

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY (CHFFA)**

**REQUEST FOR INFORMATION FOR  
ISSUER’S COUNSEL SERVICES**

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## **A. Purpose and Description of Services**

### **1. Introduction**

The California Health Facilities Financing Authority (CHFFA or the Authority) seeks to retain three (3) law firms (Firm(s)) to serve as Issuer's Counsel who have the expertise in tax-exempt bond issuances of non-profit health facilities. CHFFA is required to use the Attorney General Office (AGO) as Issuer's Counsel. However, since early 2002, CHFFA has maintained a small pool of outside Issuer's Counsel to be available on a case-by-case basis when authorized by the AGO to retain outside Issuer's Counsel to accommodate CHFFA's workload.

In addition, outside Issuer's Counsel may be assigned to assist with special projects from time to time on a variety of bond and finance-related subjects. Special projects may consist of reviewing and revising CHFFA's tax-exempt bond guidelines, creating template bond documents, identifying, addressing, and potentially resolving common policy issues that tend to arise in these documents from transaction to transaction, and other specialized bond related issues. In addition, Issuer's Counsel may be requested to assist with audits by the Internal Revenue Service (IRS).

CHFFA anticipates establishing a pool of three (3) Firm(s) to be used on an as-needed basis should CHFFA receive consent from the AGO to obtain outside Issuer's Counsel. Allocation of assignments will depend on the availability of the pool, the nature of the assignment, and whether a potential or actual conflict of interest exists with the Firm(s). Firm(s) must disclose any business relationships, which may be construed to be potential or actual conflict of interest prior to a pending assignment. CHFFA will review the availability of the pool prior to assignment and has the sole and exclusive authority to determine if a potential or actual conflict of interest exists. The Firm(s) must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract. The Firm(s) will provide on an as-needed basis, any and all legal services traditionally provided by Issuer's Counsel to bond financings including, but not limited to, review and comment on all relevant bond documents and issue an opinion of counsel in support of each bond transaction for which the Firm(s) is engaged.

The Firm(s) is expected to be technically and professionally capable of providing the services in all subject areas described in Section A, Item 2, "Scope of Services" and meet the "Minimum Qualifications" in Section B. CHFFA anticipates September 1, 2022, as a contract start date, and the Firm(s) must be available at that time to assume services on an as-needed basis. CHFFA anticipates entering into two-year contracts with a one-year option to renew for the described services with three (3) Firm(s).

#### **a). CHFFA Program History**

Established in 1979 pursuant to statute, the Authority is a public instrumentality of the State of California and is authorized and empowered by the provisions of the California Health Facilities Financing Authority Act (the Act) to issue revenue bonds to finance the construction, expansion, remodeling, renovation, furnishing, equipping, and acquisition of health facilities provided by or operated by participating health institutions (including by reimbursing expenditures made or refinancing indebtedness incurred for such purposes). The Authority also provides low interest direct loans to certain small or rural health facilities and administers the Children's Hospital Programs of 2004, 2008 and 2018, the Investment in Mental Health Wellness Grant Program, the Investment in Mental Health Wellness Grant Program for Children and Youth, the Community Services Infrastructure Grant Program, the HELP II Loan Program and the Nondesignated Public Hospital Bridge Loan Program.

The Authority has several bond financing programs available: Standard Bond Financing, Pooled Bond Financing, and the Tax-Exempt Equipment Financing Programs. Health facilities eligible for funding include acute care hospitals, skilled nursing facilities, community clinics, adult day health facilities, and intermediate care facilities, among others. To be eligible for financing, an

applicant must be a city, city and county, county, district hospital, or a private non-profit corporation or association, authorized by the laws of California to operate a health facility and to undertake the financing or refinancing of a project.

