



REQUEST FOR PROPOSAL
Notice to Prospective Proposers

February 23, 2024

You are invited to review and respond to the California State Teachers' Retirement System (CalSTRS), Request for Proposal, RFP, entitled Pension2 Third-Party Recordkeeper, RFP Number 500002880. In submitting your proposal, you must comply with the instructions found herein.

Proposals must be submitted to CalSTRS electronically by using the following link: <https://resources.calstrs.com/CalSTRSComResourcesWebUI/Solicitation/Pages/Submission.aspx> and must be received by CalSTRS no later than March 27, 2024, by 2:00 p.m., Pacific Time (PT). Proposals received after the specified date and time may 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:

Soyeb Hussein
Central Procurement Analyst
California State Teachers' Retirement System
E-mail: Procurement@CalSTRS.com

To ensure a response, questions must be received by March 8, 2024, by 2:00 p.m., PT. Questions received by this date will be answered in writing, without identifying the source of the query. Copies of all questions and CalSTRS responses will be available at caleprocure.ca.gov. Please see Section C, 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 Central Procurement Analyst, regarding this RFP process may disqualify the Proposer from further consideration.

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

Cassandra Lichnock
Chief Executive Officer

Attachments

Table of Contents

Section:

A. INTRODUCTION

B. BACKGROUND

C. PROPOSAL REQUIREMENTS AND INFORMATION

1. Time Schedule
2. Submission of Written Questions
3. Minimum Qualifications
4. Proposal Requirements
5. Submission of Proposal
6. Evaluation Process
7. Award and Protest
8. Disposition of Proposals
9. Standard Conditions of Service
10. Darfur Contracting Act Certification
11. Iran Contracting Act
12. Disabled Veteran Business Enterprise, DVBE, Agreement Participation
13. Authorized/Key Personnel
14. Warranties
15. Teachers' Retirement Board Governance Manual – Third Party Economic Interest Disclosure Policy
16. Addenda, Errors and Omissions
17. Background Investigation
18. Statement of Economic Interest (Form 700)
19. Supplier Self-Service Portal and CalSTRS' Internet Privacy Principles and Policy

D. PREFERENCE PROGRAMS

1. Small Business Preference
2. Disabled Veteran Business Enterprise Initiative
3. Target Area Contract Preference Act, TACPA

E. ATTACHMENTS

1. Required Attachments/Exhibits Checklist & Certification
2. Minimum Qualifications
3. Proposal Questionnaire
4. Fee Proposal
5. Darfur Contracting Act Certification
6. Iran Contracting Act
7. Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form
8. Authorized/Key Personnel
9. Form 600-H Third Party Economic Interest Disclosure

10. Scoring Criteria
11. Proposing Firm References
12. Warranties
13. Business Partner Form
14. Scope of Work
15. Proposed Personnel Summary and Reference Sheet
16. CalSTRS Pension2 Easy Choice Samples
17. CalSTRS 457 District Listing and sample 457 Agreement

F. SAMPLE AGREEMENT

1. Standard 213 and Terms and Conditions
2. Exhibit A – Scope of Work
3. Exhibit B – Fee Schedule
4. Exhibit C – Contractor’s Authorized/Key Personnel
5. Exhibit D – Teachers’ Retirement Board Governance Manual – Third Party
Economic Interest Disclosure Policy
6. Exhibit E – Form 600-H Third Party Economic Interest Disclosure
7. Exhibit F – Contractor Background Investigation Policy
8. Exhibit G – Certification of Contractor’s Employee Background Investigation Form
9. Exhibit H – Confidentiality, non-Disclosure and Acceptable Use Agreement
10. Exhibit I – Personal History Statement
11. Exhibit J – Business and Travel Reimbursement for Excluded/Non-Represented
Employees
12. Exhibit K – Travel Expense Claim
13. Exhibit L – Work Authorization

A. INTRODUCTION

CalSTRS is the largest educator-only pension fund in the world. CalSTRS administers a hybrid retirement system, consisting of traditional defined benefit, cash balance and voluntary defined contribution plans. CalSTRS also provides disability and survivor benefits. CalSTRS serves California's public school educators and their families from the state's school districts, county offices of education and community college districts. For more information on CalSTRS and its various programs, please refer to the CalSTRS Website at: <https://www.CalSTRS.com>.

B. BACKGROUND

CalSTRS administers a hybrid retirement system which includes a defined contribution program, known as Pension2, to complement the defined benefit members receive as their primary means of retirement. Pension2 allows certified and classified California school employees to set aside savings in low-cost, flexible funds selected by CalSTRS. Pension2 offers several investment choices to certified and classified California school employees: 403(b)(7), Roth 403(b)(7) and 457(b). As of February 14, 2024, Pension2 has over 35,900 participants with over \$2.3 billion in assets.

