

# **Solicitation CEFA05-10**

## **Financial Advisor**

### **State of California**

## Bid CEFA05-10 Financial Advisor

Bid Number           CEFA05-10  
Bid Title             Financial Advisor

Bid Start Date        Apr 7, 2011 2:34:38 PM PDT  
Bid End Date         May 11, 2011 4:00:00 PM PDT

Bid Contact           Kenna Waddell  
                          916-657-5165  
                          kwaddell@treasurer.ca.gov

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

### Description

The California Educational Facilities Authority is requesting proposals for financial advisory firms (the "Firm(s)") to assist in tax-exempt bond issuance and equipment financings for non-profit higher educational facilities. As described further in the Request for Proposal (RFP), CEFA anticipates entering into separate contracts with three financial advisory firms. The Firm(s) selected will provide assistance in the review of bond sales and related services, including without limitation the review of proposed underwriter spread components, the review of estimated costs of issuance items, the evaluation of the proposed structure of the financing, the preparation of an independent scale of rates for the agreed upon structure, the participation in pre-pricing and pricing calls, the review of the pricing of securities in escrow funds, the making of recommendations regarding acceptance of the underwriting offer, the preparation of post-sale evaluation of the bond sale transaction, the review of refinancing transactions and the pricing of securities in escrow funds, and the provision of assistance in reviewing the proposed allocation and allotments of bonds. The Firm (s) will also assist CEFA by providing analysis and advice on issues or questions related to tax-exempt debt markets, the non-profit higher educational sector, or any other related financial matter on an "as-needed" basis. In addition, special projects may occur from time to time on a variety of subjects and the firm selected may be requested to assist on an as-needed basis.

**California Educational Facilities Authority (CEFA)****REQUEST FOR PROPOSAL-Secondary  
Notice to Prospective Proposers****Financial Advisor for  
Bond Sale and Related Services****RFP# CEFA 05-10**

April 7, 2011

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP# CEFA 05-10, for the California Educational Facilities Authority (CEFA). The RFP seeks Financial Advisory services for the bond sale process utilized by CEFA in their role as conduit issuer of tax-exempt bonds for qualified non-profit higher educational facilities. The RFP will yield a minimum of three contracts as more particularly described herein. In submitting your proposal, you must comply with these instructions.

Please note all agreements entered into with the State of California must include by reference General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). (GTC-610) If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

California Disabled Veteran Business Enterprise (“DVBE”) Program Requirements have been waived for this RFP.

In the opinion of CEFA, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Rosalind Brewer  
Deputy Executive Director  
California Educational Facilities Authority  
(916) 653-2872

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

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## A. Purpose and Description of Services

### 1. Introduction

The California Educational Facilities Authority (CEFA) is requesting proposals for financial advisory firms (the “Firm(s)”) to assist in tax-exempt bond issuance and equipment financings for non-profit higher educational facilities. All proposals submitted to perform these services must describe the experience and qualifications demonstrating the Firm’s ability to provide these services. Failure to provide the required information may result in disqualification.

CEFA anticipates entering into three separate contract(s) to be referred to as a Primary contract, a Secondary contract, and a Tertiary contract. The Firm scoring the highest points following the evaluation process as outlined in Section C, Item 6 (d), “Evaluation Process” will be awarded the Primary contract to be used on an “as-needed” basis to perform a wide range of services related to bond sales as may occur from time to time. (Section A, Item 2, Scope of Service). The Secondary contract will be awarded to the Firm scoring the second highest points and will be used on an “as-needed” basis in the event CEFA determines a conflict of interest (as defined in Section C, Item 3, Conflict of Interest – Dual Representation) exists with the Primary Firm. The Tertiary contract will be awarded to the Firm scoring the third highest points and will be used on an “as-needed” basis in the event CEFA determines a conflict of interest (as defined in Section C, Item 3, Conflict of Interest – Dual Representation) exists with the Primary and Secondary Firms. In addition, CEFA may use any or all of the Firm(s) at anytime to assist with special projects (as defined below in Section A, Item 2 (b)) on an as-needed basis.