Bond financings are usually brought to the Authority by an investment banking (underwriting) firm that serves as senior manager for the financing. Staff works together with the financing team to prepare the application for presentation to the Authority board members. The Authority board meets monthly if there are applications or action items on the Authority's monthly agenda. The Authority consists of nine members, including the State Treasurer who serves as Chairman, the State Controller, the Director of Finance, two members appointed by the Senate Rules Committee, two members appointed by the Speaker of the Assembly, and two members appointed by the Governor subject to confirmation by a majority vote of the Senate. Since its establishment in 1979, CHFFA has issued over \$45.9 billion in bonds and currently has approximately \$16.9 billion in outstanding bonds, as of December 2021. More information can be found on the Authority website: <https://www.treasurer.ca.gov/chffa/>.

## 2. Scope of Services

### a) Issuer's Counsel on Bond Financings

CHFFA may request one of the Firm(s) in the pool to represent CHFFA as Issuer's Counsel on a bond transaction(s). The Firm(s) will perform, in a manner that is timely and reasonable with respect to the following requirements of each transaction:

- i) Review, edit, and advise CHFFA with respect to all documents relevant to the bond transaction, including but not limited to the loan agreement, escrow agreement, indenture, tax certificate, bond purchase agreement, preliminary and final official statements, resolution, etc.
- ii) Attend and represent CHFFA in meetings and conference calls relating to the transaction.
- iii) Identify and advise CHFFA with respect to any legal issues relating to or arising from the transaction.
- iv) Prepare any documents deemed necessary to support Issuer's Counsel Opinions.
- v) Prepare legal opinions traditionally prepared by Issuer's Counsel to bond financings and as requested and necessary.
- vi) Represent CHFFA's legal interests in connection with the transaction, and provide any other legal services requested by CHFFA that are necessary and related to the transaction.
- vii) In all respects, as Issuer's Counsel, represent the best interests of CHFFA and the State of California in all transactions and proceedings.
- viii) Be available on a regular, sometimes daily basis for consultations with CHFFA staff, which may require travel to the office of CHFFA, if necessary.

### b) Special Projects

From time to time, one of the Firm(s) in the pool may be assigned to assist CHFFA with special projects on an as-needed basis. Special projects may include, but are not limited to the following:

- i) Assist in the review and revision of CHFFA's tax exempt bond guidelines.
- ii) Assist CHFFA in creating template bond documents and identify, address, and resolve common policy issues that tend to arise in bond documents from transaction to transaction.

- iii) Assist in the creation and implementation of new financing programs including bond and equipment financing, loans, or grants.
- iv) Assist with audits by the IRS.
- v) Assist in other special projects relating to CHFFA's bond and finance-related issues as CHFFA may request from time to time.
- vi) Assist with the crafting and review of Legislative language or amendments that further the mission of CHFFA.

### **3. Term of Agreement**

The term of the agreement(s) will be for a two-year period with a one-year option to renew at CHFFA's sole discretion. The term of the agreement(s) is expected to begin on September 1, 2022, pending the approval of the agreement(s) by CHFFA and the State of California. The amount of the agreement(s) shall not exceed \$75,000, including any extension exercised by CHFFA.

### **B. Minimum Qualifications**

The Firm(s) must have, at a minimum, the following qualifications and experience:

1. An office established in the State of California.
2. Must be qualified to do business in the State of California.
3. All attorneys of the Firm who provide legal services to the State or CHFFA must be active members of the State Bar of California.
4. Possess and maintain legal malpractice insurance in an amount not less than \$1,000,000. The Firm(s) must be able to provide evidence of malpractice insurance coverage for the Firm(s) and its attorneys, including coverage amounts. The evidence of coverage should indicate whether securities transactions are covered.
5. At least five (5) years of experience serving as issuer's counsel, bond counsel, disclosure counsel or underwriter's counsel on health facility tax-exempt financings.
6. Currently part of the State Treasurer's Office Qualified Bond Counsel Pool.
7. Firm(s) must comply with the California Disabled Veteran Business Enterprise (DVBE) Program Participation Requirements described in Section D of this RFI.

### **C. Other Requirements and Information**

#### **1. Firm Experience, Personnel, and References**

- a) Public Finance Experience – Please briefly describe your firm's practice in areas of law related to public finance and provide a short history of the firm.

