

Solicitation 2P200914

Public Affairs Project Consultant

State of California

Bid 2P200914

Public Affairs Project Consultant

Bid Number 2P200914
Bid Title Public Affairs Project Consultant

Bid Start Date Mar 8, 2010 3:14:52 PM PST
Bid End Date Apr 8, 2010 2:00:00 PM PDT
Question & Answer End Date Mar 15, 2010 10:00:00 AM PDT

Bid Contact Dora Chandler
916-414-4880
dchandler@calstrs.com

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Description

CalSTRS intends to award a contract for up to two (2) years to a qualified firm. CalSTRS has a full service strategic communications team that includes media relations, member speakers' bureau, member publications, graphic design, internal communications, Web content and video services. Additionally, CalSTRS provides information and representation at the state Capitol.

CalSTRS seeks an integrated approach using current staff and the resources of a contractor to:

- Implement a multi-layered outreach effort to educate CalSTRS members, school districts employers and members of the Legislature about the need for action to address the DB Program's unfunded liability.
- Create a program of pro-active media relations to articulate the need to address the unfunded liability.

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM



Request for Proposal 2P200914

PUBLIC AFFAIRS PROJECT CONSULTANT

Submission of Written Questions: March 15, 2010, 10:00 a.m., Pacific Standard Time, PST

Final File Date: April 8, 2010, 2:00 p.m., PST

CalSTRS Contract Services
Dora Chandler, Contract Administrator
100 Waterfront Place, MS-30
West Sacramento, CA 95605
Phone: (916) 414-4880
Fax: (916) 414-4888
E-mail address: contractservices@calstrs.com

March 8, 2010



REQUEST FOR PROPOSAL
Notice to Prospective Proposers

March 8, 2010

You are invited to review and respond to the California State Teachers' Retirement System (CalSTRS), Request for Proposal (RFP), entitled Public Affairs Project Consultant, RFP Number 2P200914. In submitting your proposal, you must comply with the instructions found herein.

The proposals must be received in the office of CalSTRS no later than April 8, 2010, by 2:00 p.m., Pacific Standard Time (PST). Proposals received after the specified date and time will be rejected.

Proposers requiring clarification of the intent and content of this RFP, or on the competitive proposal process, may request clarification only by submitting written questions to:

Dora Chandler, Contract Administrator
California State Teachers' Retirement System
100 Waterfront Place
West Sacramento, CA 95605-2807
(916) 414-4880
FAX: (916) 414-4888
E-mail: contractservices@calstrs.com

To ensure a response, questions must be received by March 15, 2010, by 10:00 a.m.; PST. Questions received by this date will be answered in writing via an Addendum and sent to all RFP recipients, without identifying the source of the query. Please see Section D, Proposal Requirements and Information, Subsection 2, entitled Submission of Written Questions, for additional information.

Any attempt by a Proposer to initiate contact with any member of the Teachers' Retirement Board and/or CalSTRS' staff, other than the Contract Services staff, regarding this RFP process may disqualify the Proposer from further consideration.

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

Christine Ford
Chief of Staff

Attachments

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A. INTRODUCTION

The California State Teachers' Retirement System (CalSTRS) was established in 1913 and today provides retirement benefits to teachers, school administrators and related employees of the public school system from pre-kindergarten through community college. The provisions for CalSTRS' programs are under those sections of the California Education Code known as the Teachers' Retirement Law. A 12-member Teachers' Retirement Board (Board), which acts as a fiduciary for its members, governs CalSTRS. Under the California Constitution, the Board also has plenary authority over all aspects of CalSTRS retirement plan administration, actuarial and investment decisions, so that authority for all other operations of CalSTRS is vested by the California Constitution in the Board.

The Board sets policy, establishes Board rules and appoints a Chief Executive Officer who has the responsibility and authority to administer CalSTRS pursuant to Board Rules and Policy and the provisions of the Teachers' Retirement Law. Under its authority over actuarial functions of CalSTRS, the Board adopts the actuarial assumptions and various rates and factors recommended by the outside independent Consulting Actuary. The Board also accepts the experience analyses, valuations and other special projects prepared by the Consulting Actuary.

CalSTRS administers the State Teachers' Retirement Plan, which is comprised of three (3) distinct benefit structures: the Defined Benefit (DB) Program, the Cash Balance Benefit Program and the Defined Benefit Supplement Program. In addition, CalSTRS administers one (1) health program, the Medicare Premium Payment Program.

For additional information, please visit our website at www.calstrs.com.

B. BACKGROUND

The member, employer and state contributions to the DB Program are established in the Education Code; the Board has no authority to set such contribution rates. The June 30, 2008 actuarial valuation of the DB Program determined that, although there were sufficient assets in the program, on an actuarial basis, to fund 87 percent of program liabilities, the contributions currently authorized by the Education Code were insufficient to amortize that unfunded obligation during any period of time. Given the severe economic downturn in 2008-09, CalSTRS anticipates that the June 30, 2009 actuarial valuation of the DB Program will find that the funded ratio of the DB Program will be significantly lower. As a result, the Board has decided that, as part of its efforts to provide long term stability to the funding of the program, legislation is needed to provide the Board limited authority to increase employer contribution rates. It is the Board's goal to seek that authority in 2011.

At the present time, CalSTRS believes that this effort will require education of members and their organizations, employers, legislators and the administration. This education will likely take utilizing many channels of communication, including, but not limited to, in-person presentations, special web sites, special communications from CalSTRS, personal meetings with individual legislators, community leaders and local media.

CalSTRS intends to award a contract for up to two (2) years to a qualified firm. CalSTRS has a full service strategic communications team that includes media relations, member speakers' bureau, member publications, graphic design, internal communications, Web content and video services. Additionally, CalSTRS provides information and representation at the state Capitol.

CalSTRS seeks an integrated approach using current staff and the resources of a contractor to:

- Implement a multi-layered outreach effort to educate CalSTRS members, school districts employers and members of the Legislature about the need for action to address the DB Program's unfunded liability.
- Create a program of pro-active media relations to articulate the need to address the unfunded liability.

C. MINIMUM QUALIFICATIONS FOR THE PROPOSER

A proposing firm must meet all of the following minimum qualifications to CalSTRS' satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications will result in the immediate rejection of the proposal.

1. As of April 8, 2010, the Proposer must have been in business for at least the last three (3) years evidenced by the submission of copies of the firm's business license for the last three (3) years.
2. As of April 8, 2010, the Proposer must have provided lead consulting services for at least one (1) public affairs engagement within the last (3) three years that involved a significant public policy issue, which involved communication with local organizations, media and public governing bodies as confirmed through the Proposed Personnel Summary and Reference Sheet, Attachment 9.

D. PROPOSAL REQUIREMENTS AND INFORMATION

1. Time Schedule

CalSTRS will use its best efforts to adhere to the time schedule. However, CalSTRS reserves the right to amend the time schedule, as it deems necessary.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Available to Prospective Proposers	March 8, 2010	
Written Question Submittal Deadline	March 15, 2010	2:00 p.m. PST
Final Date for Proposal Submission	April 8, 2010	2:00 p.m. PST
Prequalification Evaluation	April 12, 2010	
Technical Proposal Evaluation	Beginning April 13, 2010	
Finalists Interviews	TBD	
Notice of Intent to Award	TBD	
Contract Award Date	TBD	

2. Submission of Written Questions

Questions Proposers may have regarding the information presented in this RFP must be received by CalSTRS' Contract Office in writing via United States mail, e-mail at contractservices@calstrs.com, or facsimile transmission at (916) 414-4888, no later than March 15, 2010, at 2:00 p.m., PST. To ensure questions have been received, please call Dora Chandler at (916) 414-4880. CalSTRS will answer all questions received by this date in writing without divulging the source of the query. Copies of all questions and CalSTRS' responses will be sent to all parties via an Addendum who requested the RFP and will also be available on the Internet at <http://www.eprocure.dgs.ca.gov/default.htm>.

3. Minimum Qualifications Certification

The Proposer must complete Attachment 2, Minimum Qualifications Certification, certifying that the Proposer satisfies all minimum qualifications and requirements. Failure to certify satisfactorily may result in the immediate rejection of the proposal.

4. Cost Proposal

Proposers must submit their costs in the format prescribed in Attachment 4, Cost Proposal. Any deviation from the prescribed format, which in the opinion of CalSTRS is material, will result in the rejection of the proposal. The proposed cost shall include all expenses for providing to CalSTRS the services as described in this RFP, and shall be guaranteed for the term of the contract. Once the contractor is selected, the cost may be further refined depending on factors which may affect the proposed cost. In no case, will the refined cost be higher than the cost contained in the proposal.

5. Proposal Requirements

Proposers are expected to provide CalSTRS with as much information necessary in their proposals for CalSTRS to award the service agreement. At a minimum, proposals must be fully responsive to the specific requirements stated in this RFP.

To be eligible for evaluation, a proposal must adhere to the format set forth below: failure to do so may result in disqualification. Please label and separate each section to allow for ease of review by the team of reviewers.

The content and sequence of the proposal will be as follows:

<u>Section</u>	<u>Title</u>
a.	Cover Letter
b.	Table of Contents
c.	Required Attachments
d.	Proposal Questionnaire
e.	Resumes

a. Cover Letter

The cover letter, which shall be a part of the proposal package, must be signed by the individual(s) authorized to bind the Proposer contractually. An unsigned cover letter may cause the proposal to be rejected. The letter must also contain the following:

- 1) Name of proposing organization.
- 2) Organizational structure of proposing organization (e.g., corporation, partnership, etc.).
- 3) The Federal Employer Identification Number and Corporate Identification Number for proposing organization, as applicable.
- 4) Address, telephone number, and facsimile number.
- 5) Name, title, telephone number, and email address of the representative who is authorized to bind the organization in contract.
- 6) Name, title, telephone number, and email address of the Primary liaison.

- 7) A statement to the effect that the proposal is a firm and irrevocable offer good for one (1) year.
- 8) A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.
- 9) Should the proposing organization's proposal contain proprietary information, a statement to that effect must be included in the cover letter.

b. Table of Contents

Immediately following the cover letter, there must be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section/subsections and the applicable page numbers.

c. Required Attachments

Proposer shall include all documents identified in Required Attachments Check List, Attachment 1. Proposals not including the proper "required attachments" for each proposal shall be deemed non-responsive. A non-responsive proposal is one that does not meet mandatory submittal requirements.

d. Proposal Questionnaire

The Proposal Questionnaire, Attachment 3, is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire.

e. Resumes

The Proposer shall provide resumes for staff to be assigned to the account and include a brief description of services provided to clients in managing a comprehensive public affairs engagement.

6. Submission of Proposal

- a. Submit two (2) hard copies and 1 CD of your proposal in a sealed package. One (1) hard copy must contain original signatures, be labeled "Master Copy", and placed in a loose-leaf, three-ringed binder, which displays the Proposer's name on the outside front cover and the spine. (Do not submit the Master Copy with spiral binding.)
- b. All proposals must be delivered to the California State Teachers' Retirement System by April 8, 2010, 2:00 p.m., PST. Proposals received after this date and time will not be considered. Proposals must be delivered to the following address:

California State Teachers' Retirement
100 Waterfront Place
West Sacramento, CA 95605-2807

- c. The sealed proposal envelopes must be plainly marked with the RFP number and title, your organization name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP NUMBER 2P200914
PUBLIC AFFAIRS PROJECT CONSULTANT
California State Teachers' Retirement System
Dora Chandler, Contract Administrator
100 Waterfront Place, MS 30
West Sacramento, CA 95605-2807
MAIL ROOM - DO NOT OPEN

- d. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- e. A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. CalSTRS may reject any or all proposals and may waive any immaterial deviation in a proposal. CalSTRS' waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- f. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibilities of the Proposer and shall not be charged to CalSTRS.
- g. A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- h. A Proposer may withdraw its proposal by submitting a written withdrawal request to CalSTRS, signed by the Proposer or an agent authorized, through the contact person named in Section c, above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- i. CalSTRS may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum to all parties that received a proposal package.
- j. CalSTRS reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, CalSTRS is not required to award an agreement.
- k. Proposers are cautioned to not rely on CalSTRS during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- l. Proposers may submit only one (1) proposal. More than one (1) proposal from an individual, organization, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants of such collusion will be considered in this or future procurements.