The selected Firm(s) are expected to be technically and professionally capable of providing the services in all subject areas described in Section A, Item 2, Scope of Service and meet the Minimum Qualifications for Proposers in Section B. CEFA anticipates a June 2011 contract start date and the Firm(s) must be available at that time to assume services. CEFA anticipates entering into two-year contracts with a one-year option to renew for the described services with a 60-day cancellation clause by either party with each of the selected Firms. Upon contract award(s), and annually thereafter throughout the term of the contract(s), the selected Firm(s) will be required to comply with the Political Reform Act and to file a Statement of Economic Interest (Form 700, Fair Political Practices Commission).

See Attachment A for a description of CEFA and a summary of the bonds issued to date.

### 2. Scope of Service

#### a) Financial Advisor on Bond and Equipment Financings

The Firm(s) will be expected to assist CEFA on an “as needed” basis to perform a wide range of services related to each bond transaction throughout the proposed contract period. Services will include:

- 1) Assist CEFA in the review of proposed underwriter spread components and estimated costs of issuance items. Make recommendations on adding syndicate members for particular transactions.
- 2) Evaluate the proposed structure of the financing as presented by the senior managing underwriter in conjunction with existing debt service of the borrower as well as the proposed security and covenant package preferred by the borrower. Make recommendations as necessary regarding security features, specific covenants, credit enhancement, specific maturities of serial or term bonds, fixed or variable rates or call provisions. Discuss

recommendations with the senior managing underwriter or the borrower's financial advisors (or both) as may be directed by CEFA.

- 3) Provide an independent scale of market comparables for the proposed financing and assist CEFA in the evaluation of the proposed scale presented by the senior managing underwriter. On an as-needed basis, participate in the pre-pricing discussion with the syndicate members, CEFA, borrower, and State Treasurer's Office. Offer suggestions on final pre-pricing adjustments, including but not limited to coupons, yields, premium or discount maturities or other structural modifications based on current market conditions.
  - 4) Participate in pre-pricing and pricing calls. Evaluate the proposed sale, including orders, proposed changes in structure or interest rates and the level of interest from institutional and retail buyers. Make recommendations to CEFA regarding acceptance of the underwriting offer.
  - 5) On refinancing transactions, review, when appropriate, the pricing of securities in escrow funds, and make recommendations to ensure the most cost-effective escrow.
  - 6) Provide assistance in reviewing the allocation and allotments of bonds proposed by the senior managing underwriter, when necessary.
  - 7) As directed by CEFA, prepare a post-sale evaluation of the financing and the key participants for use by CEFA in their on-going effort to provide a smooth, efficient, cost-effective transaction for their clientele.
- b) Special Projects

Special projects may occur from time to time on a variety of subjects. CEFA may request the selected Firm(s) to assist with these special projects on an as-needed basis. Such special projects may include, but are not limited to the following:

- 1) Assist CEFA by providing analysis and advice on issues or questions related to tax-exempt debt markets, the non-profit higher education sector, or any other related financial matter.
- 2) Provide, as requested, periodic training of CEFA staff on various aspects of the bond sale and equipment financing process.
- 3) Be available within reasonable timeframes for consultation with CEFA staff on issues relating to the financing process, which may require travel to the CEFA Office.
- 4) The creation and implementation of new financing programs including bond and equipment financing, loans or grants.
- 5) Analysis of the cost/benefit of different structuring and pricing options. This includes, but is not limited to pooled financings versus stand-alone financings, fixed rate versus variable rate bonds, insured versus uninsured bonds, callable versus non-callable bonds, and par versus premium or discount bonds.
- 6) Perform financial analysis on proposals for new products as they pertain to higher education or financing programs.
- 7) Assist CEFA staff with rating agency presentations or presentations to the Authority Board. Assist CEFA staff in the preparation of presentations for workshops and conferences.

- 8) Assist CEFA when conducting a comprehensive study of fees that issuers throughout the country are paying to financial advisors, pricing advisors, bond counsels, disclosure counsel and issuer counsel services.
- 9) Assist CEFA with conducting comprehensive analysis and evaluation of current or potential borrowers. Analysis may also include comparisons of other educational facilities throughout the state or country.
- 10) Assist in the review and revision of CEFA's tax-exempt bond guidelines.
- 11) Assist CEFA in creating template bond documents and identify, address and resolve common policy issues that tend to arise in bond documents from transaction to transaction.
- 12) The Firm(s) shall provide other related services as requested by CEFA from time to time.