CalSTRS currently contracts with a Third-Party Administrator (TPA) for recordkeeping of the Pension2 Program, an optional annuity contract and a custodial account program as described in Sections 403(b) and 457(b) of the Internal Revenue Code of 1986. Pension2 was authorized by Chapter 291, Statutes of 1994 (California Assembly Bill [AB] 3064 - Morrow) through amending CalSTRS' authorities with respect to annuity contracts and custodial accounts, in Education Code Sections 24950 and 24952 as well as Chapter 489, Statutes of 1994 (AB 3705 – Assembly Public Employees, Retirement, and Social Security Committee) through amending CalSTRS' authorities with respect to deferred compensation plans in Education Code Sections 24975 and 24976. The Contractor shall perform all record keeping and trust functions and act as custodian of program records and assets. The 403(b)(7) program is offered to all employees of any state agency who are members of the CalSTRS plan or any employee of a local public agency or political subdivision of the state that employs persons in positions requiring or allowing membership in the Defined Benefit Program of CalSTRS. In addition, a 457(b) program is offered to employees of school employers that have adopted the program because their employees are members of CalSTRS.

Investments can be allocated by participants among the twenty-one (21) core funds that are selected by CalSTRS and fifteen (15) Easy Choice Portfolios that consist of the core funds and are targeted towards a specific retirement date and risk tolerance. The current options include:

Core Funds	Share Class	Asset Class	Ticker/ Symbol		Easy Choice Portfolios
American Funds Growth Fund of America	Retirement R6	Equity	RGAGX		Easy Choice Conservative Retired
Artisan International ¹	Investor	Equity	ARTIX		Easy Choice Conservative 2030
DFA International Small Company	Institutional	Equity	DFISX		Easy Choice Conservative 2040
Dodge & Cox International Stock	Other	Equity	DOXFX		Easy Choice Conservative 2050
Dodge & Cox Stock	Other	Equity	DOXGX		Easy Choice Conservative 2060
Federated US Treasury Money Market	Institutional	Money Market	UTIXX		Easy Choice Moderate Retired
GMO Global Equity Allocation	Retirement R6	Equity	GMADX		Easy Choice Moderate 2030
Northern Global Sustainability Index ¹	No Load	Equity	NSRIX		Easy Choice Moderate 2040
PIMCO All Asset	Institutional	Multi-Asset	PAAIX		Easy Choice Moderate 2050
TIAA-CREF Social Choice Equity	Institutional	Equity	TISCX		Easy Choice Moderate 2060
Vanguard Developed Markets Index	Institutional	Equity	VDIPX		Easy Choice Aggressive Retired
Vanguard Emerging Markets Index	Institutional	Equity	VEMIX		Easy Choice Aggressive 2030
Vanguard Inflation-Protected Securities	Institutional	Fixed Income	VIPIX		Easy Choice Aggressive 2040
Vanguard Institutional Index	Institutional	Equity	VIIIX		Easy Choice Aggressive 2050
Vanguard Mid-Cap Index	Institutional	Equity	VMCIX		Easy Choice Aggressive 2060
Vanguard Real Estate Index	Institutional	Real Estate	VGSNX		
Vanguard Short-Term Bond Index	Institutional	Fixed Income	VBITX		
Vanguard Small-Cap Index	Institutional	Equity	VSCIX		
Vanguard Total Bond Market Index	Institutional	Fixed Income	VBTIX		
Vanguard Total Stock Market Index	Institutional	Equity	VSPMX		
Voya Fixed Plus III	-	Guaranteed	-		

Participants may also make their own investment decisions using the self-managed account through a discount brokerage service. The Mutual Fund Window (MFW) is a brokerage option that currently offers the ability to invest in approximately 3,800 no-transaction-fee mutual funds in addition to thousands of transaction-fee funds and certificates of deposit (subject to any Pension2 Program restrictions). CalSTRS may opt to bundle these services exclusive of the core investment options. CalSTRS reserves the right to use a brokerage service which has a relationship with the Administrator to permit Pension2 participants to make their own decisions on investing funds in Pension2 accounts through a self-managed account.

The current Pension2 contributions must be allowed to remain in the funds in which they reside prior to the commencement of any resulting agreement from this solicitation. The TPA may request that additional or alternate funds are included in the Pension2 investment portfolio for contributions received after the commencement of this agreement. Each time the TPA wishes to add, replace, or delete a fund from the list of Pension2 investments, a request must be submitted to the CalSTRS Pension2 Advisory Committee for review. Considering the recommendation of the CalSTRS Pension2 Advisory Committee, the CalSTRS Chief Investment Officer has the sole authority to determine the inclusion or deletion of any Pension2 fund.