7. Evaluation Process

- a. The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and must be complete. All information must be contained in the proposal. No assumptions will be made by CalSTRS regarding the intentions of the Proposer in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. All sections will be used in the evaluation. Proposers not providing all requested information may be rejected.
- b. All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the Proposer at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.
- c. Proposals and any subsequent presentations should be submitted with the most favorable terms the Proposer can offer. If CalSTRS is unable to execute an Agreement with the apparent successful competitor, CalSTRS reserves the right to award the Agreement to the next highest evaluated responsive and responsible Proposer whose proposal conforms to the requirements of this solicitation document.
- d. The purpose of the proposal evaluation process is two-fold: 1) to assess the responses for compliance with the minimum qualifications, content and format requirements; and 2) to identify the Proposers that have the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein:

1) Prequalification Evaluation

- a) Each proposal package will be dated and the end time will be recorded when received.
- b) Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted.
- c) All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
- d) All proposals will be reviewed to determine if they satisfy the minimum qualifications specified in Section C, Minimum Qualifications for the Proposer, and contain the required submittals specified in Section D, Subsection 5, Proposal Requirements.
- e) All proposals that pass the prequalification evaluation will be assessed by a panel of CalSTRS staff appointed by the CalSTRS' Chief Executive Officer or designee.

2) Proposal Evaluation

All proposals that pass the prequalification evaluation will be assessed by a panel of CalSTRS staff selected by CalSTRS' Chief Executive Officer or designee. The panel will evaluate and rate proposals for form and content according to the provisions stated in this RFP based on the categories enumerated in the Proposal, Cost, and Finalist Interview Evaluation Summary, Exhibit I.

a) Proposal Questionnaire

The Proposal Questionnaire, Attachment 3, is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire. The Proposal Questionnaire will have a maximum score of 195 points, as identified on the Proposal, Cost, and Finalist Interview Evaluation Summary, Exhibit I.

b) Cost Proposal

The Cost Proposal must include a schedule of Hourly Rates presented in the format shown in Attachment 4. CalSTRS anticipates awarding a contract on an hourly rate basis, with a cap on the total fee paid for all services rendered in any one (1) fiscal year (July 1st through June 30th).

Proposers must estimate the number of hours to be provided by each staff classification in a fiscal year. Proposers must use this estimate to compute a not-to-exceed Weighted Hourly Rate. The total amount paid for all services within a single fiscal year under any contract awarded from this RFP must not exceed the number of hours billed in the fiscal year times the Weighted Hourly Rate. CalSTRS reserves the right to request reimbursement from the successful Proposer for payments made for work provided in a single fiscal year that are in excess of the Weighted Hourly Rate times the number of hours billed.

The proposal with the lowest not to exceed Weighted Hourly Rate will receive 75 points added to the Proposal Questionnaire. Other proposals will be rated proportionately as follows:

$$\frac{\text{Lowest Weighted Hourly Rate}}{\text{Proposer's Weighted Hourly Rate}} \times \text{Maximum Number of Points} = \text{Proposer's Score}$$

c) Finalist Interview

At CalSTRS discretion, up to three (3) of the highest scoring Proposers passing the Proposal Evaluation may be invited to an in-person interview at CalSTRS in West Sacramento, California. The interview will be scored by a team of evaluators, as identified on the Proposal, Cost, and Finalist Interview Evaluation Summary, Exhibit I.

The Finalist Interview will have a maximum score of 100 points and **will be** added to the Technical Proposal Evaluation and Cost points.

8. Award and Protest

- a. If at anytime during or at the conclusion of this RFP process CalSTRS determines that, in its opinion, the results of this process are unsatisfactory, CalSTRS reserves the right to discontinue this process and decline to award a contract. If a contract award is made, the contract award will be made to the Proposer having the highest evaluation score, but may be subject to final negotiations, and satisfaction of all requirements including the DVBE contract participation requirements for this RFP.
- b. All Proposers will be notified of the outcome of the RFP. Notice of the selected contractor will be on CalSTRS' website at www.calstrs.com. News releases pertaining to the award resulting from this RFP shall not be made without prior written approval by CalSTRS' Chief Executive Officer or his designee.
- c. Any Proposer may file a protest against the awarding of the contract. The protest must be filed during the five (5) business days that the Notice of Intent to Award is posted. Within five (5) days after filing the protest, the protesting Proposer shall file with CalSTRS a full and complete written statement specifying the grounds for the protest. Protests are limited to the following grounds:
 - 1) CalSTRS failed to substantially adhere to any specified procedures as set out in the RFP.
 - 2) CalSTRS failed to apply correctly the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.
 - 3) CalSTRS failed to follow evaluation and rating methods as specified in the RFP.
 - 4) CalSTRS proposes to award a contract to other than the Proposer receiving the highest rating(s) and satisfactorily meeting all requirements of the final contract negotiations.
 - 5) CalSTRS used a method other than that set out in the RFP to determine contract award.
- d. Protests shall be made in writing and delivered to:

Contract Services
California State Teachers' Retirement System
100 Waterfront Place, MS 30
West Sacramento, CA 95605-2807

Once a protest has been filed, the contract may not be awarded until either the protest is withdrawn or CalSTRS has decided the matter. Following the receipt of a protest, the CalSTRS Chief Financial Officer (CFO) will either decide the matter or refer it to a committee appointed by the Teachers' Retirement Board for resolution. The decision by the CFO or the committee shall be final. Notification of the decision will be sent to the protesting Proposer within thirty (30) days after a decision has been reached.

9. Disposition of Proposals

Proposals that contain proprietary information should have a statement to that effect included in the cover letter with a list of all so designated pages following the cover letter. (Please label "Proprietary Information" in the upper right hand corner of any pages so designated.) CalSTRS will use reasonable efforts to exempt such pages or items from public disclosure except to the extent provided in any resulting contract or the extent required by law. CalSTRS makes no representations or warranties that such efforts will be successful. Please note that the entire proposal cannot be considered proprietary. Proposal packages may be returned only at the Proposer's expense.

10. Standard Conditions of Service

- a. All performance under the agreement shall be completed on or before the termination date of the Agreement.
- b. CalSTRS considers the Proposer to be in agreement with all Sample/Agreement General Terms and Conditions, Exhibit B, unless otherwise identified on Attachment 5, Conformance with Sample Contract Requirements. The absence of specific issues identified on Attachment 5, will constitute agreement with all remaining Contract Terms and Conditions.
- c. No oral understanding or agreement shall be binding on either party.

11. Darfur Contracting Act

Pursuant to the Darfur Contracting Act of 2008 (Act), "scrutinized companies" are ineligible to submit a proposal for a contract with a state agency. As such, the proposer must complete the Darfur Contracting Act, Attachment 8, either (1) substantiating that certification is not required or (2) certifying that the proposer is not a scrutinized company, as defined by the Act. Proposals submitted without a completed Darfur Contracting Act, Attachment 8 may be deemed ineligible.

12. Disabled Veteran Business Enterprise (DVBE) Program Requirements

The California Public Contract Code (PCC) Section 10115 et seq. requires a participation goal of three (3%) percent DVBE for contracts awarded by CalSTRS. This goal applies to the total contract dollars expended by CalSTRS annually.

It is the policy of the Teachers' Retirement Board that all contracting activities are performed in accordance with all applicable state and federal laws. The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS. In accordance with this policy, CalSTRS encourages its contractors to seek opportunities, to do business with DVBE firms.

All Proposers must complete and return Attachment 10, Statement of Commitment to Meet Disabled Veteran Business Enterprise Contract Participation Goal or submit both Exhibit C, Disabled Veteran Business Enterprise Program Requirements, demonstrating the 3% participation and Exhibit D, Disabled Veteran Business Enterprise Incentive Information and Declaration Form. Proposers who submit Exhibits C and D will receive ten (10) incentive points added to their score as identified on Exhibit I, Proposal, Cost and Finalist Interview Evaluation Summary.

13. Proposer's Authorized/Key Personnel

- a. Exhibit E, Proposer's Authorized/Key Personnel, names certain members (authorized/key individuals who perform services under this agreement) of Contractor's staff who will exercise a significant role under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel".
- b. Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS' prior approval. However, with CalSTRS' prior approval, the parties may agree in writing to a change in these Authorized/Key Personnel, which writing shall become a part of this Agreement.
- c. This Agreement may be terminated immediately, in CalSTRS' sole discretion and upon written notice from CalSTRS to Contractor, because of any change in or departure of Contractor's Authorized/Key Personnel.

14. Disclosure of Campaign Contributions, Disclosure and Limits on Charitable Contributions, and Gifts

a. Policy

Section 600 H of the Teachers Retirement Board Policy Manual set forth policies requiring entities engaging in business with CalSTRS to disclose campaign contributions in excess of \$250, prohibits providing charitable contributions in excess of \$250, and gifts in excess of \$390, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit F.

b. Application of Policy to Contractor

This policy applies to all Contractors having a business relationship or seeking a business relationship with CalSTRS or to any business relationship that is considered by the Teachers Retirement Board in a closed session meeting.

c. Disclosure of Campaign Contributions

Contractor and each of its Authorized/Key Personnel, Exhibit E shall disclose campaign contributions, as defined by the Political Reform Act, valued in excess of \$250, made to or on behalf of any existing Teachers Retirement Board member, candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and to any CalSTRS officer or employee.

d. Charitable Contributions

1) Limit on Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall not provide any charitable contribution, as defined by the Political Reform Act, in excess of \$250, individually or in the aggregate in any calendar year, directly to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall disclose charitable contribution, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

e. Gifts1) Limit on Gifts

Contractor and each of its Authorized/Key Personnel shall not provide any gifts, as defined by the Political Reform Act, in excess of \$390, individually or in the aggregate in any calendar year, to any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Gifts

Contractor and each of its Authorized/Key Personnel shall disclose gifts, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

f. Submission of Disclosures

Contractor and each of its Authorized/Key Personnel shall, with the offering of this contract for execution and annually thereafter, submit disclosures of contributions and gifts described in this section on a form prescribed by CalSTRS. The current disclosure form required to be submitted with the signing of the contract is attached as Exhibit G. Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

g. Violation of Policy by Contractor

Violations of any of the provisions of this section may, at the discretion of CalSTRS, subject the Contractor to disqualification from doing future or additional business with CalSTRS for a period of two (2) years.

h. Changes in Laws or Policy

CalSTRS reserves the right to amend, upon prior written notice, the above provisions to conform with any subsequent amendments to the political reform laws and CalSTRS policies. Contractor shall have the right to terminate the Contract upon thirty (30) days written notice should it deem any such amendment unacceptable.

15. Addenda: Errors and Omissions

CalSTRS may modify any part of the RFP in writing by issuance of an addendum. Addenda issued prior to the final filing date for submission of proposals will be sent to all parties who were sent the RFP and also available on the Internet at <http://www.eprocure.dgs.ca.gov/default.htm>. Addenda issued after the final filing date will be sent to all responding Proposers as appropriate.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer shall immediately notify the CalSTRS Contract Office of such error in writing and request clarification or modification of the document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications of the RFP by CalSTRS shall be made by addenda. Clarifications by CalSTRS shall be issued by written notice to all parties who were sent the RFP. If, prior to the final filing date for submission, a Proposer fails to notify CalSTRS of a known error, or an error that reasonably should have been known, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

The provisions of any written amendment hereto or clarification hereof issued by CalSTRS pursuant to this section shall be incorporated by reference and made a part of the contract awarded as a result of this RFP.

16. Background Investigation

Selected Contractor(s) must demonstrate compliance with CalSTRS' Contractor Background Investigation Policy, Exhibit H for all contract employees that will provide services to CalSTRS under the resulting contract.

E. PREFERENCE PROGRAMS

Proposers who may have questions regarding the following bid preferences may contact the Office of Small Business and DVBE Certification at (916) 375-4940, for Small Business preference, DVBE incentive and the TACPA/EZA/LAMBRA Preference Program Group at (916) 375-4609.