Describe your firm's qualifications and experience serving as counsel relating to the issuance of tax-exempt bonds for health facilities during the last five (5) years. Include, at a minimum, the name of the issue, the name of the issuer, and the role of your firm. Discuss the overall experience of your firm that demonstrates your ability to successfully complete the "Scope of Services", Section A, Item 2.

- b) Qualifications of Personnel/Resumes – Provide the resumes of key personnel and identify the personnel who will be providing the services if your firm is selected, including years and type of experience for each person. Experience should include number of years at the current firm as well as all prior relevant employment. CHFFA expects the Firm(s) to assure that the quality and availability of its personnel assigned to this Agreement will be maintained over

the term of the Agreement. Any changes in assigned personnel are at the discretion of the Firm(s), provided that any replacements have substantially the same or better qualifications and experience than the original personnel. Additionally, please include staff of subcontractors, if any.

Identify the role each person will serve in the contract, his/her title, and the percentage of the total firm effort that will be provided by that individual.

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

- c) References - Please submit a list of at least three (3) references for services performed within the last five years (which CHFFA may contact) from municipal issuers for which your firm has provided legal services for tax-exempt bond issuances of non-profit health facilities (Attachment 1).

## 2. Legal

Describe any litigation or actions pending against your firm, any of its partners or any individual employed by the firm who would be providing services under the contract. Please include information about any criminal indictments or convictions against the firm or its attorneys where the charges involved an offering of municipal securities anywhere in the United States. Also, include information about any material pending legal action, or settlement or judgment involving a claim of fraud, whether civil or criminal.

## 3. Conflicts of Interest

Please disclose any business relationships, which may be construed to be potential conflicts of interest.

If your firm is representing a client in civil litigation in which the State is or may become an adverse party, please identify and describe each such action.

The Firm(s) will have a continuing requirement to disclose any client relationship, which involves a dispute or litigation with CHFFA, or which involves representation of any entity associated with CHFFA's programs that may be construed to be a potential conflict with the representation provided under the contract.

## 4. Costs

Services to CHFFA would be on an as-needed basis, at CHFFA's request, depending upon the volume of bond financing applications received, the ability of the AGO to provide legal services to CHFFA, and other special projects and requirements of CHFFA. CHFFA reserves the right to cap fees paid on individual transactions.

Professional Services: Please provide the blended hourly rate for professional services, which is an average of the hourly rate for all professionals expected to provide services (Partner, Associate, etc.), not including paralegal or support services or for training of staff. The blended hourly rate will be the hourly rate your firm will be paid for professional services if a contract is entered into with CHFFA. Please identify lead personnel and identify all staff to be covered under "professional service" in the blended hourly rate. It is the responsibility of the Firm(s) to determine the blended hourly rate, based upon the expected participation of the various professionals.

Paralegal Services: Please provide the hourly rate for paralegal services, briefly describing the services to be provided. These rates **should not** be averaged into the professional services

blended hourly rate or the support services rate. Paralegal services rate will be the hourly rate your firm will be paid for paralegal services if a contract is entered into with CHFFA.

Support Services: Please provide the hourly rate for support services, briefly describing the services to be provided. These rates **should not** be averaged into the professional services blended hourly rate or the paralegal services rate. Support services rate will be the hourly rate your firm will be paid for support services if a contract is entered into with CHFFA.

The Firm(s) must submit costs as follows:

- Blended hourly rate for professional services = \$/hr.
- Hourly rate for paralegal services = \$/hr.
- Hourly rate for support services = \$/hr.

Travel: Maximum hours billable for travel to CHFFA may not exceed two hours, unless written prior approval from CHFFA is obtained. Travel, transportation, and per diem expenses shall not exceed the rates payable to State employees. The Firm(s) will be compensated for hours expended by providing a detailed monthly invoice to CHFFA.

Actual Expenses: Authorized actual expenses incurred will be limited to \$50.00 per transaction, including but not limited to, postage, mailing, courier, printing/reproduction costs, etc. unless written prior approval from CHFFA is obtained. CHFFA will **not** reimburse the printing of or the copying of electronically received/delivered documents for contractor's in-house use. Actual expenses must be itemized, and receipts must be attached to invoice.