### 3. Term of Agreement

The term of the agreement(s) will be for a two-year period with a one-year option to renew. The effective date of this contract is, either the start date or the approval date, by the Department of General Services, whichever is later. No work shall commence until the effective date.

### B. Minimum Qualifications for Proposers

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

1. Firm must have an office established in the State of California.
2. Firm must be licensed to do business in the State of California.
3. Firm must have 2 two years experience as a financial advisor to a statewide issuer of bonds.
4. Firm must have access to on-line financial market data and the ability to react to bond structure and pricing proposals and changes prior to and during bond pricing.
5. Firm must have knowledge and experience with tax-exempt bond structures, including fixed, variable, and auction rate securities, derivative products, swaps, forward options, etc.
6. Firm must demonstrate the ability and have the technology to provide verifications of bond premiums and discounts, debt service calculations, true interest cost and related information on a timely basis.
7. Firm must **not** be a firm that provides underwriting or investment banking services.
8. Firm **must** comply with the Darfur Contracting Act and return completed Attachment 8.

## C. Proposal Requirements and Information

### 1. Key Action Dates

It is recognized that time is of the essence. All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

<u>Date</u>	<u>Action</u>
April 7, 2011	RFP available to prospective firms.
May 11, 2011	<u>Final Date for Proposal Submission.</u> Proposals must be received at the CEFA office at 915 Capitol Mall, Room 590, Sacramento, CA 95814 By <b>4:00 P.M.</b>
May 18, 2011	Evaluation and selection of firm by evaluation committee
May 19, 2011	Notice of Intent to Award
May 26, 2011	Proposed Award Date

### 2. Firm Experience, Personnel and References

CEFA expects to have a close working relationship with its Financial Advisor(s) (“FA”) as evidenced by the nature of the services listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. CEFA expects the FA to be up-to-date with the most recent financing trends, including the ability to verify proposed debt service schedules for the lowest possible cost financing to the borrower. The FA must maintain appropriate expertise and technology at the Firms’ own expense.

- a) Experience as an FA to a state or other governmental issuer of tax-exempt bonds –Please discuss the Firm’s overall experience for financial advisory services in the pricing and structuring of state or other governmental issuers of tax-exempt bonds, including the Firm’s experience with reviewing and assessing the security and covenant package attendant to the transactions. Discuss the Firm’s overall experience that demonstrates your ability to successfully complete the Scope of Services, Section A. Item 2.

Please provide a detailed list of all FA services by client or transaction for the past three years as an attachment.

- b) Qualification of personnel/resumes – Please identify the personnel who will be providing the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current Firm as well as all prior service. CEFA 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 staff member will serve in the contract, his/her title, and the percentage of the total Firm effort that will be provided by that individual.

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

- c) References – Please submit a list of at least three references (which CEFA may contact) for which the Firm(s) has provided similar financial advisory services within the past 3 years.
- d) Other experience relating to Scope of Services – Firm(s) are invited to provide such other experience that demonstrates the Firm(s) experience as outlined in Section A), Item 2, Scope of Services (pages 1 & 2). CEFA will also consider the applicant’s demonstrated experience in the following areas:
- Experience as an FA concerning tax exempt higher educational facility bond issues.
  - The preparation and presentation of informative comparable reports including the review of proposed underwriting scales pertaining to the pricing of tax-exempt bonds for higher educational facilities.
  - Such other experience as is deemed appropriate with evidence that supports the response to this request for proposal.

### **3. Conflict of Interest – Dual Representation**

On an “as-needed” basis, the Firm(s) may be called upon to perform a wide range of services related to the bond sale and assist on special projects that may occur. Firm(s) must disclose any business relationships, which may be construed to be potential or actual conflicts of interest prior to a pending assignment. In the event CEFA determines there is the potential for or an actual conflict of interest exists for the Primary Firm, the assignment will go to the Secondary Firm. In the event CEFA determines there is the potential for or an actual conflict of interest exists for the Secondary Firm, the assignment will go to the Tertiary Firm. CEFA has the sole and exclusive authority to determine if a potential or actual conflict of interest exists. In addition, CEFA reserves the right to determine if necessary to use any or all of the Firm(s) to assist with special projects on an as-needed basis.