1. Small Business Preference – <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>
2. Disabled Veteran Business Enterprise Incentive
– <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive.htm>
3. Target Area Contract Preference Act (TACPA) – <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
4. Enterprise Zone Act (EZA) – <http://www.pd.dgs.ca.gov/edip/eza.htm>
5. Local Agency Military Base Recovery Area (LAMBRA) Act
– <http://www.pd.dgs.ca.gov/edip/lambra.htm>

ATTACHMENT 1

REQUIRED ATTACHMENTS

 Proposer Organization Name

For each proposal submitted, please complete this checklist confirming the items included in your proposal. Place a check mark or "X" next to each item that you are submitting to CalSTRS. For your proposal to be responsive, all required attachments must be returned, including this checklist. Submit two (2) hard copies and 1 CD of your proposal in a sealed package. The "Master" copy must contain the original signatures of the individual who is authorized to bind the Proposer contractually.

Attachments**Attachment Name/Description**

_____ Attachment 1	Required Attachments
_____ Attachment 2	Minimum Qualifications Certification
_____ Attachment 3	Proposal Questionnaire
_____ Attachment 4	Cost Proposal
_____ Attachment 5	Conformance with Sample Contract Requirements
_____ Attachment 6	Warranties Certification
_____ Attachment 7	Proposer Firm References
_____ Attachment 8	Darfur Contracting Act
_____ Attachment 9	Proposed Personnel Summary and Reference Sheet
_____ Attachment 10	Statement of Commitment to Meet Disabled Veterans Business Enterprise Contract Participation Goal

Exhibits**Exhibit Name/Description**

_____ Exhibit C	Disabled Veteran Business Enterprise Program Requirements,
_____ Exhibit D	Disabled Veteran Business Enterprise Incentive Information and Declaration Form
_____ Exhibit E	Proposer's Authorized/Key Personnel
_____ Exhibit G	Form 600 – H Disclosure of Contributions and Gifts
_____ Exhibit K	Business and Travel Reimbursements for Excluded/Non-represented Employees
_____ Exhibit L	Travel Expense Claim (Standard Form 262)

Other Required Attachments

Professional Staff Resume and References Summary Sheet
Full Service Capability Description/Approach

ATTACHMENT 2

MINIMUM QUALIFICATIONS CERTIFICATION

Proposer Organization Name

The Proposer must substantiate that the firm satisfies each of the minimum qualifications, to CalSTRS' satisfaction, to be given further consideration for a contract award. The Statement must contain sufficient information as prescribed to assure CalSTRS of its accuracy. Failure to provide complete information, based on CalSTRS' sole judgment, will result in the immediate rejection of the bid.

- 1) As of April 8, 2010, the Proposer has been in business for at least the last ____ (number) years as evidenced by the submission of copies of the firm's business license for the last three (3) years.

Business licenses for the last three (3) years have been submitted?

Yes / No

- 2) As of April 8, 2010, the Proposer has provided lead consulting services for at least ____ (number) public affairs engagements within the last (3) three years that involved a significant public policy issue, which involved communication with local organizations, media and public governing bodies as confirmed through the Proposed Personnel Summary Sheet, Attachment 9.

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE

The Proposal Questionnaire is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire.

ORGANIZATION NAME: _____

MAIN ADDRESS: _____

AUTHORIZED SIGNOR NAME: _____

Title: _____

Phone: _____ Fax: _____

E-mail address: _____

CONTACT NAME: _____

Title: _____

Phone: _____ Fax: _____

E-mail address: _____

OTHER OFFICE LOCATIONS: _____

A. Proposer Organizational Background, Experience and References

1. The proposal shall include an introduction page that exemplifies the commitment of the Contractor to providing CalSTRS the public affairs project management services as described in Exhibit A, Scope of Services.
2. The proposer must submit a statement indicating what year the firm was founded; what is the primary business of the firm; and the length of time the firm has been providing public affairs services.
3. The proposer must provide information on the locations of the headquarters office and branch offices that will be providing services under the agreement; the relationships of each branch office to other branch offices and to the headquarters office. Identify the individual who has overall responsibility for the firm's operations.

ATTACHMENT 3 (Cont'd.)

PROPOSAL QUESTIONNAIRE

4. The proposer must provide a description of the operational structure of the firm, including the following: What services are centralized? How many employees are there at location(s) which will be providing services? How many of these employees will be performing services related to this agreement? Include an organization chart indicating reporting relationships and geographic location of staff proposed for the CalSTRS account.
5. The proposer must provide a detailed description of any potential for conflict which would be created as a result of the firm entering into an agreement with CalSTRS; include other client relationships which may inhibit services to CalSTRS on a primary basis. If no conflict exists, provide a statement stating such.
6. The proposer must provide references for three (3) clients, one (1) of which is a client for whom the proposer has undertaken a public affairs engagement within the past (3) three years that involved a significant public policy issue. This information must be submitted on the Proposer Firm References, Attachment 7. CalSTRS reserves the right to contact any of the persons/companies provided, and also retains the right to conduct reference checks beyond that supplied by the proposer.
7. The proposer shall provide a description of how the firm intends to manage the public affairs strategy, including its interaction with CalSTRS staff responsible for the execution of activities related to the assignment.
8. The proposer shall provide a summary that tells CalSTRS about its organization, expertise and how its approach may differ from competitors. Provide CalSTRS with a brief history of the organization and financial stability. CalSTRS is interested in learning the following:
 - a. Proposer's experience in public pension issues and state government.
 - b. An illustration of proposer's approach to communicating to audiences at different levels of engagement.
 - c. An explanation for the relationship between public relations, public affairs and advocacy.
 - d. The proposer's experience using Web and mobile technology to develop grassroots support for issues.
 - e. A description of employed media relations strategies that address the shrinking newsroom and the limitations of citizen media.
 - f. Case studies of similar assignments and client list, including samples of work that best exemplify the proposer's work.

B. Professional Staff Resumes and References

1. The Proposer shall provide resumes for staff to be assigned to the account and include a brief description of services provided to clients in managing a comprehensive public affairs engagement.

ATTACHMENT 3 (Cont'd.)

PROPOSAL QUESTIONNAIRE

2. The Proposed Personnel Summary and Reference Sheet, Attachment 9, must include the following information:
 - a. Proposed Lead Consultant name, project role, total number years of experience and how many years with firm;
 - b. Professional qualifications and related experience.

C. Full Service Capability Description/Approach

The proposer must provide a written description outlining how it will manage all the activities described in the services required below, as identified in the Scope of Services.

- a. Development of overall public affairs outreach
- b. Identification of key audiences and research needs
- c. Development of key messages for ongoing issues
- d. Speechwriting and advance work
- e. Day-to-day traffic coordination
- f. Web-based tool kit for members and employers
- g. Media relations consulting

ATTACHMENT 4

COST PROPOSAL

 Proposer Organization Name

The Proposer must adhere to the format set forth below; failure to do so may result in disqualification. The ratio of hours to be delivered by each staff classification should be based on anticipated participation in work on research and analysis requests in a single fiscal year. Proposers must estimate the number of hours to be provided by each staff classification in a fiscal year. Proposers must use this estimate to compute a not-to-exceed Weighted Hourly Rate. The estimated number of hours will be used only to determine the Proposer's Weighted Hourly Rate.

The total amount paid for all services within a single fiscal year under any contract awarded from this RFP must not exceed the number of hours billed in the fiscal year times the Weighted Hourly Rate. CalSTRS reserves the right to request reimbursement from the successful Proposer for payments made for work provided in a single fiscal year that are in excess of the Weighted Hourly Rate times the number of hours billed.

The successful Proposer will be awarded a contract for up to two (2) years; the hourly rates submitted shall be guaranteed for the contract term. Should staff assigned to the contract change, CalSTRS will assign the hourly rate based on comparability to the staff classification identified in the Proposer's Cost Proposal.

Travel rates should not be included in the hourly rate. Contractor's travel expenses that are necessary, requested and authorized by CalSTRS shall be reimbursed at a rate not to exceed that authorized under State law and the Department of Personnel Administration rules for California State excluded/non-represented employees as described in Exhibit K, Business and Travel Reimbursements for Excluded/Non-represented Employees. Reimbursement will be made upon receipt of a correct Travel Expense Claim (Standard Form 262), Exhibit L.

Staff Classification	Name	Hourly Rate	Ratio of Hours(as a percentage %)	Weighted Hourly Rate ¹
Lead Consultant		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$
Not-to-Exceed WEIGHTED HOURLY RATE²			Must Total 100%	\$ _____

¹ The hourly rate times the percentage of hours

² The sum of the weighted hourly rate for all staff classifications proposed.

 Proposer's Authorized Signature

 Printed Name

 Title

 Date

ATTACHMENT 5

CONFORMANCE WITH SAMPLE CONTRACT REQUIREMENTS

Proposer Organization Name

CalSTRS considers the Proposer to be in agreement with all Sample Agreement/General Terms and Conditions, Exhibit B, unless otherwise identified herein. The absence of specific issues identified in the table below will constitute agreement with all remaining Sample Contract Terms and Conditions.

<i>Item #</i>	<i>Contract Section</i>	<i>Comment</i>

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 6

WARRANTIES CERTIFICATION

Proposer Organization Name

The signature affixed hereon and dated certifies that the Proposer agrees to the incorporation of the following warranties in any contract awarded pursuant to this RFP:

1. Proposer warrants that it maintains errors and omissions insurance providing a prudent amount of coverage for negligent acts or omissions and that such coverage is applicable to Contractor's actions under the Contract.
2. Proposer warrants that it maintains or shall cause to be maintained as "All Risk Coverage" for property damage and business interruption (including computers and their peripheral equipment) subject to policy terms and conditions.
3. Proposer warrants that its firm and its employees shall not disclose any information made available to the firm by CalSTRS for the purpose of providing services under the contract.
4. Proposer warrants that all materials provided by CalSTRS and that all copies or derivations of said materials, will be returned to CalSTRS or will be physically and/or electronically destroyed upon request by CalSTRS.
5. Proposer warrants that it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written approval from CalSTRS to do so.
6. Proposer agrees to promptly notify CalSTRS of any changes in Proposer's compliance with the warranties stated herein and agrees to restore the warranties as required by CalSTRS, in the event of a lapse. In the absence of a notice to CalSTRS to the contrary, CalSTRS has the right to rely on the on-going effectiveness of each warranty contained herein.
7. If applicable, further and other warranties will be determined at the time of execution of the contract agreed upon by both the Proposer and CalSTRS.

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 7

PROPOSER FIRM REFERENCES

Proposer Firm Name

List below three (3) client references, for which your firm has provided similar services as described in Exhibit A, Scope of Services.

Failure to complete and return this Attachment will cause your proposal to be rejected.**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates 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

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Brief Description of Service Provided

ATTACHMENT 8

DARFUR CONTRACTING ACT

 Proposer Firm Name

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently has or within the previous three years 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 complete only one of the following three(3) paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have and have not, within the previous three (3)
Initials years, had business activities or other operations outside of the United States.

OR

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

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company as defined in
below 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>Proposer/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 and State of</i>

ATTACHMENT 9

PROPOSED PERSONNEL SUMMARY AND REFERENCE SHEET

Proposer Firm Name

CalSTRS reserves the right to contact any of the persons provided as company/agency references.
CalSTRS also retains the right to conduct reference checks beyond those supplied.

Proposed Lead Consultant Name	
Project Role	
Total number years of experience	
How many years with firm	
Professional Qualifications: <u>Description</u>	
Related Experience: <u>Description</u>	
Business Reference 1	
Name of Company/Agency	
Company/Agency City, State, Country	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service	
Business Reference 2	
Name of Company/Agency	
Company/Agency City, State, Country	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service	

ATTACHMENT 9 (Cont'd.)

PROPOSED PERSONNEL SUMMARY AND REFERENCE SHEET

Proposed Lead Consultant Name	
Project Role	
Total number years of experience	
How many years with firm	
Professional Qualifications: <u>Description</u>	
Related Experience: <u>Description</u>	
Business Reference 1	
Name of Company/Agency	
Company/Agency City, State, Country	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service	
Business Reference 2	
Name of Company/Agency	
Company/Agency City, State, Country	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service	

NOTE: Please attach additional sheets as necessary.

ATTACHMENT 10

**STATEMENT OF COMMITMENT TO MEET
DISABLED VETERAN BUSINESS ENTERPRISE
CONTRACT PARTICIPATION GOAL**

If selected as a potential contractor, _____
(Proposer Name) hereby commits to comply with CalSTRS' intent regarding the contract participation goal of three percent (3%) Disabled Veteran Business Enterprise, in accordance with the provisions of Public Contract Code Sections 10115.

