must be provided.

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

- f) **Proposals that omit the Minimum Qualifications Certification that is included in Attachment 5 of Section 7 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 7 of this RFP. A proposal deemed non-responsive will be rejected.

- g) The Board reserves the right to reject all proposals and not to award an Agreement.
- h) 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 Firm from full compliance with all requirements if awarded the Agreement.
- i) The Firm 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.
- j) An individual who is authorized to bind the Firm contractually shall sign Required Attachment 2 in Section 7, 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.
- k) A Firm 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.
- l) A Firm may withdraw its proposal by submitting a written withdrawal request to the Board, signed by an agent authorized in accordance with Subsection m) immediately above. A Firm 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.
- m) The Board may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all interested Firms providing contact information, including an email address and phone number. The contact information must be provided to Kathleen Selenski at [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov) by March 8, 2022, when the Board will provide answers to any questions submitted in accordance with Section 3.2 of this RFP. Addendums to the RFP will also be made available online at <https://caleprocure.ca.gov/>. The Board will also provide updates by email to all Firms who have expressed interest and provided contact information.
- n) Upon announcement and release of this RFP and until selection of the winning Proposal (and Notice of Intent to Award the Agreement), Firms (or potential Proposers) 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 Kathleen Selenski at [calsavers@treasurer.ca.gov](mailto:calsavers@treasurer.ca.gov).
- o) Firms are cautioned to not rely on the Board or Staff to discover and report to the Firm any defects and errors in the submitted documents. Before submitting proposals, Firms should carefully review, correct all errors, and confirm compliance with all of the RFP requirements.
- p) 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 Firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Firm. If there is reason for believing that collusion exists among the Firms, none of the participants in such collusion will be considered in this or future procurements.

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

### 3.6 Evaluation Process

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.

Responsive proposals will then be scored according to criteria herein. The scored categories and the corresponding weighting of each scored category is as follows:

Scored Category	Points Possible
Qualifications and Experience of the Firm/Personnel	35
Fund Management	20
Performance	15
Cost	39
<b>Total Possible Points First Phase</b>	<b>109</b>
Interview	20
<b>Total Possible Points</b>	<b>129</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 109 points, with all items being scored with the exception of the Interview portion. The Firms with the highest scoring proposals after the first phase is completed will be contacted for an interview.

Interviews will be scored based on the responses to the same set of questions that will be asked of all Firms invited for the interview phase. The Interview score (up to 20 points) will be added to the first phase score, and the Firm with the proposal earning the highest total score will be announced as the winner.

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 proposal 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 proposal response. Proposal 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 proposal response. Minimal weaknesses are acceptable.

Points Awarded	Interpretation	General Basis for Point Assignment
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 proposal 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.

In the event two (2) or more responsive and responsible proposals earn the highest score, the contract will be awarded to the responsive and responsible proposal earning the higher score in Qualifications and Experience of the Firm/Personnel. If the scores for Qualifications and Experience of the Firm/Personnel are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score for Cost.

- a) Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the Firm, 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.
- b) The Agreement will be awarded to the responsible and responsive proposal with the highest total score.
- c) The Board is not required to award an Agreement.

### **3.7 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/calsavers](http://www.treasurer.ca.gov/calsavers) for five (5) working days prior to awarding the Agreement.
- b) If any Firm, prior to the award of the Agreement, files a protest with the Board and the DGS Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds provided under Public Contract Code Section 10345(b), the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that any protest be submitted by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting Firm 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.

### **3.8 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 Firm's expense, unless such expense is waived by the Board.

### **3.9 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.
- c) All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- d) The General Terms and Conditions included as Exhibit C to the Sample Agreement are not negotiable. Exhibit C (currently GTC 04/2017) can be found online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- e) Contractor must complete and submit to the Program the Payee Data Record (STD. 204) to determine if the Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form is available as Attachment 6 in Section 7 and can be found online at <https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf>. No payment shall be made unless a completed STD. 204 has been returned to the Program.
- f) The Contractor must sign and submit to the Program the Contractor Certification Clauses (CCC 04/2017), which is incorporated by reference to Exhibit C to the agreement. The Contractor Certification Clauses are included as Attachment 7 in Section 7 and can be found online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

## **4. PREFERENCE AND INCENTIVE PROGRAMS**

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

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

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Proposer must either be certified as a small business and submit a copy of their certification approval letter from DGS/Office of Small Business and DVBE Services (OSDS) or submit a complete application for certification to DGS/OSDS by 5:00 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>.

