



CALSAVERS RETIREMENT SAVINGS BOARD

915 Capitol Mall, Room 105
Sacramento, CA 95814
p (916) 653-1744
www.treasurer.ca.gov/calsavers
www.calavers.com

Request for Qualifications CRSB05-22 Legal Services Notice to Prospective Bidders

December 9, 2022

You are invited to review and respond to this Request for Qualifications No. CRSB05-22 ("RFQ") for legal services.

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

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

All responses to this RFQ must be submitted in hard copy and electronic copy on an **unsecured** USB drive and received by the Board no later than **4:00 P.M. Pacific Time (PT) on January 18, 2023**. Emailed or faxed responses will not be accepted. All responses must be mailed or delivered to:

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

In the opinion of the CalSavers Retirement Savings Board, this RFQ is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, contact Kathleen Selenski, Executive Director, by email at calsavers@treasurer.ca.gov.

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

PLEASE CAREFULLY READ THE RFQ AND FOLLOW THE INSTRUCTIONS.

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

BETTY T. YEE
State Controller

JOE STEPHENSHAW
Director of Finance

MICHELLE GASTELUM
Governor Appointee

HEATHER HOOPER
Governor Appointee

NAM T. LE
Assembly Appointee

STEPHEN PROUGH
Governor Appointee

WILLIAM SOKOL
Governor Appointee

DAVE LOW
Senate Appointee

EXECUTIVE DIRECTOR
KATHLEEN SELENSKI

1. PURPOSE AND DESCRIPTION OF SERVICES

1.1. Introduction

The CalSavers Retirement Savings Board (“Board”) is the administrator of 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 intent of this RFQ is to select a firm to provide External Legal Services for the Program. External legal counsel is necessary to ensure the Program is compliant with federal laws and regulations including advice on ERISA, laws and regulations governing IRAs, federal securities laws, and California state laws relevant to the operation of the Program. Counsel will also be necessary to keep the Program apprised on potential federal and state legislation or litigation involving the Program or similar programs operating in other states that may impact operation of the Program.

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

1.2. Background and Program Overview

The CalSavers Retirement Savings Program is an automatic enrollment, voluntary program that enables employee participation through payroll contributions into a Roth IRA¹. 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.

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.

¹ Customer support is available for individuals who choose to recharacterize to a Traditional IRA.

1.3. Scope of Work

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

- a) Provide legal analysis and advice on subjects requested by the Program including compliance with state and federal laws, including employment laws and laws related to retirement savings programs; development of regulations, policies, and procedures to operate the Program; procurement of contractors; and the impact of litigation, legislation, or regulations on the operations of the Program.
- b) Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
- c) Coordinate work with other contractors hired by the Program, as well as the Office of the Attorney General of California and any external legal counsel retained by the Office of the Attorney General of California for workload related to the Program.
- d) Attend Board meetings (physically or virtually) upon direction from staff (approximately one to four per year) and other meetings as requested.
- e) In all respects, represent the best interests of the Board, the Program, and the State of California.

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

The services shall be primarily performed at the offices of the selected firm and at the offices of appropriate affiliates, related entities, subsidiaries and subcontractors; however, the selected firm may be required to attend mandatory meetings in or near Sacramento, California.

The selected firm is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel, including additions to the attorneys to the Agreement must be made through an amendment to the Agreement and approved by the Board and DGS.

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

1.4. Term of Agreement

The term of the Agreement entered into pursuant to this RFQ, if any, will be April 1, 2023 (or upon approval by the DGS, whichever is later) through March 31, 2025, with an option to extend one year at the sole discretion of the Board. The amount of the Agreement will be \$200,000 for the first two years, and the total amount shall be no more than \$300,000 over the entire contract term, including all optional extensions.

2. MINIMUM QUALIFICATIONS

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

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

3. OTHER REQUIREMENTS AND QUALIFICATIONS

3.1. Experience

Describe your law firm's practice in tax and employee benefit laws concerning ERISA and federal securities law. Describe your law firm's qualifications and experience serving as counsel relating to the implementation or administration of retirement savings programs, including IRAs and programs covered by ERISA, during the last five (5) years. Discuss the overall experience of your law firm that demonstrates your law firm's ability to successfully complete the "Scope of Work" in Section 1.3.

3.2. Personnel Experience and Qualification

Identify the personnel that will be providing the services if your law firm is selected, including years and type of experience for each person. Identify the role each person will serve in the contract and his/her title. Experience should include number of years at the current law firm as well as all prior relevant employment. Please also include staff of subcontractors, if any.

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

3.3. Resumes and References

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

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

3.4. Cost

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

Firms must submit cost for services as follows:

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

Travel costs will be paid based on the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. Travel costs shall not exceed a total amount of \$20,000.00 over the contract term. Amounts reimbursed for travel shall be deducted from the contract maximum of \$300,000.00.

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

The selected firm will be compensated for hours expended and actual expenses incurred by providing a detailed invoices no more frequently than monthly in arrears, which includes a basis for the costs, to the Board.