Authorized Signor Name

Title

Signature

Date

SCOPE OF SERVICES

CalSTRS intends to secure the services of a firm that can provide overall management of this public affairs effort and assist in developing internal competences in an engagement of up to (2) two years with a one-year option to extend. Specifically, the services to be provided by this firm would include all of the following:

- Reputation Management
- Government Relations
- Issues Management
- Message Development
- Member Outreach

Specific services required include:

1. Development of overall public affairs outreach

Contractor shall implement a coordinated, multi-layered outreach effort with identified communications channels to educate and engage CalSTRS members, school district employers and members of the Legislature about the need for prompt action to address the Defined Benefit Program's unfunded liability.

2. Identification of key audiences and research needs

Contractor shall identify key audiences and opinion leaders. Using available CalSTRS research and new surveys, the contractor will evaluate research to assist in the implementation and ongoing sustainability of the outreach effort. Contractor will evaluate the need for and suggest additional research needs; and coordinate the collection of additional research such as focus groups.

3. Development of key messages for ongoing issues

Contractor shall develop core messages for the key audiences and benchmarks of the funding solution, as well as, for ongoing issues related to the unfunded liability.

4. Speechwriting and advance work

Contractor shall prepare speeches, presentations, briefings, articles, scripts, editorials, etc. related to the unfunded liability. Contractor will provide audience research, and travel with key CalSTRS staff to selected speaking events and meetings.

5. Day-to-day traffic coordination

Contractor shall manage and coordinate daily executive staff speaking schedules, media relations developments, shareholder events, government affairs updates, Web site and

social media feedback, with the CalSTRS team. Team meetings and check-ins will occur on a weekly basis.

6. Web-based tool kit for members and employers

Contractor shall augment and advance the effectiveness of CalSTRS online presence related to the unfunded liability to educate and inform CalSTRS members and employers. The Contractor will contribute to the new CalSTRS Web site (Calstrsbenefits.us) devoted to the funding strategy. An electronic informational kit for members and employers on plan funding is a key Contractor deliverable.

7. Media relations consulting

Contractor shall create a program of pro-active media relations to articulate the need to address the unfunded liability. Contractor shall provide CalSTRS with California and national analysis of pension issues based on daily news collection.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California State Teachers' Retirement System (CalSTRS)

CONTRACTOR'S NAME

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	X page(s)
Exhibit B – Budget	X page
Exhibit C – Teachers Retirement Board Policy Manual Section 600H	3 pages
Exhibit D – Disclosure of Contributions and Gifts	2 pages
Exhibit E – Authorized/Key Personnel	1 page
Exhibit F - CalSTRS' Contractor Background Investigation Policy	3 page
Exhibit G - Certification of Contractor's Employee Background Investigation Form	1 page
Exhibit H - Personal History Statement	1 page

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)*BY *(Authorized Signature)*DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California State Teachers' Retirement System (CalSTRS)

BY *(Authorized Signature)*DATE SIGNED *(Do not type)*PRINTED NAME AND TITLE OF PERSON SIGNING
Robin Madsen, Interim Chief Financial Officer

ADDRESS

100 Waterfront Place
West Sacramento, CA 95605-2807**California State Teachers'
Retirement Use Only****APPROVED AS TO FORM**☐ Exempt

A. INTRODUCTION

The California State Teachers' Retirement System (CalSTRS) and Contractor Name (Contractor) enter into this agreement to provide (Briefly describe history and/or services to be provided. If applicable include Attachment/Exhibit.)

B. AGREEMENT LIAISONS**1. Contractor**

- a) Contractor liaison for services shall be Name, Title, Telephone number, E-mail address.
- b) Correspondence may be addressed to mail address.

2. CalSTRS

- a) CalSTRS liaison for services shall be Name, Title, Telephone number, E-mail address and Mail Stop ##.
- b) Contract Services, Name, Title, Telephone number, E-mail address and Mail Stop 30, for questions related to the agreement.
- c) Support Accounting, Name, Title, (916) 414-4376, E-mail address and Mail Stop 29, for questions related to invoices/payments.
- d) Correspondence may be addressed to the California State Teachers' Retirement System, 100 Waterfront Place, Mail Stop (number above), West Sacramento, CA 95605-2807 or PO Box 15275, Sacramento, CA 95851-0275.
- e) Any notices to be given shall be in writing and served to CalSTRS either personally or delivered by mail to the address listed above, including:

Branch Name
Name, Deputy Chief Executive Officer
Mail Stop ##

C. TERM

The term of this Agreement shall be from (start date) or upon final signature of both parties, whichever occurs later, through (end date).

D. FEES

The total amount of this Agreement shall not exceed \$, unless amended in writing and signed by the CalSTRS' Accounting Officer.

Fees shall be calculated as .

E. BUDGET DETAIL AND PAYMENT PROVISIONS**1. Invoicing and Payment**

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, CalSTRS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.
- b) Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Support Accounting Office (MS 29)
California State Teachers' Retirement System
PO Box 15275
Sacramento, CA 95851-0275
- c) Invoice(s) must include: 1) CalSTRS' Agreement Number; 2) contractor's name, address and telephone number; 3) itemized description of services including detailed cost and date(s) of services; 4) fiscal year in which services were rendered; and 5) total amount of invoice.

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, CalSTRS 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, CalSTRS shall have the option to either cancel this Agreement with no liability occurring to CalSTRS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Travel

Contractor's travel expenses that are necessary, requested and authorized by CalSTRS shall be reimbursed at a rate not to exceed that authorized under State law and the Department of Personnel Administration rules for California State excluded/non-represented employees as described in Attachment X, Business and Travel Reimbursements for Excluded/Non-represented Employees or will be processed in the most economical method available. Reimbursement will be made upon receipt of a correct Travel Expense Claim (Standard Form 262), Attachment X, submitted in duplicate with actual expense receipts attached.

F. GENERAL TERMS AND CONDITIONS**1. Timeliness**

Time is of the essence in this Agreement.

2. Approval

This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until approval has been obtained.

3. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. Taxes

Unless otherwise required by law, CalSTRS is exempt from Federal excise taxes. CalSTRS will only pay for any state or local sales or use taxes on the services rendered or goods supplied to CalSTRS pursuant to this Agreement.

5. Severability

Should any provision(s) of this agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligations arising in such provision(s); the balance of this agreement, if capable of performance shall remain and continue in full force and effect.

6. Force Majeure

Neither party shall be liable to the other for delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Nondiscrimination

During the performance of this Agreement, contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, and use of family and medical care leave pursuant to federal law. Contractors and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code,

section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of CalSTRS in the form of a formal written agreement.

9. Disputes

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and CalSTRS employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, CalSTRS shall provide a forum for the discussion of the disputed item(s), at which time a third party, mutually agreed upon by the parties to this Agreement, shall be requested to assist in the resolution of the dispute. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.

CalSTRS and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

10. Confidentiality

Contractor, in course of its duties, may handle investment, financial, accounting statistical, personal, technical and other data and information relating to CalSTRS and its members. All such information is confidential, and, unless permitted by CalSTRS in writing, Contractor shall not disclose such information, directly or indirectly, or use it in any way, either during the term of the agreement or any time thereafter, except as required to perform its duties under this agreement. Any disclosure of information contrary to this provision shall be considered a material breach of this agreement. Contractor warrants that only those who are authorized and required to such materials will have access to them. Failure to comply with this provision will subject Contractor to liability, including all damages to CalSTRS and third parties. Contractors who may, in the course of their duties, have access to any CalSTRS information and/or assets, must individually sign a CalSTRS Information Security Confidentiality and Non-Disclosure Agreement prior to engaging work with CalSTRS.

11. Contractor Employee Relationship

Contractor understands and acknowledges that the personnel provided to CalSTRS under this agreement are the employees of the Contractor or Independent Contractors who have a contractual relationship with the Contractor. Contractor agrees to indemnify, defend and hold harmless CalSTRS from any and all claims made against it including, but not limited to, claims for salaries, liability for tax withholding, workers' compensation, disability or miscellaneous employment benefits, whether based on tort, contract or other theories of recovery arising out of injury, disability, or death of Contractors' employees or Independent Contractors.

Contractor shall perform a background investigation on all contract employees working at CalSTRS under this contract. Contractor's background investigation shall consist of the components prescribed in CalSTRS' Contractor Background Investigation Policy (Exhibit X). Compliance with CalSTRS' Contractor Background Investigation Policy must be affirmed with submission of Certification of Contractor's Employee Background Investigation Form (Exhibit X) for each contract employee providing services to CalSTRS under this contract. Further, all contract employees must submit to CalSTRS the Personal History Statement (Exhibit X) identifying any relatives of the contract employee that are CalSTRS members, beneficiaries, or employees.

12. Titles/Section Headings

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

13. Choice of Law

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 the state or federal courts 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.

14. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalSTRS or the State of California.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Entire Agreement

This agreement contains all representations and the entire understanding between the parties with respect to the subject matter herein. If applicable, the competitive process as it may have been amended and clarified by CalSTRS prior to the award of this agreement as well as the Contractor's proposal/bid shall be considered part of this contract. However, in the event a conflict in interpretation arises, the contract document shall prevail. Any correspondence, memoranda or agreements shall be replaced in total by this agreement.

18. Compensation

The consideration to be paid Contractor, as provided herein, shall be as compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

19. Knowledge Transfer

Where appropriate, Contractor's obligations under the terms of this contract include a "knowledge transfer" to CalSTRS. "Knowledge transfer" is defined as that personal and/or technical knowledge or information which will enable, or enhance the ability of, CalSTRS staff to maintain and operate contracted-for programs, equipment and facilities.

If the Contract includes the purchase of equipment, "knowledge transfer" shall also include education and training, including all relevant documentation, to enable CalSTRS to maintain the equipment based on Contractor's methodology. The Contractor agrees that CalSTRS may reproduce such documentation for its own use in maintaining the equipment.

Any additional training or instruction necessary to realize the "knowledge transfer" shall be provided at no additional cost to CalSTRS.

G. AFFIRMATIVE COVENANTS

1. 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.

2. Reports and/or Meetings

- a) Contractor shall provide oral or written progress reports as requested by CalSTRS to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for discussing and resolving problems encountered.
- b) Contractor shall meet with CalSTRS' staff and/or the Board upon request to discuss progress on the Agreement or to present findings, conclusions and recommendations.

3. Audit

- a) During and for three years after the term of this Agreement, Contractor shall permit the Bureau of State Audits, CalSTRS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalSTRS, books and records of Contractor relating to its performance of this Agreement.
- b) Contractor shall be subject to examination and audit by the Bureau of State Audits, CalSTRS, and CalSTRS' representatives during the term of this Agreement and for three

years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Contractor shall cooperate fully with the Bureau of State Audits, CalSTRS, and/or CalSTRS' authorized representatives in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

4. Additional Documents

Contractor and CalSTRS 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.

5. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

The California Public Contract Code (PCC) Section 10115 et seq. requires a participation goal of three (3%) percent DVBE for contracts awarded by CalSTRS. This goal applies to the total contract dollars expended by CalSTRS annually.

The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS. In accordance with this policy, CalSTRS encourages its contractors to seek opportunities, to do business with DVBE firms.

In compliance with the statutory requirements and with respect to the execution of this Agreement:

- a) Contractor agrees that, as a Contractor of CalSTRS, it will meet the requirements of the Board's policies regarding the 3% disabled veteran business enterprise (DVBE) participation goal.
- b) Contractor, in contracting for goods and services pursuant to this Agreement, shall make good faith efforts to comply with the Board's objectives and policy regarding DVBE participation. Contractor shall report such efforts and the level of participation by DVBEs to CalSTRS in the format prescribed by CalSTRS.
- c) Nothing shall be construed to authorize any contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- d) Contractor agrees to provide CalSTRS or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of PCC sections 10115, et seq. Upon reasonable notice, Contractor shall permit CalSTRS or its delegate access to its premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of PCC sections 10115, et seq. and Title 2, California Code of Regulations, sections 1896.60, et seq. Contractor agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered into hereunder.