CalSTRS intends to award an agreement for six (6) years with two (2) 2-year options to extend. Any contract resulting from this RFP may be amended to add time or money at the sole discretion of CalSTRS at the rates proposed in the awarded vendor's response to this RFP.

C. 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>
Written Question Submittal Deadline	March 8, 2024	2:00 p.m., PT
Final Date for Proposal Submission	March 27, 2024	2:00 p.m., PT
Prequalification Evaluation	Date and Time to be determined	
Proposal Evaluation	Date and Time to be determined	
Finalist Interview	Date and Time to be determined	
Optional Onsite	Date and Time to be determined	
Notice of Intent to Award	Date and Time to be determined	
Agreement Award	Date and Time to be determined	

2. Submission of Written Questions

Should Proposers have questions regarding the information presenting in this solicitation, Proposers must submit questions in writing to CalSTRS, Soyeb Hussein, Central Procurement Analyst via e-mail at Procurement@CalSTRS.com no later than March 8, 2024, by 2:00 p.m., PT. 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 available at caleprocure.ca.gov.

3. Minimum Qualifications

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

4. Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Proposers must address each of the required sections indicated below. Please label and separate each section and number all pages to allow for ease of review by the evaluation team. The content and sequence of the proposal will be as follows:

a. Required Attachments/Exhibits Checklist & Certifications

Attachment 1, Required Attachments/Exhibits Checklist & Certifications, which shall be a part of the proposal package, must be signed by an individual(s) who is authorized to bind the Proposer contractually. An unsigned or incomplete Attachment 1 may cause the proposal to be rejected. For your Proposal to be responsive, all required attachments/exhibits must

be returned with the Proposal; Proposals submitted that do not include the proper “required attachments” may be immediately rejected.

b. Table of Contents

Immediately following Attachment 1, Required Attachments/Exhibits Checklist & Certifications, 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/subsection and the applicable page numbers.

c. Required Attachments

Immediately following the Table of Contents, include all remaining required attachments, in the appropriate order. All attachments which require signature must be signed by an individual(s) who is authorized to bind the Proposer contractually. **Proposals submitted that do not include the proper required attachments may be immediately rejected.**

d. Proposal Questionnaire

Attachment 3, Proposal Questionnaire, is intended to provide CalSTRS with specific information concerning the firm’s capability to provide services as described in this RFP. Type each question in the same number order as in the questionnaire.

5. Submission of Proposal

CalSTRS is providing the following instructions to allow for electronic submissions of proposals. **Please read these submission instructions carefully. Failure to follow these instructions may result in proposals not being received in a timely manner and may not be accepted.**

a. All proposals must be submitted to CalSTRS electronically by using the following link:

<https://resources.calstrs.com/CalSTRSComResourcesWebUI/Solicitation/Pages/Submission.aspx>

If Proposers encounter any difficulties uploading proposals, they must promptly notify CalSTRS Procurement at Procurement@CalSTRS.com, with attention to Soyeb Hussein.

Proposals must be received no later than March 27, 2024, by 2:00 p.m., PT. Proposals received after the specified date and time may be rejected.

1) CalSTRS will only accept **ONE** proposal submission per Proposer.

- 2) Only **ONE** file attachment is allowed and must be in the form of a compressed zip file (7z, RAR, zip, zipx, tar.bz2, and tar.gz). The file size cannot exceed 150MB. The file attachment must include all required documents as listed in Attachment 1 – Required Attachments/Exhibits Checklist & Certifications of this RFP.
 - 3) It is the Proposer's responsibility to ensure that submissions are complete and includes all requested materials. The information contained therein will be the only material that will be reviewed by the evaluation team for purposes of scoring the proposals for this RFP.
 - 4) Proposers may modify their electronic submission by withdrawing their original proposal and resubmitting a new proposal prior to the Proposal Submission Deadline. Proposal modifications submitted in any other manner, oral or written, or after the Proposal Submission Deadline may not be considered. Proposers may withdraw their own proposal by submitting a written withdrawal request to CalSTRS Procurement at Procurement@CalSTRS.com, with attention to Soyeb Hussein. Proposers may thereafter submit a new proposal prior to the Proposal Submission deadline using the foregoing instructions.
 - 5) CalSTRS accepts no responsibility for any technical difficulties or delays associated with the electronic submission and transmission of any proposals.
 - 6) Any other sections in this RFP which address submission of proposals in paper format shall be deemed replaced by the foregoing instructions allowing for electronic submission. Paper submissions will not be accepted for this RFP.
 - 7) Attachment 4, Fee Proposal, shall be a separate document within the electronic submission compressed zip file. The remaining proposal documents shall be saved as one PDF document.
- b. 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.
- c. 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.