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

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

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

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

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

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

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

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

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

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

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

**4.4 California Disabled Veteran Business Enterprise (DVBE) Program (if applicable)**

This solicitation provides an incentive for DVBE participation. Attachment 10 outlines the DVBE Incentive Program. Firms who have been certified by California as a DVBE must also complete and submit the DVBE Declarations, STD. 843. 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. REQUIRED ATTACHMENTS**

Refer to the following pages for Required Attachments.



**ATTACHMENT 1**  
**REQUIRED ATTACHMENT CHECK LIST**

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

This checklist should be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Minimum Qualifications Certification
_____ Attachment 6	Payee Data Record (STD.204)
_____ Attachment 7	Contractor Certification Clauses (CCC 04/2017)
_____ Attachment 8	Darfur Contracting Act Certification
_____ Attachment 9	CA Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions
_____ Attachment 10	Small Business or Microbusiness Preference (if applicable)
_____ Attachment 11	Non-Small Business Preference (if applicable)
_____ Attachment 12	Target Area Contract Preference Act (if applicable)
_____ Attachment 13	California Civil Rights Law Certification
_____ Attachment 14	Bidder Declaration (GSPD-05-105)
_____ Attachment 15	Resumes of Key Personnel

**ATTACHMENT 2**  
**PROPOSAL/PROPOSER CERTIFICATION SHEET**

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

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

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

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

***Instructions on next page***

**ATTACHMENT 2**  
**PROPOSAL/PROPOSER CERTIFICATION SHEET**

**Completion Instructions for Proposal/Proposer Certification Sheet**

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

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

**ATTACHMENT 3**  
**COST PROPOSAL WORKSHEET**

	<b>Underlying Investment</b>	<b>Total Annual Fee (basis points)</b>
<b>ESG Investment Option</b>		

**ATTACHMENT 4**  
**PROPOSER REFERENCES**

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

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

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service*		
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service*		
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service*		
Brief Description of Service Provided			
<b>REFERENCE 4</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service*		
Brief Description of Service Provided			
<b>REFERENCE 5</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service*		
Brief Description of Service Provided			

**SUBCONTRACTOR REFERENCES (if applicable)**

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

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

**ATTACHMENT 5**  
**MINIMUM QUALIFICATIONS CERTIFICATION**

The Firm certifies that it fulfills all the minimum qualifications outlined in Section 2 of this Request for Proposals No. CRSB01-22 ("RFP"). By signing this attachment, the Firm also agrees that if selected as the ESG Investment Option , it will notify the Board immediately upon its failure to continue to meet the minimum qualifications.

On behalf of \_\_\_\_\_, I certify that said firm complies with the  
(Firm Name)

Minimum Qualifications set forth in Section 2 of the RFP.

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

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

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

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

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

**ATTACHMENT 6**  
**PAYEE DATA RECORD**

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



**ATTACHMENT 7**  
**CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**  
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.  
Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.  
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.
5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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

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

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

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

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
  
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 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, and have not had within the previous three years,  
Initials business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476,  
Initials 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 business  
Initials activities or other operations outside of the United States, but we certify below that  
+Certification we are not a scrutinized company below as defined in Public Contract Code Section 10476.

**CERTIFICATION For # 3.**

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

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

**ATTACHMENT 9**  
**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**PROGRAM PARTICIPATION INSTRUCTIONS**

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

**DVBE INCENTIVE.** The State will apply a DVBE incentive for responsive proposals from responsible Firms that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

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

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

Firms who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form **STD. 843 (Disabled Veteran Business Enterprise Declaration)**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf). The completed form should be included with the proposal response.