6. Reportable Interests

Contractor shall not directly or indirectly receive any benefit from recommendations made to CalSTRS and shall disclose to CalSTRS any personal investment or economic interest of Contractor which may be enhanced by the recommendations made to CalSTRS. Contractor acknowledges that the System is subject to the provisions of the Fair Political Practices laws of California (Government Code section 81000, et seq., and all regulations adopted thereunder, including, but not limited to, Title 2, California Code of Regulations, section 18700) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its Authorized/Key personnel named [in response to Section (), in the Request for Proposal] and all later substitutions therefore to file Statements of Economic Interests in compliance with CalSTRS' Conflict of Interest Code (Title 5, California Code of Regulations, section 22000 et seq.). All such reports shall be filed simultaneously with the Staff.

7. Authorized/Key Personnel

- a) Exhibit X, Contractor Name Authorized/Key Personnel, names certain members (authorized/key individuals who perform scope services under this agreement) of Contractor's staff who will exercise a significant role under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel".
- b) Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS' prior approval. However, with CalSTRS' prior approval, the parties may agree in writing to a change in these Authorized/Key Personnel, which writing shall become a part of this Agreement.
- c) This Agreement may be terminated immediately, in CalSTRS' sole discretion and upon written notice from CalSTRS to Contractor, because of any change in or departure of Contractor's Authorized/Key Personnel.

8. Changes in Control, Organization or Authorized/Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify CalSTRS 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 exercise a significant administrative, policy, or consulting role under this Agreement, including without limitation the Authorized/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 CalSTRS to evaluate the changes within Contractor's personnel or organization under the same criteria as was used by CalSTRS in its award of this Agreement to Contractor. Contractor agrees to provide CalSTRS with such additional information as CalSTRS may request.

9. Indemnification

Contractor agrees to indemnify, defend and hold harmless the State of California, CalSTRS, the CalSTRS Teachers' Retirement Board, the California State Teachers' Retirement Fund, and all of the officers, trustees, agents and employees of the foregoing, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which (i) arise out of or are due to a breach by Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or (ii) are caused by or resulting from

Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or (iii) accrue or result to any of Contractor's subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying services, material or supplies in connection with the performance of this Agreement.

10. Compliance with Statutes and Regulations

Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify CalSTRS against any loss, cost, damage or liability by reason of contractor's violation of this provision.

11. Subcontractors

- a) Contractor shall perform the work contemplated with resources available within its own organization. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CalSTRS. The subcontractor must be mutually agreed upon in advance by both parties.
- b) Contractor shall require any subcontractor agree to be bound by all provisions, of this Agreement as applicable.

12. Notice of Proceedings

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

H. **NEGATIVE COVENANTS**

1. Publicity

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

2. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid for 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 appropriate on the advice or recommendations that Contractor provides under this Agreement.

I. **CONTRACTOR CERTIFICATION CLAUSES**

1. Statement of Compliance – Nondiscrimination

Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 et seq.

2. Americans with Disabilities Act

By signing this Agreement, Contractor assures CalSTRS that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

3. National Labor Relations Board Certification

Contractor, by signature hereto, does swear under penalty of perjury that no more than one 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.

4. 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 within the Labor Code Section 3700, and Contractor affirms to comply with such provisions, before commencing the performance of the work of this Agreement.

5. Illegal Alien

Contractor will comply with 8 U.S.C. §1621 et seq. and shall not knowingly employ or contract with an illegal alien to perform work.

6. Drug-Free Workplace

Contractor will comply with the requirements of 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 policy statement; and,
 - 2) Agree to abide by the terms of the company's statements 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: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

7. 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 CalSTRS will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. Corporate Qualifications To Do Business in California

- a) When agreements are to be performed in the state by corporations, CalSTRS will verify 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 the Revenue & Taxation Code 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. CalSTRS will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

9. 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 government body which by law has authority to enter into an agreement, authorizing execution of this agreement.

10. Payee Data Record Standard Form 204

This form must be completed by all contractors that are not another state agency or other governmental entity.

11. Conflict of Interest

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

Current State Employees (PCC 10410):

- a) 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.
- b) 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 (PCC 10411):

- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the 12-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 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. (PCC 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. (PCC 10430 (e))

12. 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.

13. 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 Sections 10286 and 10286.1, and is eligible to contract with the State of California.

14. Domestic Partners (For Contracts over \$100,000)

For contracts executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

J. SPECIAL TERMS AND CONDITIONS

1. Evaluation of Contractor

Pursuant to Public Contract Code section 10369, the Staff shall evaluate Contractor's performance under the terms and conditions of this Agreement within sixty (60) days after the completion of Contractor's performance under this Agreement. If the evaluation indicates unsatisfactory performance, a copy will be sent to the Department of General Services, the Office of Legal Services and to Contractor who may file a response to the evaluation. The evaluation and response shall remain on file for thirty-six (36) months and shall not be public records.

2. Disclosure of Campaign Contributions, Disclosure and Limits on Charitable Contributions, and Gifts

a) Policy

Section 600 H of the Teachers Retirement Board Policy Manual sets forth policies requiring entities engaging in business with CalSTRS to disclose campaign contributions in excess of \$250, prohibits providing charitable contributions in excess of \$250, and gifts in excess of \$390, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit X.

b) Application of Policy to Contractor

This policy applies to all Contractors having a business relationship or seeking a business relationship with CalSTRS or to any business relationship that is considered by the Teachers Retirement Board in a closed session meeting.

c) Disclosure of Campaign Contributions

Contractor and each of its Authorized/Key Personnel (Exhibit X) shall disclose campaign contributions, as defined by the Political Reform Act, valued in excess of \$250, made to or on behalf of any existing Teachers Retirement Board member, candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and to any CalSTRS officer or employee.

d) Charitable Contributions

1) Limit on Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall not provide any charitable contribution, as defined by the Political Reform Act, in excess of \$250, individually or in the aggregate in any calendar year, directly to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall disclose charitable contribution, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

e) Gifts

1) Limit on Gifts

Contractor and each of its Authorized/Key Personnel shall not provide any gifts, as defined by the Political Reform Act, in excess of \$390, individually or in the aggregate in any calendar year, to any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Gifts

Contractor and each of its Authorized/Key Personnel shall disclose gifts, as defined by the Political Reform Act, valued in excess of \$50, made to or at the

request of any Teachers Retirement Board member, or CalSTRS officer or employee.

f) Submission of Disclosures

Contractor and each of its Authorized/Key Personnel shall, with the offering of this contract for execution and annually thereafter, submit disclosures of contributions and gifts described in this section on a form prescribed by CalSTRS. The current disclosure form required to be submitted with the signing of the contract is attached as Exhibit X. Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

g) Violation of Policy by Contractor

Violations of any of the provisions of this section may, at the discretion of CalSTRS, subject the Contractor to disqualification from doing future or additional business with CalSTRS for a period of two (2) years.

h) Changes in Laws or Policy

CalSTRS reserves the right to amend, upon prior written notice, the above provisions to conform with any subsequent amendments to the political reform laws and CalSTRS policies. Contractor shall have the right to terminate the Contract upon thirty (30) days written notice should it deem any such amendment unacceptable.

3. Liability for Injury to Persons or Damage to Property

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of CalSTRS, employees of CalSTRS, or any other person(s) other than agents or employees of the Contractor, designated by CalSTRS for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods and/or services either at the Contractor's site or at CalSTRS place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

4. Limitation of Actions

No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party (within two years after a cause of action has arisen) provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

5. Written Commitments

Any written commitment by the Contractor relative to the services herein shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages due to CalSTRS. Such written commitments include, but is not limited to: 1) any warranty or representation made by the Contractor in any publication, drawings, or specifications accompanying or referred to in the proposal which pertains to the responsiveness of the proposal to the Request for Proposal, and 2) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the proposal.

6. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance there with, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. Priority Hiring Considerations

If this contract is for services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

8. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a) The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public Purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (1) the assignee has not been injured thereby, or (2) the assignee declines to file a court action for the cause of action. Government Code Section 4554.

K. TERMINATION

1. Termination at Option of CalSTRS

This Agreement may be terminated in whole or in part at any time upon 30 calendar days' written notice by CalSTRS, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event CalSTRS terminates all or a portion of this Agreement for any reason, it is understood that CalSTRS will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum contract amount.

2. Termination for Default

In such event, CalSTRS shall pay Contractor only the reasonable value of the services rendered. At CalSTRS sole discretion, CalSTRS may offer an opportunity to cure any breach(es) prior to terminating for default.

3. Termination For Insolvency

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

4. Convenience

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

5. Completion

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

6. Effect of Termination

All duties and obligations of CalSTRS 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.
- b) Contractor shall provide for the return of all records of CalSTRS to CalSTRS or its designee and shall cooperate fully to effect an orderly transfer of services.

**CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM DVBE PROGRAM
REQUIREMENTS**

IMPORTANT NOTICE

**CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

On July 28, 2009 Governor Schwarzenegger signed legislation amending Public Contract Code 10115.2 and 10115.15 to delete the Disabled Veteran Business Enterprise (DVBE) Program element known as the **"Good Faith Effort"** from DVBE program participation requirements.

In accordance with the legislation, DVBE Participation Requirement, Option B (Good Faith Effort), is hereby deleted in its entirety. Bidders must choose either Option A (Goal Attainment) or Option C (Business Utilization Plan) in order to be deemed responsive to the DVBE Participation Requirement.

For additional information read the [Narrative](#) provided by the California Department of General Services

<http://www.pd.dgs.ca.gov/dvbe/default.ht>

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

Authority: The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for California State Teachers' Retirement System (CalSTRS) contracts is established in Public Contract Code (PCC), section 10115 et seq., Military and Veterans Code section 999 et seq., and the California Code of Regulations, Title 2 (2 CCR), section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation.

Introduction: The bidder must document either option **A, or C** to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by CalSTRS. If evidence of an alleged violation is found during the verification process, CalSTRS shall initiate an investigation with this information in accordance with the requirements of the PCC, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the 2CCR, section 1896.80.

Only State of California, Office of Small Business and DVBE Certification (OSDC) certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained in the California Military and Veterans Code Section 999(b)(5)(B)(i). A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The person or entity is responsible for the execution of a distinct element of the work of the contract, carries out the obligation by actually performing, managing or supervising the work involved, and performs work that is normal for its business services and functions; and
- (2) The person or entity is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

CalSTRS will verify each DVBE subcontractor/supplier certification with the OSDC to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document one of the two following compliance options:

Option A – Commitment to full DVBE participation: For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option C – Business Utilization Plan: For a bidder using an approved DVBE Business Utilization Plan (BUP) to satisfy DVBE participation requirements. Applies only to solicitations for goods or information technology.

Please Read All Instructions Carefully. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the two available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached AD 840 form, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT: Commit to meet or exceed the DVBE participation requirement in this solicitation by Method A. Bidders must document DVBE participation commitment by completing and submitting the attached AD 840 form. Failure to complete and submit the AD 840 form as instructed shall render your bid non-responsive

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the (1) DVBE scope of work; (2) work to be performed by the DVBE; (3) term of intended subcontract with the DVBE; (4) anticipated dates the DVBE will perform the required work; (5) rate and conditions of payment; (6) total amount of contract to be paid to the DVBE; and (7) the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the AD 840 form. If further verification is necessary, CalSTRS will obtain additional information to verify the above requirements.

Method A. Certified DVBE Bidder:

- a. Commit to performing at least 3% of the contract bid amount with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on AD 840 (Side 1) form and attach copy of all applicable certifications.
- c. A DVBE working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's AD 840 form. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP): option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services. DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs – this percentage is based on all of its contracts in the State, not just those with the CalSTRS. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education at (800) 559-5529 for assistance. Bidders choosing this option must properly complete and submit an AD 840 (Side 1) form and include a copy of its approval letter with the bid. Failure to submit these documents shall render your bid non-responsive.

Designation of Option - Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

FORM AD 840

- ☐ **OPTION A: I commit to meeting the full DVBE contract participation requirement.**
Complete AD 840, Section A.
- ☐ **OPTION C: I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBEs tier (prime contractor=0, subcontractor to prime contractor=1, subcontractor to Tier 1 subcontractor =2, etc.) If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use AD 840A form). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64I.