The Firm(s) will have a continuing requirement to disclose any client relationship that may present an actual or potential conflict of interest at anytime such may arise.

### **4. Cost Detail Format and Requirements**

Services to CEFA would be on an as-needed basis, depending upon the volume of bond financing applications received and other requirements of CEFA. CEFA reserves the right to cap fees paid on individual transactions.

The blended hourly rate for professional services will be an average of the hourly rate for all professionals expected to provide services under this anticipated contract (Partner, Managing Directors, Associate, etc.), not including support services. The blended hourly rate will be hourly rate your firm will be paid for professional services if awarded the contract. Your proposal must identify lead personnel and identify all staff to be covered under “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 various professionals with your Firm(s). The blended hourly rate will not include charges for support services or for training of staff.

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 and will not be utilized in the scoring process unless two or more firms receive the same final score. The support services rate must be reasonable, as determined by CEFA, to be considered an acceptable bid.

In addition, please provide the blended hourly rate for professional services and hourly rate for support services for the one-year option to renew. These are the rates you will charge if the contract is extended the additional year.

The following formula will be used for the award of the points for the blended hourly rates:

Lowest total fee proposal for blended hourly rate for professional services will be awarded the maximum cost points (30 points). Other proposals are awarded points based on the following calculation:

$$(\text{Lowest Bidder's blended hourly rate} / \text{Other Bidder's blended hourly rate}) = (\text{factor})$$

Blended Hourly rate points for other Bidder = (factor) "multiplied by" maximum blended hourly rate points

EXAMPLE: A maximum of 30 points is available.

Lowest Bidder's Blended Hourly Rate Proposal = \$300/hr

Other Bidder's Blended Hourly Rate Proposal = \$400/hr

$$(\text{Lowest blended hourly rate proposal} / \text{Other blended hourly rate proposal}) = \$300 / \$400 = \frac{3}{4}$$

$$(\text{Blended hourly rate points awarded to other proposal} = \frac{3}{4} \times 30 = 22.5 \text{ points})$$

The firm must submit cost for services regarding this RFP as follows:

- Blended hourly rate for professional services = \$/hr.
- Hourly rate for support services = \$/hr.
- Travel Costs = \$
- Anticipated miscellaneous expenses = \$

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

Authorized miscellaneous expenses will be limited to \$50.00 per assignment, including but not limited to, postage, mailing, courier, printing/reproduction costs, etc., unless prior approval is obtained. Please provide basis of estimate for these costs. Miscellaneous expenses must be itemized and receipts must be attached to invoice.

## 5. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to CEFA by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates, (page 4). Proposals received after this date and time will not be considered.
- d) A minimum of four (4) copies of the proposal must be submitted.

- e) The original proposal must be marked "**ORIGINAL COPY**". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Ms. Rosalind Brewer  
Deputy Executive Director  
California Educational Facilities Authority (CEFA)  
915 Capitol Mall, Suite 590  
Sacramento, CA 95814

Subject – Request for Proposals – "**Financial Advisor for**

**Bond Sale and Related Services"**

**RFP #CEFA 05-10**

**DO NOT OPEN**

- If the proposal is made under a fictitious name or business title, the actual legal name of firm must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page 11). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the minimum proposal requirements.
  - h) Mail or deliver proposals to the following address:

Ms. Rosalind Brewer  
Deputy Executive Director  
California Educational Facilities Authority (CEFA)  
915 Capitol Mall, Suite 590  
Sacramento, CA 95814
  - i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected.
  - j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CEFA may reject any or all proposals and may waive any immaterial deviation in a proposal. CEFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
  - k) Costs for developing proposals and in anticipation of award of the agreement is entirely the responsibility of the Proposer and shall not be charged to CEFA, or the State of California.
  - l) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

- m) A firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates (page 4). Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A firm may withdraw its proposal by submitting a written withdrawal request to CEFA, signed by the proposer or an authorized agent in accordance with h) above. A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) CEFA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) CEFA reserves the right to reject all proposals. The agency is not required to award an agreement(s).
- q) Before submitting a response to this solicitation, firms should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, the firm should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) An individual, firm, partnership, corporation or association under the same or different names may not submit more than one proposal.
- t) CEFA will not accept alternate contract language from the firm. A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

## **6. Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) CEFA will establish Award(s) in the following order (if any):
  - Primary Contract will be awarded to the Firm scoring the highest points.
  - Secondary Contract will be awarded to the Firm scoring the second highest points.
  - Tertiary Contract will be awarded to the Firm scoring the third highest points.

d) Proposal Evaluation

The proposals that meet the Minimum Qualifications in Section B, and the Proposals Requirements in Section C, Items 1-4, will be evaluated and scored according to the criteria indicated below. The selection(s) will be made by an evaluation committee of the Authority on the basis of the following weighted factors. (Maximum points available for each criteria are noted.)