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

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PROGRAM RESOURCES AND INFORMATION\*

<b>U.S. Small Business Administration:</b> Central Contractor Registration on-line database <a href="http://www.ccr.gov">www.ccr.gov</a>	<b>FOR:</b> Service-DisabledVeteran-Owned Businesses in California
<b>LocalOrganizations:</b> DVBE local contacts <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">http://www.dgs.ca.gov/pd/Programs/OSDS.aspx</a>	<b>FOR:</b> List of Potential DVBE Subcontractors
<b>Department of General Services, Procurement Division (DGS-PD) eProcurement:</b> Website: <a href="http://www.eprocure.dgs.ca.gov">www.eprocure.dgs.ca.gov</a> Phone: (916) 375-2000 Email: <a href="mailto:eprocure@dgs.ca.gov">eprocure@dgs.ca.gov</a>	<b>FOR:</b> •SB/DVBE Search •CSCR Advertisements •Training Modules
<b>DGS-PD Office of Small Business and DVBE Services (OSDS):</b> 707 Third Street, Room 1-400,West Sacramento, CA 95605 Website: <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">http://www.dgs.ca.gov/pd/Programs/OSDS.aspx</a> OSDS Receptionist: (916) 375-4940 PD Receptionist: (800) 559-5529 Fax: (916) 375-4950 Email: <a href="mailto:osdchelp@dgs.ca.gov">osdchelp@dgs.ca.gov</a>	<b>FOR:</b> •Directory of OSDS Certified DVBEs •Certification Applications •Certification Information •Certification Status, Concerns •General DVBE Program Information •DVBE Business Utilization Plan •SB/DVBE Advocates •Lists of Trade and Focus Publications

**Commercially Useful Function Definition**

Military and Veterans Code section 999(b)  
California Code of Regulations, title 2, section 1896.62(/)

\*Contact information and available resources may be subject to change by the respective administration,department, division, or office. DVBEs must be certified by OSDS.

**ATTACHMENTS 10, 11, & 12**  
**PREFERENCE PROGRAMS (IF APPLICABLE)**

Attach proof if claiming Small Business/Microbusiness Preference, Non-Small Business Preference, or TACPA, as applicable.

**10. 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>

**11. Non-Small Business Preference**

<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>

**12. Target Area Contract Preference Act (TACPA)**

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



**ATTACHMENT 13**  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

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

**CERTIFICATION**

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

**ATTACHMENT 14**  
**BIDDER DECLARATION (GSPD-05-105)**

**Bidder Declaration and Instructions**

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

**ATTACHMENT 15  
RESUMES OF KEY PERSONNEL**

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

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

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

**SCO ID: 0984-CRSB0122**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

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

CalSavers Retirement Savings Board

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

9/1/2022 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

8/31/2025

3. The maximum amount of this Agreement is:

\$0.00 (zero dollars and zero cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Proposal	1
Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	6
	RFP and Contractor's response are incorporated by reference and deemed 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

TBD

CITY

TBD

STATE

TBD

ZIP

TBD

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

TBD

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CalSavers Retirement Savings Board

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Room 105

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathleen Selenski

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**1. Overview**

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

The contractor shall provide ESG-oriented mutual funds or other vehicles appropriate for the Program to replace the Program’s current ESG investment option. The current ESG option is offered alongside a suite of Target Date Funds (default), a Global Equity option, a Core Bond option, and a Money Market fund.

**2. Scope of Work**

- a) The Contractor shall provide an ESG oriented mutual fund(s) or other investment type appropriate for the IRA structure of the CalSavers Program.
- b) Consistent with the Program's lack of minimum balance requirements, the investment product shall not have an account minimum balance, or the Contractor must be willing to waive any such minimum.
- c) The Contractor shall be required to work in concert with the program administrator and investment consultant to provide the Board any necessary information needed to evaluate the fund. The Board will monitor the selected ESG option(s) by selecting a benchmark or benchmarks that represent the opportunity set the selected strategy invests in. This benchmark will be utilized to ensure the selected option is meeting its objective over long time periods. Further information regarding the monitoring of investment options can be found in the Investment Policy Statement<sup>1</sup>. In addition, the Contractor shall be required to attend Board meetings as requested, no less than annually.
- d) The Board seeks to limit the overall management fee of the strategy offered. Although passive investment strategies typically have lower fees, the Board also recognizes there are merits to active ESG strategies. Therefore, active strategies will be given consideration alongside passive strategies, though active options would need to offer ESG focus and exposure that the Board believes cannot be achieved through a passive option to warrant higher fees. The table below highlights current fees for all current investment options.