## 5. Submission of Information

- a) In the opinion of CHFFA, this RFI is complete and without need of explanation. However, if a firm has questions or needs clarification please email: [chffa@treasurer.ca.gov](mailto:chffa@treasurer.ca.gov) by July 1, 2022, before 12 p.m. PT.
- b) A minimum of one (1) unbound original and one (1) copy of the proposal must be submitted with the requested information, including all attachments. All responses to this RFI must be submitted in **both** hard copy **and** electronic copy (on USB flash drive) and received by CHFFA no later than 4:00 p.m. PT on July 21, 2022. Emailed or faxed submissions will not be accepted.
- b) Responses must be mailed or delivered to the following address:

Ms. Erica Rodriguez  
Compliance Officer  
California Health Facilities Financing Authority (CHFFA)  
915 Capitol Mall, Suite 435  
Sacramento, CA 95814

- c) Costs for developing and providing the requested information and in anticipation of any offer to enter into an agreement are entirely the responsibility of the Firm(s) and shall not be charged to CHFFA or the State of California.

## 6. Disposition of Documents

- a) All documents submitted to CHFFA will become the property of CHFFA and the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Documents may be returned only at the Firm's expense unless such expense is waived by CHFFA.

## **7. Agreement Execution and Performance**

If selected, the Firm(s) must submit all Attachments, as well as execute a contract with the same terms and conditions as the sample contract.

Performance shall start no later than 30 days, or on the express date set by CHFFA and the Firm(s), after all approvals have been obtained and the agreement(s) is fully executed. Should the Firm(s) fail to commence work at the agreed upon time, CHFFA, upon five (5) days written notice to the Firm(s), reserves the right to terminate the agreement(s). In addition, the Firm(s) shall be liable to CHFFA for the difference between the Firm's price and the actual cost of performing work by another contractor.

### **D) California Disabled Veteran Business Enterprise (DVBE) Program Participation Requirements**

Firm(s) must meet the DVBE program participation requirements. Minimum DVBE participation is 3%. 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).

The DVBE package and other related information on the DVBE Program can be found at the Internet website <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>.

**E) Attachments**

All attachments must be submitted as part of the Firm's response to the Request for Information (RFI).

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	References
_____ Attachment 2	Darfur Contracting Act Certification
_____ Attachment 3	Payee Data Record (STD 204)
_____ Attachment 4	Contractor's Certification Clauses (CCC 04/2017)
_____ Attachment 5	State Bar of California Certification Form
_____ Attachment 6	Disabled Veteran Business Enterprise (DVBE) Declaration (STD 843)
_____ Attachment 7	Bidder Declaration (GSPD-05-105)

**ATTACHMENT 1**

**CHFFA05-22**

**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.

Submit a list of at least three references (clients) to which the firm has provided similar accounting/auditing services within the past four (4) years and contact numbers for each. At least one reference must be from a California state or local governmental agency. If three references cannot be provided, please explain why on an attached sheet of paper.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Services Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**ATTACHMENT 2**

**CHFFA05-22**

**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  
      Initials       three years, business activities or other operations outside of the United  
                      States.

**OR**

2.     \_\_\_\_\_     We are a scrutinized company as defined in Public Contract Code  
      Initials       Section 10476, but we have received written permission from the Department  
                      of General Services (DGS) to submit a bid or proposal pursuant to Public  
                      Contract Code Section 10477(b). A copy of the written permission from  
                      DGS is included with our bid or proposal.

**OR**

3.     \_\_\_\_\_     We currently have, or we have had within the previous three years,  
      Initials       business activities or other operations outside of the United States,  
      + certification but we certify below that we are not a scrutinized company  
      below           as defined in Public Contract Code Section 10476.