- 1) Experience as an FA to a state or other governmental issuer of tax-exempt bonds (30 points)  
CEFA will evaluate the firm's overall experience as an FA in regards to its experience in the pricing and structuring of state or other governmental issuers of tax-exempt bonds as detailed in Section C) Item 2 (a) including the Firm's experience with reviewing and assessing the security and covenant package attendant to the transactions.
- 2) Qualifications of Personnel/Resumes (20 points)  
CEFA will evaluate the individuals to be assigned to the contract on the basis of background and experience in related work as detailed in Section C) Item 2 (b).
- 3) Cost (30 points)  
CEFA will score the cost proposal based upon the Cost Detail Format and Requirements, Section C) Item 4.
- 4) Other Experience relating to Scope of Services (20 points)  
CEFA will take into consideration and evaluate any additional experience identified by the proposal in response to Section C), Item 2 (d).

Maximum Total Possible Points

100 points

**7. Award and Protest**

- a) Notice of the proposed award(s) shall be posted in a public place in the office of the California Educational Facilities Authority, 915 Capitol Mall, Room 590, Sacramento, CA 95814 and on the following Internet site for five (5) working days prior to awarding the agreement(s): <http://www.treasurer.ca.gov/CEFA>.
- b) If any firm, prior to the award of agreement(s), files a protest with CEFA and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) firm would have been awarded a contract had CEFA correctly applied the evaluation standard in the RFP, or if CEFA followed the evaluation and scoring methods in the RFP, the agreement(s) shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting firm(s) shall file with the Department of General Services, Office of Legal Services and CEFA a full and complete written statement specifying the grounds for the protest. It is suggested the firm submit this complete written statement by certified or registered mail.
- d) Upon award of the agreement(s), the firm must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the firm is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. (This form is made part of the RFP as Attachment 4.) No payment shall be made unless a completed STD 204 has been returned to CEFA.

- e) Upon award of the agreement(s), and annually thereafter through out the term of the agreement(s), the selected Firm(s) will be required to comply with the Political Reform Act and file a Statement of Economic Interest (Form 700, Fair Political Practices Commission). (This form will be provided to the awarded Firm(s) upon award of the agreement(s) and must be returned to CEFA upon execution of the contract.)

## 8. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of CEFA 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) Proposal packages may be returned only at the firm's expense, unless such expense is waived by CEFA.

## 9. Agreement Execution and Performance

- a) Performance shall start not later than 30 days, or on the express date set by CEFA and the selected 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, CEFA, upon five (5) days written notice to the Firm, reserves the right to terminate the agreement. In addition, the Firm shall be liable to CEFA for the difference between the Firm's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

## D. Preference Programs

1. Small Business or Microbusiness Preference—[www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm)

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. The firm MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total "earned" points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.

2. Non-Small Business Preference—[www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm)

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a

"commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

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

Firms claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of either the lowest, responsive, responsible firm's price or the highest responsive, responsible firm's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business

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

#### **E. Required Attachments**

1. Required Attachment Check List (Attachment 1)  
For the proposal to be considered responsive, all required attachments listed on Attachment 1 must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates, (page 3).