Option	Strategy	Active or Passive or Blend	Assets as of 1/31/2022	Investment Manager Fees
Target Date Fund Suite (default option after 30 days)	State Street Global Advisors target retirement funds	Passive	\$171.7M	9 bps
Core Bond	State Street Global Advisors Aggregate Bond Index Fund	Passive	\$281.1K	2.5 bps
Global Equity	State Street Global Advisors blend of domestic and ex-US strategies	Passive	\$1.7M	4-5bps (est.)

<sup>1</sup> <https://www.treasurer.ca.gov/calsavers/regulations/investment-policy-statement.pdf>

Capital Preservation (default option first 30 days)	State Street Global Advisors Money Market Fund	Active	\$3.0M	12 bps
ESG	Newton Investment Management lend of Active Equity/ Passive Fixed Income	Blend	\$581.6K	15 bps

The above fees are exclusive of Program fees of 80 basis points.

- e) The Contractor shall provide all information and disclosures related to the fund(s) selected in English as well as Spanish.
- f) The Contractor shall collaborate with the outgoing manager of the current ESG option, Newton Investment Management, and the program administrator, Ascensus, however necessary to execute the conversion of existing accounts to the new manager.

### 3. Term of Agreement

The term of the Agreement will be from September 1, 2022 (or upon approval by the State of California, whichever is later) through August 31, 2025, with three (3) one-year extension options at the discretion of the Board. Agreement shall not become effective until approved by the State of California, no work shall begin until the effective date.

### 4. Project Representatives

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

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

Direct all inquiries to:

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor:
Attention: Kathleen Selenski	Attention:
Address: 915 Capitol Mall, Room 105 Sacramento, CA 95814	Address:
Phone: 916-653-1744	Phone:

**EXHIBIT A, ATTACHMENT 1  
(Standard Agreement)**

**RESUMES OF KEY PERSONNEL**



**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

The Contractor shall not invoice the State for any fees or expenses since such amounts will be deducted from contributions to or otherwise charged against assets in the California Secure Choice Retirement Savings Trust. The Contractor shall only be entitled to such amounts as described in the Contractor's proposal and disclosed to participants.

In the event that a material default or breach occurs pursuant to the terms of this Agreement, the Board may require that certain fees and expenses be placed in escrow for the benefit of the Program until such default or breach is cured.

**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.

**4. Fees to Contractor**

The Contractor shall be entitled to receive a monthly management fee, as applicable, for the CalSavers Program as set forth in this Agreement.

**EXHIBIT B, ATTACHMENT 1  
(Standard Agreement)**

**COST PROPOSAL**

	<b>Underlying Investment</b>	<b>Total Annual Fee (basis points)</b>
<b>ESG Investment Option</b>		

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

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

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Paragraph 4 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

**3. Evaluation of Contractor**

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

**4. No Agency Liability**

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

**5. Potential Subcontractors**

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

**6. Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State

in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

**7. Waivers**

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

**8. Incorporation of Amendments to Applicable Laws**

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

**9. Confidentiality**

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

**10. Titles/Section Headings**

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

**11. Choice of Law**

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personal 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 Paragraph 4 of 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 Paragraph 4 of 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 providing significant services under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- B. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- C. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any the Key Personnel.

#### **16. Changes in Control, Organization or Key Personnel**

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

#### **17. Insurance Requirements**

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

#### **18. Subcontractors**

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

**19. Notice of Proceedings**

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

**20. Cumulative Remedies**

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

**21. Binding Effect**

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

**22. Publicity**

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

**23. Services or Procurement Resulting from Agreement**

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

**24. Agreement Does Not Violate Law**

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

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

**25. Power and Authority**

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

**26. Signature Authorization**

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

**27. Entire Agreement; Order of Precedence**

- A. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- B. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFQ) if any; (iv) Contractor's response to the RFQ 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
- 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 Quotations (RFQ) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

**35. Labor Neutrality Policy**

The Program 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.