Date Contacted	DVBE Company Name (If you are the Prime and a DVBE enter your name, if not, enter the solicited subcontractor.)		
DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
☐ YES, I am, or will subcontract with, the listed DVBE to provide the following goods and/or services:			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %		Tier
☐ NO, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted	DVBE Company Name (If you are the Prime and a DVBE enter your name, if not, enter the solicited subcontractor.)		
DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
☐ YES, I am, or will subcontract with, the listed DVBE to provide the following goods and/or services:			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %		Tier
☐ NO, I am unable to subcontract with the DVBE for the following business reasons:			

Use AD 840A form (add additional pages as necessary) to list all other DVBE contacts.

Step 1. Contact the CalSTRS contracting official to identify potential DVBE subcontractorssuppliers, and document this contact as required.

Date	Contact Name Contract Services	Telephone Number (916) 414-4880
Describe Result		

Step 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)**

PHONE CONTACT OR ONLINE SEARCH	Date	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	☐ I contacted the Certification Office for a list of California certified DVBEs.
	Date	Internet Address http://www.pd.dgs.ca.gov/smbus		☐ I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				
Federal Agency – U.S. Small Business Administration (SBA) online database.				
Date	Internet Address http://www.pro-net.sba.gov			☐ I searched the federal online database for California DVBEs.
Describe Result				
Local DVBE Organizations – Contact at least one local DVBE organization. Refer to the DVBE Resource Packet for a list of acceptable contacts. (http://www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet")				
Date	Organization Name	Contact Name	Telephone Number and/or Internet Address	
Describe Result				
Date	Organization Name	Contact Name	Telephone Number and/or Internet Address	
Describe Result				

Step 3. Publish advertisements: Two (2) advertisements – One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (See the DVBE Resource Packet for a list of accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. Copy(ies) of the advertisement(s) must be attached.

Focus Paper Name (List Full name)	Contact Name	Telephone Number ()
Address	Date Ad Published	
Trade Paper Name (List Full name)	Contact Name	Telephone Number ()
Address	Date Ad Published	
☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.		
Trade and Focus Paper Name (List Full name)	Contact Name	Telephone Number ()
Address	Date Ad Published	

Additional Documentation of Disabled Veteran Business Enterprise Contacts
FORM AD 840A may be used as a continuation from Section A of Form AD 840.

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FORM AD 840A

Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			

Disabled Veteran Business Enterprise (DVBE) Incentive Information And Declaration Form

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), Title 2, section 1896.60 et seq. The DVBE Participation Program was established to acknowledge disabled veterans for their service and to further DVBE participation in state contracting, promote competition and encourage greater economic opportunity.

Every year, state agencies must report to the governor and the legislature their total DVBE contracting participation. If the minimum three percent (3%) goal is not met, the state agency must provide their reasons for not meeting the goal and an implementation plan for further DVBE participation improvement.

The PCC 10115 et seq. requires a goal of three percent (3%) DVBE participation on contracts awarded by CalSTRS. The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS:

- a) Contractor agrees that as a contractor of CalSTRS it will meet the requirements of 3% DVBE participation in this contract opportunity.
- b) Document DVBE participation on AD 840 form and attach a copy of all applicable certifications. (Form AD 840 is attached as Exhibit, C.
- c) You may also qualify to bid if you have an approved DVBE Business Utilization Plan (BUP) approved by DGS before the bid date. In that plan you must certify that you will expend a minimum of 3% of your statewide contract dollars with the DVBE(s). (This percentage is based on all of your contracts in the state, not just those with CalSTRS.)

To further assist in fulfilling the requirements of DVBE participation the state passed into law SB115 which gave a bid incentive to Proposers who utilized DVBE. The incentive will be applied on this RFP. **If you fulfill the 3% goal you will be given a bid incentive of 10 points added to your score before the points are calculated.**

Proposer Declaration Instructions: All prime Proposers (the firm submitting the bid) must complete the Declaration Form.

1.

- a. Identify all current certifications issued by the State of California. If the prime Proposer has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime Proposer possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Microbusiness (MB)
 - Small Business (SB)

- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime Proposer. Do not include goods or services to be provided by subcontractors.

Proposers certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(b)(5)(B)(i) for DVBEs and Government Code Section 14837(d)(1) and (2) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdshelp@dgs.ca.gov.

Bids must propose that certified Proposers provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime Proposer is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b)(i) defines “broker” or “agent” as any individual or entity, or any combination thereof, that does not have title, possession, control and risk of loss of materials, supplies, services or equipment provided to any awarding department, unless one or more certified disabled veterans has fifty-one percent (51%) ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract. (2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime Proposer owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly. **Column Labels - Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address. **CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor].

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime Proposer has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed. Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE) Enter “**Yes**” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract. Enter “**No**” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

DECLARATION FORM
 GSPD-05-105 (EST 8/05)

1. Prime Proposer information (Please review Declaration Form Instructions above prior to completion):

a. Identify current California certification(s) **(MB, SB, SB/NVSA, DVBE):**
 _____ **or None** _____

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___

(If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

Are you a broker or agent? **Yes** ___ **No** ___

If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)?

Yes ___ **No** ___ **N/A** ___

2. If no, subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract on a separate sheet of paper: pursuant to the directions specified in Attachment 7 – Disabled Veterans Business Enterprise (DVBE) Incentive Information and Declaration Form Section 2.

CERTIFICATION: By signing below, I certify under penalty of perjury that the information provided is true and correct.

 Proposer's Authorized Signature

 Printed Name

 Title

 Date

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PROPOSER'S AUTHORIZED/KEY PERSONNEL

Proposer Organization Name

The names and titles of the personnel authorized to conduct business on behalf of the Contractor in a decision-making capacity are as follows:

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

**TEACHERS RETIREMENT BOARD POLICY MANUAL
SECTION 600H**

H. Disclosure of Campaign Contributions, Charitable Contributions, and Gifts; Recusal Requirement; and Ban on Specified Gifts

1. Campaign Contributions¹

Any party who engages in business with CalSTRS for gain shall disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, made to or on behalf of any existing CalSTRS Board member, candidates for Board member, Controller, Treasurer, Superintendent of Public Instruction, CalSTRS officer or employee.

2. Charitable Contributions

No party who engages in business with CalSTRS for gain shall provide any charitable contribution to a charitable entity, valued in excess of \$250 individually or in the aggregate in any calendar year, made at the request of any Board member, or CalSTRS officer or employee.

3. Gifts

A. No party who engages in business with CalSTRS for gain shall provide gifts to Board members or to CalSTRS officers or employees exceeding the following limits:

- i. Gifts, including meals or entertainment, with a cumulative value exceeding \$390 individually or in the aggregate in any calendar year, given to any Board member or CalSTRS officer or employee. The dollar amount of this limit shall be adjusted biennially in each odd numbered year to reflect the cost of living adjustments made by the Fair Political Practices Commission to the gift limit contained in Government Code section 89503.
- ii. This gift prohibition shall not extend to meals or related expenses provided under the following circumstances:

¹ Additional provisions governing investment relationships can be found in regulations at Title 5, California Code of Regulations sections 24010 through 24013, effective November 28, 2007. The regulations may also be found at www.calstrs.com.

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- a. Food, beverages and registration at group events to which substantial numbers of employees of an institution are invited;
 - b. Actual and reasonable expenses for food, beverages, travel, lodging and/or registration provided to permit participation in a meeting directly tied to official or professional duties if participation has been approved in writing by the Chief Executive Officer (for CalSTRS staff) or by the CalSTRS Board (for Board members).
- B. Any party who engages in business with CalSTRS for gain shall disclose gifts aggregating more than \$50 in value made to Board members, or to CalSTRS officers or employees.

4. Recusal

- A. Any Board member who receives campaign contributions, charitable contributions, or gifts that individually or in the aggregate exceed the amount of \$250 in a calendar year shall recuse himself/herself from any involvement in a matter involving the maker of the contributions or gifts for a period of 12 months following the date of the most recent contribution or gift.
- B. Any Board member who returns, donates, or reimburses the donor for gifts subject to these restrictions within 30 calendar days of receipt of the gift shall not be subject to the recusal requirement. Gifts may be returned, donated or reimbursed as specified in California Code of Regulations, Title 2, Division 6, Chapter 9.5, section 18943.

5. Time and Coverage of Disclosures

Disclosure of campaign contributions, charitable contributions, and gifts shall be required as follows:

- A. Upon submission of an initial application or proposal to do business with the System (for the preceding 12-month period).
- B. At the time the final decision is to be made regarding the business proposal (to cover the interim period following the initial application).
- C. Annually, for the previous calendar year. (CalSTRS will use FPPC guidelines to determine which officials in a specific firm must file disclosure statements.)

6. Sanctions for Violation of Policy

Any violation of this policy may lead to disqualification from future business with the System for a period of two years following a determination by the Board that a violation has occurred. The General Counsel is responsible for causing an investigation of any reported violation to be made and shall report any documented violation to the Board for action.

7. Application of Policy

Nothing in this policy supersedes any provision of State law. Those entities engaged in business with the System may also have reporting requirements under the Political Reform Act, California Government Code section 81000 et seq. Also, Board members who are either elected to the Board by a CalSTRS constituency or who are appointed to the Board but also serve as an elected official of a local body are subject to Government Code section 84308, which prohibits the receipt, solicitation or direction of a campaign contribution of more than \$250 while a matter affecting a financial interest of the maker of the contribution is pending, and for three months following the date a decision is rendered on the matter. Section 84308 also requires recusal of the Board member from any involvement in the matter if a contribution over \$250 has been received within the preceding 12 months, unless the contribution was returned no later than 30 days from the time the Board member knew or should have known about the contribution and the matter involving the maker of the contribution.

*Reference: Education Code Section 22363
Amended December 7, 2006
Amended June 6, 2007
Amended February 7, 2008*

DISCLOSURE OF CONTRIBUTIONS AND GIFTS

Pursuant to Section 600.H. of the Teachers' Retirement Board Policy Manual, entitled "Disclosure of Campaign Contributions, Charitable Contributions, and Gifts, Recusal Requirement, and Ban on Specified Gifts" any party and its Authorized/Key Personnel who engages in business with CalSTRS for gain is required to make specific public disclosures. Contracting Entities and each of their Authorized/Key Personnel must complete and file separate forms. The below identified party or its Authorized/Key Personnel hereby make the following disclosures. (Please attach other sheets if more space is needed for disclosure and indicate enclosures.)

Identification of Filer

Name of Entity/Contractor			
Authorized/Key Personnel or Person Making Disclosure		Reported on behalf of Entity	☐
Description of Relationship with CalSTRS			
Mailing Address:			
City:		State:	
		Postal Code:	
Telephone:		E-mail Address:	

Filing and Disclosure Period

This disclosure of campaign contributions, charitable contributions, and gifts is in response to the following filing requirement:

☐	Upon submission of an initial application or proposal to do business with CalSTRS for the preceding 12-month period.
☐	With the submission of the contract for execution (signature) to cover the interim period since the initial application.)
☐	Annual disclosure for the previous calendar year.

1. Disclosure of Campaign Contributions

Disclosure of Campaign Contributions valued in excess of \$250 made to or on behalf of any a) existing Teacher's Retirement Board member, b) candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and c) CalSTRS officer or employee. The term "contribution" is defined in the Political Reform Act regulations, in Title 2, California Code of Regulations (CCR) section 18215. If the business is an Investment Relationship, disclosure of campaign contributions made to the Governor or candidates for the governorship must also be made, according to CalSTRS' Campaign Contribution regulations in Title 5, CCR section 24010.

Value of Contribution	Description if other than monetary	Date of Contribution	Identity of Recipient of Contribution

☐ Nothing to report

☐ Attachment is enclosed

2. Disclosure of Charitable Contributions

Disclosure of charitable contributions valued in excess of \$250 made at the request of any Teachers' Retirement Board member or CalSTRS officer or employee to any charitable organization.

Value of Contribution	Description of Contribution (monetary or in-kind)	Date of Contribution Made	Identity of Recipient of Contribution	Identity of Requester of Contribution

☐ Nothing to report

☐ Attachment is enclosed

3. Disclosure of Gifts

Disclosure of gifts, including meals, entertainment, or travel, valued in excess of \$50 made to any Teachers' Retirement Board member or CalSTRS officer or employee.