**ATTACHMENT 1****CEFA 05-10****REQUIRED ATTACHMENT CHECK LIST**

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

	<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Proposer References
_____	Attachment 4	Payee Data Record (STD 204)
_____	Attachment 5	Contractor's Certification Clauses (CCC-307)
_____	Attachment 6	Small Business or Microbusiness Preference *
_____	Attachment 7	Non-Small Business Preference*
_____	Attachment 8	Darfur Contracting Act (Certification of Compliance)

\*If applicable

**ATTACHMENT 2**

CEFA 05-10

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

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

**Do not return the RFP nor the "Sample Agreement" at the end of this RFP.**

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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

### Completion Instructions for Proposal/Proposer Certification Sheet

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

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

**ATTACHMENT 3****CEFA 05-10****PROPOSER REFERENCES**

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

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, 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 Service 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			



STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268 Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

**ATTACHMENT 5  
CEFA 05-10**

**CCC-307**

**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 8103) (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.)

**ATTACHMENT 5**  
**CEFA 05-10**

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

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

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**ATTACHMENT 5**  
**CEFA 05-10**

**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.)

**ATTACHMENT 5**  
**CEFA 05-10**

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.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

**ATTACHMENT 6 & 7**

**CEFA 05-10**

Attach Proof if Claiming Small Business Preference

Small Business or Microbusiness Preference  
[www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm)

Non-Small Business Preference\*  
[www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm)\*

**ATTACHMENT 8  
DARFUR CONTRACTING ACT  
CEFA 05-10**

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>

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER  
**RFP # CEFA 05-10**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Educational Facilities Authority (CEFA)

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

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.

Exhibit A – Scope of Work 3 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions GTC - 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 7 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Attachment A – Key Personnel Page(s)

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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

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

To Be Determined

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Educational Facilities Authority (CEFA)

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ronald L. Washington, Executive Director

ADDRESS

915 Capitol Mall, Suite 590, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1) Financial Advisor on Bond and Equipment Financings

The Firm(s) will be expected to assist CEFA on an “as needed” basis to perform a wide range of services related to each bond transaction throughout the proposed contract period. Services will include:

- a) Assist CEFA in the review of proposed underwriter spread components and estimated costs of issuance items. Make recommendations on adding syndicate members for particular transactions.
- b) Evaluate the proposed structure of the financing as presented by the senior managing underwriter in conjunction with existing debt service of the borrower as well as the proposed security and covenant package preferred by the borrower. Make recommendations as necessary regarding security features, specific covenants, credit enhancement, specific maturities of serial or term bonds, fixed or variable rates or call provisions. Discuss recommendations with the senior managing underwriter or the borrower’s financial advisors (or both) as may be directed by CEFA.
- c) Provide an independent scale of market comparables for the proposed financing and assist CEFA in the evaluation of the proposed scale presented by the senior managing underwriter. On an as-needed basis, participate in the pre-pricing discussion with the syndicate members, CEFA, borrower, and State Treasurer’s Office. Offer suggestions on final pre-pricing adjustments, including but not limited to coupons, yields, premium or discount maturities or other structural modifications based on current market conditions.
- d) Participate in pre-pricing and pricing calls. Evaluate the proposed sale, including orders, proposed changes in structure or interest rates and the level of interest from institutional and retail buyers. Make recommendations to CEFA regarding acceptance of the underwriting offer.
- e) On refinancing transactions, review, when appropriate, the pricing of securities in escrow funds, and make recommendations to ensure the most cost-effective escrow.
- f) Provide assistance in reviewing the allocation and allotments of bonds proposed by the senior managing underwriter, when necessary.
- g) As directed by CEFA, prepare a post-sale evaluation of the financing and the key participants for use by CEFA in their on-going effort to provide a smooth, efficient, cost-effective transaction for their clientele.

**EXHIBIT A  
(Standard Agreement)**2) Special Projects

Special projects may occur from time to time on a variety of subjects. CEFA may request the selected Firm(s) to assist with these special projects on an as-needed basis. Such special projects may include, but are not limited to the following:

- a) Assist CEFA by providing analysis and advice on issues or questions related to tax-exempt debt markets, the non-profit higher education sector, or any other related financial matter.
- b) Provide, as requested, periodic training of CEFA staff on various aspects of the bond sale and equipment financing process.
- c) Be available within reasonable timeframes for consultation with CEFA staff on issues relating to the financing process, which may require travel to the CEFA Office.
- d) The creation and implementation of new financing programs including bond and equipment financing, loans or grants.
- e) Analysis of the cost/benefit of different structuring and pricing options. This includes, but is not limited to pooled financings versus stand-alone financings, fixed rate versus variable rate bonds, insured versus uninsured bonds, callable versus non-callable bonds, and par versus premium or discount bonds.
- f) Perform financial analysis on proposals for new products as they pertain to higher education or financing programs.
- g) Assist CEFA staff with rating agency presentations or presentations to the Authority Board. Assist CEFA staff in the preparation of presentations for workshops and conferences.
- h) Assist CEFA when conducting a comprehensive study of fees that issuers throughout the country are paying to financial advisors, pricing advisors, bond counsels, disclosure counsel and issuer counsel services.
- i) Assist CEFA with conducting comprehensive analysis and evaluation of current or potential borrowers. Analysis may also include comparisons of other education facilities throughout the state or country.
- j) Assist in the review and revision of CEFA's tax-exempt bond guidelines.
- k) Assist CEFA in creating template bond documents and identify, address and resolve common policy issues that tend to arise in bond documents from transaction to transaction.
- l) The Firm(s) shall provide other related services as requested by CEFA from time to time.

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

Contractor's Name To Be Determined  
 Agreement Number RFP# CEFA 05-10  
 Page 3 of 3

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

State Agency: California Educational Facilities Authority (CEFA)	Contractor: To Be Determined
Name: Ms. Rosalind Brewer Deputy Executive Director	Name: To Be Determined
Phone: (916) 653 – 2872	Phone:
Fax: (916) 653 - 2179	Fax:

Direct all inquiries to:

State Agency: California Educational Facilities Authority (CEFA)	Contractor: To Be Determined
Attention: Ms. Rosalind Brewer	Attention: To Be Determined
Address: 915 Capitol Mall, Suite 590 Sacramento, CA 95814	Address:
Phone: (916) 653 – 2872	Phone:
Fax: (916) 653 - 2179	Fax:

Contractor's Name To Be Determined  
Agreement Number RFP# CEFA 05-10  
Page 1 of 1

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. Not yet determined
- B. Invoices must be provided to CEFA and must include:
- The time period covered by the invoice;
  - A detailed description of each of the services completed for the period;
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

CEFA  
915 Capitol Mall, Suite 590  
Sacramento, CA 95814

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

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

Contractor's Name To Be Determined  
Agreement Number RFP# CEFA 05-10  
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**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS – GTC 610**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

[www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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**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 California Educational Facilities Authority (CEFA) identified in Paragraph 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Evaluation of Contractor**

Within sixty (60) days after the completion of this Agreement, the Contract Manager 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, Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation.

**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, CEFA 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 relation between CEFA 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 CEFA 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 CEFA to make payments to the Contractor. As a result, CEFA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**6. Force Majeure**

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

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

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 CEFA which are designated confidential CEFA and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

**10. Attorney's Fees and Costs**

In the event of any litigation between the parties to enforce or interpret the provisions of this Agreement, the non-prevailing party shall, unless both parties agree to the contrary, pay the expenses arising from such litigation, including reasonable attorney's fees, allocated costs for services of in-house counsel, and court costs, of the prevailing party. These expenses shall be in addition to any other relief to which the prevailing party may be entitled.

**11. Titles/Section Headings**

Titles and headings are not part of this Agreement; instead they are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

**12. 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.

**13. Notices**

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

Public Financial Management, Inc.

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**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.

**14. 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.

**15. Additional Documents**

Contractor and CEFA agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

**16. Disabled Veteran Business Participation has been waived.**

**17. 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 A – Key Personnel. 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 CEFA and an amendment to this Agreement.
- c. This Agreement may be terminated immediately, in the sole discretion of CEFA and upon written notice from CEFA to Contractor, because of any change in or departure of any of the Key Personnel.

**18. Changes in Control, Organization Key Personnel**

Contractor shall promptly, and in any case within five (5) calendar days, CEFA 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 the 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 CEFA to evaluate the changes within Contractor's staff or organization under the same criteria as was used by CEFA in its award of this Agreement to Contractor. Contractor agrees to provide CEFA with such additional information as requested by CEFA.

**19. 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 CEFA in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to CEFA upon request.

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**EXHIBIT D  
(Standard Agreement)**

**20. 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 CEFA. 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.

**21. Notice of Proceedings**

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

**22. 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.

**23. Binding Effect**

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

**24. Publicity**

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

**25. 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.

**26. 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.

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

**27. 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.

**28. 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.

**29. 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 attachments; (iii) the RFP; (iv) Contractor's response to the RFP; and (v) any other provisions, terms, or materials incorporated herein.