**CERTIFICATION For # 3.**

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

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

**ATTACHMENT 3**

**CHFFA05-22**

**PAYEE DATA RECORD (STD. 204)**

All firms must complete the **Payee Data Record (STD. 204)** and include it with their proposal response. The Payee Data Record form can be accessed from the following link:  
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

**ATTACHMENT 4**

**CHFFA05-22**

**CONTRACTOR'S CERTIFICATION CLAUSES (CCC 04/2017)**

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace
- 2) the person's or organization's policy of maintaining a drug-free workplace
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](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 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 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**

**CHFFA05-22**

**STATE BAR OF CALIFORNIA CERTIFICATION FORM**

In order to clarify that your firm meets the minimum qualifications presented within the Authority's, we are requesting the following certification be signed by an authorized representative of your firm.

**CERTIFICATION**

All attorneys of this firm who will provide services described within the RFI are members of the State Bar of California.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 6**

**CHFFA05-22**

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**DECLARATION (STD 843)**

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.

**ATTACHMENT 7**

**CHFFA05-22**

**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>

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SAMPLE	PURCHASING AUTHORITY NUMBER (if Applicable)
----------------------------	---

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

CONTRACTING AGENCY NAME

California Health Facilities Financing Authority (CHFFA)

CONTRACTOR NAME

To Be Determined

2. The term of this Agreement is:

START DATE

September 1, 2022 (or upon approval by the State of California, whichever is later)

THROUGH END DATE

June 30, 2024 (plus one optional one-year extension)

3. The maximum amount of this Agreement is:

75,000.00 (Seventy-five thousand dollars and zero cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Resumes of Key Personnel	TBD
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions – GTC 04/2017	1
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	1

*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.)

To Be Determined

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

<b>CONTRACTING AGENCY NAME</b> California Health Facilities Financing Authority (CHFFA)			
<b>CONTRACTING AGENCY ADDRESS</b> 915 Capitol Mall, Suite 435	<b>CITY</b> Sacramento	<b>STATE</b> CA	<b>ZIP</b> 95814
<b>PRINTED NAME OF PERSON SIGNING</b> Frank Moore	<b>TITLE</b> Executive Director		
<b>CONTRACTING AGENCY AUTHORIZED SIGNATURE</b>	<b>DATE SIGNED</b>		
<b>CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL</b>	<b>EXEMPTION (If Applicable)</b>		

SAMPLE

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

**SCOPE OF WORK**

**1. a) Issuer's Counsel on Bond Financings**

CHFFA may request one of the Firm(s) in the pool to represent CHFFA as Issuer's Counsel on a bond transaction(s). The Firm(s) will perform, in a manner that is timely and reasonable with respect to the following requirements of each transaction:

- i) Review, edit, and advise CHFFA with respect to all documents relevant to the bond transaction, including but not limited to the loan agreement, escrow agreement, indenture, tax certificate, bond purchase agreement, preliminary and final official statements, resolution, etc.
- ii) Attend and represent CHFFA in meetings and conference calls relating to the transaction.
- iii) Identify and advise CHFFA with respect to any legal issues relating to or arising from the transaction.
- iv) Prepare any documents deemed necessary to support Issuer's Counsel Opinions.
- v) Prepare legal opinions traditionally prepared by Issuer's Counsel to bond financings and as requested and necessary.
- vi) Represent CHFFA's legal interests in connection with the transaction, and provide any other legal services requested by CHFFA that are necessary and related to the transaction.
- vii) In all respects, as Issuer's Counsel, represent the best interests of CHFFA and the State of California in all transactions and proceedings.
- viii) Be available on a regular, sometimes daily basis for consultations with CHFFA staff, which may require travel to the office of CHFFA.

**b) Special Projects**

From time to time, one of the Firm(s) in the pool may be assigned to assist CHFFA with special projects on an as-needed basis. Special projects may include, but are not limited to the following:

- i) Assist in the review and revision of CHFFA's tax-exempt bond guidelines.
- ii) Assist CHFFA in creating template bond documents and identify, address, and resolve common policy issues that tend to arise in bond documents from transaction to transaction.
- iii) Assist in the creation and implementation of new financing programs including bond and equipment financing, loans, or grants.
- iv) Assist with audits by the IRS.
- v) Assist in other special projects relating to CHFFA's bond and finance-related issues as CHFFA may request from time to time.
- vi) Assist with the crafting and review of Legislative language or amendments that further the mission of CHFFA.