Value of Gift	Description of Gift	Date of Gift Given	Identity of Recipient of Gift

☐ Nothing to report

☐ Attachment is enclosed

I have exercised all reasonable due diligence in preparing this disclosure statement on my own behalf or on behalf of the reporting entity identified above. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attachments is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Signature

 Title

 Printed Name

 Date

CONTRACTOR BACKGROUND INVESTIGATION POLICY

BACKGROUND:

It is the policy of the California State Teachers' Retirement System (CalSTRS) to require all Contractors who contract with CalSTRS to gather and consider background history information in determining if contracted employees who provide services for CalSTRS meet the general standards for employment.

In evaluating contract employees under these provisions, Contractor must give particular emphasis to the business needs arising from CalSTRS' fiduciary responsibility for CalSTRS funds, its obligation to protect the personal data it holds and maintain the integrity of the retirement system, and its policy to provide a safe and secure workplace.

This includes, but is not limited to preventing contractors or their employees from using their employment or access to CalSTRS systems and data to:

- Carry out identity theft or related activities;
- Inappropriately alter member retirement benefits;
- Embezzle funds from CalSTRS;
- Engage in any activity that would damage CalSTRS reputation or member trust;
- Initiate any act of workplace violence, discrimination, or sexual harassment.

CalSTRS' contractor background investigation requirements consist of criminal record checks, civil check, reference checks, and verification of education and previous employment. In addition, CalSTRS contractors will check the driving records of their employees being considered for positions in which driving is a regularly assigned duty. The information gathered in this process is subject to strict confidentiality provisions in order to protect the privacy of those persons whose backgrounds are reviewed under this policy.

STANDARDS AND GUIDELINES:

The following outlines the standards and guidelines for considering information obtained through the various components of the background investigation process. When the information gathered through the individual parts of the process does not provide definitive conclusions as to the contracted personnel's suitability for employment, the background investigation results shall be considered collectively in reaching this determination. While these decisions must be reached through case-by-case review, Contractor must apply these standards and guidelines as consistently as possible.

Contracted personnel will be deemed unsuitable for CalSTRS employment if the background investigation process results in findings that meet any of the criteria identified as follows:

Criminal Record Checks

1. Any conviction at any time, or currently has any charges pending, for any of the following offenses:

- Any form of fraud, deceit or misrepresentation
 - Embezzlement
 - Forgery
 - Identity theft/stolen credit card use
 - Any other offense involving misappropriation of funds, abuse of access to financial or personal records, unauthorized access to financial or personal records, falsification of documents or records, or other crimes of moral turpitude.
2. Any conviction or current charges pending for offenses such as the following:
- Theft, burglary, car jacking or home invasion crimes.
 - Shoplifting
 - Receiving stolen property
 - Bad checks
3. Any conviction for any violent crime or currently has charges pending for such an offense.
4. Convictions other than those specified above will be deemed unsuitable for employment as a contractor with CalSTRS when their record of convictions indicates or suggests a continuing pattern of behavior that is inconsistent with any of the general qualifications for employment or the CalSTRS business concerns specified in the Background section, above.

Civil Checks

Civil history reveals a continuing pattern of credit abuse that supports the conclusion that he or she lacks one or more of the general qualifications for employment, such as honesty, integrity, and/or good judgment.

These determinations require careful case-by-case review of any credit problems, with particular emphasis on the following questions:

- Are the credit problems isolated to a particular point in time, or to a particular vendor with whom the individual may be having a dispute, or do they constitute a general pattern?
- Are there specific mitigating factors that explain the credit problems, such as illness or divorce?
- What effort has the individual made to correct the credit problems?
- How recent are the problems, and what has the credit record been since they occurred?

Reference Checks

Reference check information may disqualify contracted personnel from consideration for any CalSTRS employment when it reveals or confirms that the contracted personnel lack one or more of the general qualifications for employment such as honesty, integrity, and/or good judgment.

Fraud in Securing Appointment

Any information contracted personnel provided for employment with Contractor (on applications, resumes, background questionnaires, etc.) is substantively untruthful. Contractor will verify that

information provided by prospective contracted personnel (including education and past work experience) is credible. Contractor will conduct a Social Security trace to aid in this verification.

Driving Record Checks

A serious driving violation, such as driving under the influence of alcohol or drugs, or reckless driving, within the past three years. Driving record checks are only applicable when driving a motor vehicle is a regularly assigned duty.

REQUIREMENTS:

Contractor shall certify that it has performed its background investigation of the contracted employee, reviewed and verified the background information in a manner consistent with CalSTRS' Contractor Background Investigation Policy, and determined that said employee is qualified to perform services for CalSTRS. Such certification will be made with submission of the Certification of Contractor's Employee Background Investigation form, provided to Contractor by CalSTRS, prior to full execution of agreement.

Contractor shall provide CalSTRS with the contracted employee's completed Personal History Statement, provided to Contractor by CalSTRS. Information the contracted employee provides concerning relatives who are CalSTRS members or beneficiaries and/or CalSTRS employees will be used to implement safeguards to prevent the contracted employee from working on or accessing the records/accounts of his or her relatives.

CalSTRS' Human Resources Office shall conduct background investigations for contracted employees that provide the following services at CalSTRS' facility:

- Information technology contractors who will have access to confidential information
- Student assistants
- Benefits counselors

EXCEPTIONS:

Any request for a waiver of the policy provisions should be directed to the manager of the Contract Services Unit, who will thereafter forward the request to the CalSTRS CEO for consideration and approval, on a case-by-case basis. Exceptions to the Contractor Background Investigation Policy may include but are not limited to the following circumstances:

- Contracted personnel will not have access to restricted areas of CalSTRS (e.g., printers providing services off-site and delivering product)
- Contracted personnel will not have access to confidential/sensitive data (e.g., lecture style training)
- State or local governmental entities are unable to comply (in these circumstances, CalSTRS will conduct the background investigation process for potential contracted personnel).

PROPOSAL, COST, AND FINALIST INTERVIEW EVALUATION SUMMARY

 Name of Proposer

The Proposal Questionnaire has a maximum of 195 points. The proposal with the lowest not to exceed Weighted Hourly Rate will receive 75 points added to the Proposal Questionnaire. At CalSTRS discretion, the highest scoring Proposers on the Proposal Evaluation may be invited to either an in-person or teleconference interview with CalSTRS. This interview will have a maximum of 100 points. Interview points **will** be added to the Proposal Questionnaire and Cost Proposal.

Proposal Requirements	Maximum Points Breakdown	Points Scored
PROPOSAL QUESTIONNAIRE		
Organizational Background, Experience and References	60	
Professional Staff Resume and References	35	
Full Service Capability Description/Approach	100	
Subtotal	195	
DVBE INCENTIVE (if applicable)	10	
COST PROPOSAL - Weighted Hourly Rate	75	
Subtotal	280	
FINALIST INTERVIEW (if applicable)	100	
GRAND TOTAL	380	

Evaluator # _____



Confidentiality, Non-Disclosure and Acceptable Use Agreement

I, _____,
PRINT YOUR NAME

--	--	--	--

PRINT LAST 4 DIGITS OF YOUR SSN

an employee of _____
PRINT YOUR EMPLOYEE'S NAME

hereby acknowledge that confidential, sensitive, and personal information is protected from disclosure by law, regulation and policy. I further acknowledge that protecting this information is in the member's interest, the State's interest and my own personal interest. I also acknowledge that CalSTRS strictly enforces information security. I understand that accessing member accounts of family, friends and acquaintances is strictly forbidden and may result in consequences including termination.

I, _____ agree to protect from disclosure all confidential, sensitive, and personal information including, but not limited to:

- Member account information.
- Claimant and employer information.
- Information about individuals that relates to their personal life or identifies or describes an individual.
- Other agencies' confidential and proprietary information.
- Methods agencies use to safeguard information, including systems, networks and server configurations, etc.
- All security-related devices or information, such as tokens, access cards, User IDs, or related passwords.

I, _____ agree to protect the foregoing information in the following ways:

- Access, inspect, use, disclose, or modify information *only* to perform official duties.
- Never access, attempt to access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-business related reason.
- Secure confidential, sensitive, and personal information in approved locations.
- Comply with all policies, standards and procedures for secure transportation, handling and destruction of all data.
- Return all security devices and immediately cease using User ID and password upon separation from CalSTRS.

I, _____ acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential, sensitive, or personal information, including my own, or any attempt to engage in such acts may result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ acknowledge that unauthorized access, inspection, use, or disclosure of confidential, sensitive, or personal information may be a crime under the law.

I, _____ acknowledge acceptable activities are those in accordance with the laws and policies of the United States Government and the State of California, and consistent with the purpose, goals, and mission of CalSTRS; as appropriate to my assigned job duties and responsibilities.

I, _____ expressly consent to CalSTRS monitoring of my activities on all devices including, but not limited to: access, phone, email, systems, network, and server information. I also have no expectation of privacy regarding information created, used, and stored using CalSTRS resources.

REFERENCE

CalSTRS' Information Security Policy; Civil Code section 1798 et seq; Education Code section 22306, Government Code section 11019.9; and State Administrative Manual section 5300-5360.1

CERTIFICATION

I certify that I have read this document and understand information security is strictly enforced. Wrongful access, inspection, use, modification, disclosure, or mishandling of confidential, sensitive, and personal information, or attempts to engage in such acts, is inappropriate and may result in disciplinary and/or legal action taken against me.

Employee/Contractor Name (print)

Signature

Date

Supervisor Name (print)

Signature

Date

ROUTE or MAIL to: CalSTRS Information Security Office, MS-3, PO Box 15275, Sacramento, CA 95851-0275



Confidentiality, Non-Disclosure and Acceptable Use Agreement

REQUIREMENT

All CalSTRS employees, contractors, and business partners are required to read and sign the CalSTRS Confidentiality, Non-Disclosure, and Acceptable Use Agreement (ISO 1949) when they start work with CalSTRS and annually thereafter.

SCHEDULE

New employees, contractors, and business partners must have a completed form (ISO 1949) on file with the Information Security Office (ISO) prior to being granted access to any CalSTRS systems or engaging in any work involving confidential, sensitive, or personal information.

Annually, a pre-filing announcement will go out from the ISO in March.

- Completed forms are due 30 days from the pre-filing announcement date;
- Non-filer reporting to executive management one week following the due date;
- Non-filers will have access and services disabled 30 days from the due date.

INSTRUCTIONS

1. Print and read the "Confidentiality, Non-Disclosure and Acceptable Use Agreement" (ISO 1949)
2. Complete all sections on the agreement:
 - Print your full name, last 4 digits of your SSN, and your employers name;
 - Initial on the designated space next each paragraph to signify that you have read and understand the information and requirements;
 - Employee/Contractor full name, signature, and date of signature;
 - Supervisor full name, signature, and date of signature.

Incomplete or unsigned forms will be returned.

WHERE TO FILE

Route or mail completed forms to:

CalSTRS Information Security Office, MS-3
PO Box 15275
Sacramento, CA 95851-0275

ASSISTANCE

Contact the Information Security Office at (916) 229-4864 if you have questions or need assistance completing the form.

Business and Travel Reimbursements for Excluded/Nonrepresented Employees**Meals and Incidentals**

Reimbursement for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to	\$ 6.00
Lunch up to	\$10.00
Dinner up to	\$18.00
Incidentals up to	\$ 6.00

Meal Reimbursement Timeframes

Travel begins at or before	6:00 a.m.	Breakfast may be claimed
Travel begins at or before	11:00 a.m.	Lunch may be claimed
Travel begins at or before	5:00 p.m.	Dinner may be claimed

Travel ends at or after	8:00 a.m.	Breakfast may be claimed
Travel ends at or after	2:00 p.m.	Lunch may be claimed
Travel ends at or after	7:00 p.m.	Dinner may be claimed

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

Lodging

All lodging reimbursements require a receipt from a commercial lodging establishment. No lodging will be reimbursed without a valid receipt.

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the Counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

Lodging expenses that exceed the maximum allowable must have a completed Excess Lodging Form prior to travel.

Mileage

Privately owned vehicle on State business can be claimed at the rate of \$.50 cents per mile.

Transportation

Transportation reimbursements include, but are not limited to, airplane, train, bus, taxi and rental cars.