**30. Termination at Option of CEFA**

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 60 calendar days' written notice by CEFA, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event CEFA terminates all or a portion of this Agreement for any reason, it is understood that CEFA will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

**31. Termination for Insolvency**

Contractor shall notify CEFA 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 CEFA determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, CEFA may terminate this Agreement and all further rights and obligations immediately **by giving five (5) days' notice in writing in the manner specified herein.**

**32. Convenience**

If after notice of termination for failure to fulfill contract obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of CEFA.

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**EXHIBIT D  
(Standard Agreement)**

**33. Completion**

In the event of termination for default, CEFA reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to CEFA for any additional cost incurred by CEFA to complete the work whether reimbursed or not.

**34. Effect of Termination**

All duties and obligations of CEFA 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 CEFA to CEFA or its designee and shall cooperate fully to affect an orderly transfer of services.

**35. Termination for Expatriation**

Contractor shall notify STO 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, STO may terminate this Agreement and all further rights and obligations immediately by giving five days notice in writing in the manner specified herein.

**36. Compliance With Political Reform Act**

**CONTRACTOR** acknowledges that CEFA is subject to the provisions of the Political Reform Act (Government Code Sections 81000, et seq., and all regulations adopted thereunder, including, but not limited to, California Code of Regulations Sections 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, including CEFA (California Code of Regulations, Title 2, Division 2, Chapter 4, Section 1897). All such reports shall be filed simultaneously with CEFA.

**37. Compliance With Darfur Contracting Act of 2008**

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 sections 10475, et seq.; Stats. 2008, Ch. 272). 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. (See # 1 on Attachment 8).

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

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 the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the Attachment 8).

Contractor agrees that as contractor of CEFA, it will meet the requirements of CEFA policies that embrace sections 10475, *et seq.*; Stats. 2008, Ch. 272 of the Public Contract Code. (Attachment 8)

**EXHIBIT E  
(Standard Agreement)****ADDITIONAL PROVISIONS****1. ITEMIZE EXPENSES**

Contractor will itemize any actual expenses incurred in addition to those contracted. Such itemizing shall be in accordance with Paragraph 13 of Exhibit C (General Terms and Conditions). The total cost of such additional expenses, together with the cost of services rendered, shall not exceed the maximum amount of this Agreement.

**2. 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.

**3. POLITICAL REFORM ACT**

Upon contract award(s), and annually thereafter throughout the term of the contract(s), the selected Firm(s) will be required to comply with the Political Reform Act and to file a Statement of Economic Interest (Form 700, Fair Practices Commission). (<http://www.fppc.ca.gov>)

**ATTACHMENT A****CALIFORNIA EDUCATIONAL FACILITIES AUTHORITY (CEFA)****PROGRAM DESCRIPTION**

Established in 1972 pursuant to statute, the California Educational Facilities Authority (the "Authority") is a public instrumentality of the State of California and is authorized and empowered by the provisions of the California Educational Facilities Authority Act (the "Act") to provide private institutions of higher education within the state an additional means by which to expand, enlarge, and establish dormitory, academic, and related facilities, to finance such facilities, and to refinance existing facilities. In 1995, the Act was amended to expand its purpose to include providing private and public institutions of higher education within the state an additional means to assist students in financing their costs of attendance.

Financings are usually brought to the Authority by an investment banking (underwriting) firm that serves as senior manager of 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 for the Agenda. The Authority consists of five members, including the State Treasurer, who serves as Chairman, the State Controller, the Director of Finance, and two members appointed by the Governor.

The Authority has several financing programs available: Standard Bond Financing, Pooled Bond Financing, and Tax-exempt Equipment Financing Programs. Since its establishment in 1972, CEFA has issued over \$10 billion in bonds and currently has outstanding bonds totaling \$4.7 billion. During calendar year 2010, CEFA issued \$403,710,000 in tax-exempt bond financings.

In 1995 the Act was amended to add a student loan program to the Authority's portfolio. The program is available to both public and private institutions of higher education. Currently, the Authority has \$11 million in student loan bonds outstanding.

## Question and Answers for Bid #CEFA05-10 - Financial Advisor

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.