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

**2. Term of Agreement**

The term of the agreement(s) will be for a two-year period with a one-year option to renew at CHFFA's sole discretion. The term of the agreement(s) is expected to begin on September 1, 2022, pending the agreement(s) is approved by CHFFA and the State of California. The amount of the agreement(s) shall not exceed \$75,000, including any extension exercised by CHFFA.

**3. The project representatives will be:**

State Agency: California Health Facilities Financing Authority (CHFFA)	Contractor: To Be Determined
Name: Ms. Rosalind Brewer Operations Manager	Name:
Phone: (916) 653 – 2799	Phone:
Fax: (916) 654 – 5362	Fax:

All inquiries can be directed to the project representatives identified above.

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

**RESUMES OF KEY PERSONNEL**

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. The contract amount may not exceed \$75,000 for the Firm(s) for the term of the agreement, including any extension.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CHFFA agrees to compensate the contractor at the following hourly rates:
- Blended hourly rate for professional services = \$/hr.
  - Hourly rate for paralegal services = \$/hr.
  - Hourly rate for support services = \$/hr.
- C. The blended hourly rates for professional, paralegal and support services are the rates the Firm(s) will be paid for services for the two-year contract, the one-year option to renew, and any extension of time amendments.
- D. Maximum hours billable for travel to CHFFA may not exceed two hours, unless written prior approval from CHFFA is obtained. Travel, transportation, and per diem expenses shall not exceed the rates payable to State employees. The Firm(s) will be compensated for hours expended by providing a detailed monthly invoice to CHFFA.
- E. Authorized actual expenses incurred will be limited to \$50.00 per transaction, including but not limited to, postage, mailing, courier, printing/reproduction costs, etc. unless written prior approval from CHFFA is obtained. CHFFA will not reimburse the printing of or the copying of electronically received/delivered documents for contractor's in-house use. Actual expenses must be itemized, and receipts must be attached to invoice.

Invoices must be provided to CHFFA and must include:

- The time period covered by the invoice
  - A detailed description of each of the services completed for the period; and
  - Actual expenses must be itemized, and receipts must be attached to invoice.
- G. Invoices shall include the Agreement Number, CHFFA05-22 and shall be submitted not more frequently than monthly in arrears to:

CHFFA  
915 Capitol Mall, Suite 435  
Sacramento, CA 95814  
Attn: Operations Manager

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.

**EXHIBIT B**  
**(Standard Agreement)**

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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

**GENERAL TERMS AND CONDITIONS – GTC 04/2017**

The General Terms and Conditions will be included in the agreement by reference to Internet site:  
<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 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.

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

**6. Force Majeure**

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

**7. Waivers**

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

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

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

**9. Confidentiality**

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

**10. Titles/Section Headings**

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

**11. Choice of Law**

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

**12. Notices**

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

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

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

**13. Permits and Licenses**

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

**14. Books and Records**

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

**15. Key Personnel**

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

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

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

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

**17. Insurance Requirements**

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

**18. Subcontractors**

a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.

b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

**19. Notice of Proceedings**

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

**20. Cumulative Remedies**

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

**21. Binding Effect**

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

**22. Publicity**

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

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

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

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

**24. Agreement Does Not Violate Law**

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

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

**25. Power and Authority**

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

**26. Signature Authorization**

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

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

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

**28. Termination at Option of the State**

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time sixty (60) 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.

**EXHIBIT D  
(Standard 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.**

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

**34. Darfur Contracting Act**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

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

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

**35. Labor Neutrality Policy**

CHFFA 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.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. CONFLICT OF INTEREST; NO PROFIT**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**2. POLITICAL REFORM ACT**

Upon contract approval, and annually thereafter throughout the term of the contact, the selected firm will be required to comply with the Political Reform Act and to file a Statement of Economic Interest (Form 700), Fair Practices Commission.