3.5. Questions and Answers

In the opinion of the Board, this RFQ is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, you may submit written questions no later than **4:00 P.M. PT on December 30, 2022** by email to calsavers@treasurer.ca.gov.

Answers to all written questions received by **4:00 P.M. PT on December 30, 2022** will be emailed to vendors by close of business on **January 6, 2023**

3.6. Submission of Qualifications

- A) Responses should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFQ. The response must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection.
- B) In preparing responses, Bidders must include a cover letter with the following information:
- The name, address, email, and phone number(s) of the principal contact responsible for the oversight of the Agreement. Indicate the availability of this person for meetings with the Board.
 - The name, address, email, and phone number(s) of the project representative who will be available to the Board on a day-to-day basis during the term of the Agreement.
 - The name, address, email, phone number(s) and name of a key contact at each partner, if a consortium, and subcontractor and what the aforementioned would be responsible for under the Agreement.

- C) All responses must be submitted in hard copy and electronic copy on an **unsecured** USB drive, under sealed cover and received by the Board by **4:00 P.M. PT on January 13, 2023**. Responses received after this date and time will not be considered. Responses received by fax or email will be rejected.
- D) A minimum of one (1) unbound original and five (5) hard copies of the response must be submitted. Each response must also be submitted on an **unsecured** USB drive. Responses must be mailed or delivered to the following address:

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

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

**Request for Qualifications No. CRSB05-22
Legal Services
CalSavers Retirement Savings Board
Firm Name
Firm Address
Contact Person and Phone Number
"DO NOT OPEN"**

- G) If the response is made under a fictitious name or business title, the actual legal name of firm must be provided.
- H) Responses not submitted under sealed cover and marked as indicated may be rejected.
- I) Responses must be submitted for the performance of all the services described herein. Any deviation from the scope of work specifications will not be considered and will cause a response to be rejected.
- J) The Board reserves the right to reject all responses. The Board is not required to award an Agreement.
- K) No oral understanding or agreement shall be binding on either party.

3.7. Evaluation and Selection

Once all responses are received, each response will be checked for the presence or absence of required information in conformance with the submission requirements of this solicitation. The State will evaluate each response to determine its responsiveness to the published requirements. Responses that contain false or misleading statements, or which provide references that do not support

claims by the bidder, may be rejected.

3.8. Disabled Veteran Business Enterprise (DVBE) Incentive Program Participation Incentive (if Applicable)

This solicitation provides an incentive for DVBE participation. Attachment 6 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.

3.9. Agreement Execution and Performance

Performance shall start on the contract start date, or on the express date set by the awarding agency and the selected firm, after all approvals have been obtained and the Agreement is fully executed. If the selected firm fails to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the firm, reserves the right to terminate the Agreement. In addition, the firm shall be liable to the State for the difference between the firm's proposal price and the actual cost of performing work by another firm.

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

4. REQUIRED ATTACHMENTS

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

<u>ATTACHMENT</u>	<u>ATTACHMENT NAME/DESCRIPTION</u>
<input type="checkbox"/> Attachment 1	Bidder References
<input type="checkbox"/> Attachment 2	Darfur Contracting Act Certification Form
<input type="checkbox"/> Attachment 3	Payee Data Record
<input type="checkbox"/> Attachment 4	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/> Attachment 5	State Bar of California Certification
<input type="checkbox"/> Attachment 6	Disabled Veteran Business Enterprise (DVBE) Declaration (STD 843)
<input type="checkbox"/> Attachment 7	Bidder Declaration (GSPD-05-105)

ATTACHMENT 1 – BIDDER REFERENCES

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

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

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

REFERENCE 4

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Phone:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

REFERENCE 5

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Phone:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

SUBCONTRACTOR REFERENCES (if applicable)

List below three (3) references for services performed by your subcontractor(s) within the last five (5) years, which are similar to the scope of work to be performed in this contract. If three (3) references cannot be provided, provide an explanation on an attached sheet of paper.

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

ATTACHMENT 2 – DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

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

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

OR
- 3. _____
Initials
+ Certification We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company

CERTIFICATION FOR #3

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

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

ATTACHMENT 3 - PAYEE DATA RECORD (STD 204)

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

ATTACHMENT 4 - CONTRACTOR CERTIFICATION CLAUSES 04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.

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

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

agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 5 – STATE BAR OF CALIFORNIA CERTIFICATION

Include a copy of your State Bar of California Certification as Attachment 5.

ATTACHMENT 6 – DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATION (STD 843) (IF APPLICABLE)

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/gspd/pd_843.pdf. The completed form should be included with the proposal response.

ATTACHMENT 7 – BIDDER DECLARATION (GSPD-05-105)

All firms must complete the Bidder Declaration (GSPD-05-105) and include it with the proposal response. When completing the declaration, firms must identify all subcontractors proposed for participation in the contract. Firms awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract.

The Bidder Declaration (GSPD-05-105) can be accessed from the following link:

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