- Airfare reimbursement requires receipt and itinerary.
- Rental car reimbursement requires a receipt.

All items claimed are to be for the **ACTUAL AMOUNT OF EXPENSE** up to the maximum allowed.

CLAIMANT'S NAME			SSN or EMPLOYEE NUMBER*		DEPARTMENT	
POSITION			CB/ID No.	DIVISION or BUREAU		INDEX NUMBER
RESIDENCE ADDRESS *			HEADQUARTERS ADDRESS		TELEPHONE NUMBER	
CITY		STATE	ZIP CODE	CITY		STATE

[illegible][illegible]

COLUMN CODE (ACCTG. USE ONLY)												
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CLAIM TOTAL	0.00
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(11) PURPOSE OF TRIP, REMARKS AND DETAILS (Attach receipts/vouchers when required)	(12) NORMAL WORK HOURS
--	------------------------

(13) PRIVATE VEHICLE LICENSE NUMBER

		(14) MILEAGE RATE CLAIMED
--	--	---------------------------

[illegible]

AGENCY ACCOUNTING OFFICE

		USE ONLY	
		PAID BY REVOLVING FUND CHECK NUMBER	

PAID BY REVOLVING FUND CHECK NUMBER _____

(15) I HEREBY CERTIFY That the above is a true statement of the travel expenses incurred by me in accordance with DPA rules in the service of the State of California. If a privately owned vehicle was used, and if mileage rates exceed the minimum rate, I certify that the cost of operating the vehicle was equal to or greater than the rate claimed, and that I have met the requirements set forth in Sections 9096, 9750, 9751, 9752, 9753, 9754, 9755, 9756, 9757, 9758, 9759, 9760, 9761, 9762, 9763, 9764, 9765, 9766, 9767, 9768, 9769, 9770, 9771, 9772, 9773, 9774, 9775, 9776, 9777, 9778, 9779, 9780, 9781, 9782, 9783, 9784, 9785, 9786, 9787, 9788, 9789, 9790, 9791, 9792, 9793, 9794, 9795, 9796, 9797, 9798, 9799, 9800, 9801, 9802, 9803, 9804, 9805, 9806, 9807, 9808, 9809, 9810, 9811, 9812, 9813, 9814, 9815, 9816, 9817, 9818, 9819, 9820, 9821, 9822, 9823, 9824, 9825, 9826, 9827, 9828, 9829, 9830, 9831, 9832, 9833, 9834, 9835, 9836, 9837, 9838, 9839, 9840, 9841, 9842, 9843, 9844, 9845, 9846, 9847, 9848, 9849, 9850, 9851, 9852, 9853, 9854, 9855, 9856, 9857, 9858, 9859, 9860, 9861, 9862, 9863, 9864, 9865, 9866, 9867, 9868, 9869, 9870, 9871, 9872, 9873, 9874, 9875, 9876, 9877, 9878, 9879, 9880, 9881, 9882, 9883, 9884, 9885, 9886, 9887, 9888, 9889, 9890, 9891, 9892, 9893, 9894, 9895, 9896, 9897, 9898, 9899, 9900, 9901, 9902, 9903, 9904, 9905, 9906, 9907, 9908, 9909, 9910, 9911, 9912, 9913, 9914, 9915, 9916, 9917, 9918, 9919, 9920, 9921, 9922, 9923, 9924, 9925, 9926, 9927, 9928, 9929, 9930, 9931, 9932, 9933, 9934, 9935, 9936, 9937, 9938, 9939, 9940, 9941, 9942, 9943, 9944, 9945, 9946, 9947, 9948, 9949, 9950, 9951, 9952, 9953, 9954, 9955, 9956, 9957, 9958, 9959, 9960, 9961, 9962, 9963, 9964, 9965, 9966, 9967, 9968, 9969, 9970, 9971, 9972, 9973, 9974, 9975, 9976, 9977, 9978, 9979, 9980, 9981, 9982, 9983, 9984, 9985, 9986, 9987, 9988, 9989, 9990, 9991, 9992, 9993, 9994, 9995, 9996, 9997, 9998, 9999, 10000.

CLAIMANT'S SIGNATURE	DATE	(16) SIGNATURE OF OFFICER APPROVING TRAVEL AND PAYMENT	DATE
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DECLARANT'S SIGNATURE	DATE	(15) SIGNATURE OF OFFICER APPROVING TRAVEL AND PAYMENT	DATE
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(17) SPECIAL EXPENSE AUTHORIZATION, SIGNATURE and TITLE (See Item 17 on reverse) DATE

(17) SPECIAL EXPENSE AUTHORIZATION - SIGNATURE and TITLE (See item 17 on reverse)

DATE

TRAVEL EXPENSE CLAIM

STD. 262 (REV. 6-93c)

Request for Proposal 2P200914
Public Affairs Project Consultant

Exhibit L

Page 2 of 2

INSTRUCTIONS

Expense accounts are to be submitted at least once a month and not more often than twice a month, except where the amount claimed is less than \$10, the claim need not be submitted until it exceeds \$10 or until June 30, whichever occurs first. Requests for reimbursement of out-of-state travel expenses must be claimed separately. Requests for reimbursement of travel expenses which are incurred in different fiscal years must be claimed separately. A brief statement, one line if possible, of the purpose or objective, of the trip must be entered on the line immediately below the last entry for each trip. If the claim is for several trips for the same purpose or objective, one statement will suffice for those trips. Vouchers which are required in support of various expenses must be arranged in chronological order and attached to the claim. Each voucher must show the date, cost, and nature of the expense.

MULTIPLE PAGES—If your claim is more than one page, indicate page number and total number of pages. DO NOT total each page. Use subtotals and enter the total amount of the claim on the last page of the claim in the space for "TOTALS" and "CLAIM TOTAL."

COLUMN ENTRIES

- (1) **MONTH/YEAR**—Enter numerical designation of month and last two digits of the year in which the first expenses shown on the form were incurred.
- (2) **DATE/TIME**—Enter date and time of departure on the appropriate line using twenty-four-hour clock (example: 1700 = 5:00 p.m.). Show time of departure on date of departure, show time of return on the date of return. If departure and return are on the same date, enter departure time above and return time below on the same line. Where the first date shown is a continuation of trip, enter "Continuing" above that date, and where a trip is continuing beyond the last date shown, write "Continuing" after the last date.
- (3) **LOCATIONS WHERE EXPENSES WERE INCURRED**—Enter the name of the city, town, or location where expenses were incurred. Abbreviations may be used.
- (4) **LODGING**—Enter the actual cost of the lodging not to exceed the maximum amount authorized by current Department of Personnel Administration (DPA) regulations, bargaining agreements and detailed in the State Administrative Manual (SAM) Sections 0721 to 0724. A receipt is required for any expenditure of \$25 or more.
- (5) **MEALS**—Enter the actual cost of each meal not to exceed the maximum amount for each meal as authorized by current DPA regulations, bargaining agreements and detailed in SAM Sections 0761 to 0763. Dinner column is to be used to claim dinner on regular travel, overtime meals, and long term, noncommercial and relocation daily meal expenses.
- OVERTIME MEAL AND BUSINESS RELATED MEAL**—Enter the actual cost of the meal not to exceed the maximum amount authorized by current DPA regulations, and bargaining agreements. Refer to DPA Management Memos for receipt requirements.
- (6) **INCIDENTALS**—Enter the total actual cost of incidentals not to exceed the maximum amount authorized by current DPA regulations and agreements.
- (7) **TRANSPORTATION**—Purchase the least expensive round-trip or special rate ticket available. Otherwise the difference will be deducted from the claim. If you travel between the same points without using round-trip tickets, an explanation should be given.
- (A) **COST OF TRANSPORTATION**—Enter the cost of cash purchase of transportation. Show how transportation was obtained if fare was not purchased for cash. Use "CC" for credit card and "C" for cash. If transportation was paid by the State, enter method of payment only. Use "SCC" for State credit card, "TO" for ticket order or "BSA" for billed to State agency. Attach all passenger coupons and ticket order stubs including the unused portion of tickets, other credit documents or premiums, where credits or refunds are due to the State.
- (B) **TYPE OF TRANSPORTATION USED**—Enter method of transportation used. Use "R" for railway, "B" for bus, airporter, light rail, or BART, "A" for scheduled commercial airline, "RA" for rental aircraft, "DA" for department-owned aircraft, "PA" for privately owned aircraft, "PC" for privately owned car, truck or other privately owned vehicles, "SV" for specially equipped vehicle for the handicapped, "SC" for State vehicles, "RC" for rental vehicles, "T" for taxi, and "BI" for bicycle. Supervisors shall not authorize the use of motorcycles on official State business, and no reimbursement will be allowed for motorcycles.
- (C) **CAR FARE, TOLLS, AND PARKING**—Enter carfare, bridge tolls, and parking charges; attach a voucher for any parking charge in excess of \$6.00 for any one continuous period of parking.
- (D) **PRIVATE CAR USE**—Enter number of miles traveled and amount due for mileage for the use of privately owned automobiles as authorized by current agreements, regulations, and detailed in SAM Section 0754.
- (8) **BUSINESS EXPENSE**—Claims for phone calls must include the place and party called. If charge exceeds \$2.50, support by vouchers or other evidence. Emergency purchases of equipment, clothing or supplies, travel expenses of inmates, wards, or patients of institutions, and all other charges in excess of \$1.00 require receipts and an explanation.
- (9) **ENTER TOTAL EXPENSES FOR DAY**
- (10) **ENTER SUBTOTALS OR TOTALS**
- (11) **PURPOSE OF TRIP, REMARKS OR DETAILS**—Explain need for travel and any unusual expenses. Enter detail or explanation of items in other columns, if necessary. Vouchers must be provided for any miscellaneous item of expense.
- (12) **NORMAL WORK HOURS**—Enter your beginning and ending normal work hours using twenty-four-hour clock (example: 0800 = 8:00 a.m.).
- (13) **PRIVATE VEHICLE LICENSE NUMBER**—Enter license number of the privately owned vehicle used on official State business. To claim reimbursement, you must have met the requirements as prescribed by SAM Sections 0751, 0752 and 0753 pertaining to operator requirements, vehicle safety, seat belt usage and authorization.
- (14) **MILEAGE RATE CLAIMED**—Enter the rate of reimbursement being claimed for private vehicle use.
- (15) **CLAIMANT'S CERTIFICATION AND SIGNATURE**—Your signature certifies that expenses claimed were actually incurred and that the cost of operating is at or above the rate claimed.
- (16) **SIGNATURE OF OFFICER APPROVING PAYMENT**—Certifies and authorizes travel; approves expenses as incurred on State business.
- (17) **SIGNATURE OF AUTHORITY FOR SPECIAL EXPENSES**—When a claim for conference or convention expense under Section 599.635 of the DPA regulations and detailed in SAM Section 0724 is included, or when reimbursement of a business expense exceeds \$25.00 or when reimbursement for Bar dues or license fees is included, the signature of the approving officer is required, either on a separate document attached to this claim or by signature in this block.

*** PRIVACY STATEMENT**

The Information Practices Act of 1977 (Civil Code Section 1798.17) and the Federal Privacy Act (Public Law 93-579) require that the following notice be provided when collecting personal information from individuals.

AGENCY NAME: Appointing powers and the State Controller's Office (SCO).

UNITS RESPONSIBLE FOR MAINTENANCE: The accounting office within each appointing power and the Audits Division, SCO, 3301 C Street, Room 404, Sacramento, CA 95816.

AUTHORITY: The reimbursement of travel expenses is governed by Government Code Sections 19815.4(d), 19816, and 19820. These sections allow the Department of Personnel Administration (DPA) to establish rules and regulations which define the amount, time, and place that expenses and allowances may be paid to representatives of the State while on State business.

PURPOSE: The information you furnish will allow the above-named agencies to reimburse you for expenses you incur while on official State business.

OTHER INFORMATION: While your social security account number (SSAN) and home address are voluntary information under Civil Code Section 1798.17, the absence of this information may cause payment of your claim to be delayed or rejected. You should contact your department's Accounting Office to determine the necessity for this information.

Mar 8, 2010 3:20:36 PM PST

Question and Answers for Bid #2P200914 - Public Affairs Project Consultant

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.

Question Deadline: Mar 15, 2010 10:00:00 AM PDT