- d. If CalSTRS contacts a Proposer to request clarification or completion of a required attachment and/or exhibit, the Proposer shall have 48-hours to respond to CalSTRS request electronically. If requested documentation is not received within the specified timeframes, CalSTRS may deem the proposal non-responsive.
- e. It is CalSTRS policy not to disseminate the competitive processes in Microsoft Word. We will accept proposals with slight variations in the formatting, as long as the proposal provides required information in the order requested.
- f. Costs for developing proposals, and in anticipation of award of the agreement, are entirely the responsibility 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. CalSTRS may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum that will be posted on caleprocure.ca.gov.
- i. CalSTRS reserves the right to reject all proposals. CalSTRS is not required to award an agreement.
- j. 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.
- k. More than one (1) proposal from an individual, firm, 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 solicitations.
- l. A joint proposal, where two (2) or more entities submit one (1) proposal, will not be considered for this RFP.

6. Evaluation Process

- a. The proposal must be organized to correspond with all requirements and formats set forth in this RFP. Refer to Section C, Proposal Requirements and Information, Subsection 5 for further information. No assumptions will be made by CalSTRS regarding the intentions of the Proposer in submitting the proposal.
- b. All proposals submitted will be evaluated for form and content in accordance with the provisions stated in this RFP. 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 highest-scoring responsive and responsible Proposer, CalSTRS reserves the right to award the agreement to the next highest-scoring responsive and responsible Proposer.
- 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 below:

1) Prequalification Evaluation

- a) Upon electronic submission, a confirmation receipt will be sent to the email address provided on the Submission Solicitation Form, which will serve as a date and time stamp.
- b) Each proposal package will be inspected to ascertain that it is properly labeled. Proposals not passing this inspection may not be accepted.
- c) 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 Attachment 2, Minimum Qualifications, and contain the required submittals specified in Section C, Proposal Requirements and Information.

2) Phase 1, Proposal Evaluation

Proposals that pass the prequalification evaluation will move onto Phase 1, Proposal Questionnaire Evaluation, and undergo an evaluation process conducted by an evaluation team selected by CalSTRS Chief Executive Officer, CEO, or designee. The evaluation team members will individually review proposals and the evaluation team will come together to evaluate and consensus score the proposals in order to select the top Proposers based on the categories enumerated in Scoring Criteria, Attachment 10. Proposers must receive a minimum of 140 points on, Phase 1.A, the Proposal Evaluation in order to advance to Phase 1.B, Fee Proposal evaluation.

a) Proposal Questionnaire

The Proposal Questionnaire, Attachment 3, is intended to provide CalSTRS with specific information concerning the Proposer's capability to provide the services as described in the RFP. The Proposal Questionnaire has a maximum of 200 points.

b) Fee Proposal

The Fee Proposal must cover costs for services as described in Attachment 14, Scope of Work, and submitted in the format prescribed in Attachment 4, Fee Proposal.

The Fee Proposal will have a maximum score of 100 points, as identified on Attachment 10, Scoring Criteria. The Tiered Cost Based Fee will be calculated as follows:

$$\frac{(\text{Lowest Basis Points} / \text{Proposer's Basis Points}) \times (\text{Maximum Points Per Tier})}{1} = \text{Proposers Score Per Tier}$$

The Proposers score will be the sum of all tiers, with a maximum of 100 points.

3) Phase 2, Disabled Veterans Business Enterprise (DVBE) Incentive

A DVBE Incentive will be awarded to those proposals that meet the confirmed DVBE participation as outlined in the chart below. Confirmed DVBE participation is identified by the dollar amount and/or percentage of DVBE commodities and/or services on Attachment 7, Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form.

The DVBE Incentive points are determined by multiplying the maximum points for the Proposal Evaluation on Attachment 10, Scoring Criteria by the DVBE Incentive percentages.

Confirmed DVBE Participation of:	DVBE Incentive Points
3.01% - 4.00% inclusive	9
4.01% - 5.00% inclusive	12
5.01% and over	15

The DVBE Incentive points will only be applied to responsive bids from responsible Proposers. As provided in California Code of Regulations 1896.99.100, incentive points cannot be used to achieve any applicable minimum point requirements.

Proposers must list the subcontract percentage for each DVBE on Attachment 7, Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form in order to be eligible to receive the DVBE Incentive. Information submitted by Proposers to claim the DVBE Incentive(s) is subject to verification by CalSTRS. For certification purposes, the Proposer will be held to the DVBE Participation percentage proposed on the aforementioned Declaration Form.

4) Phase 3, Finalists Interviews

At the discretion of CalSTRS, the highest scoring Proposers may be invited to an interview with CalSTRS. The interview will have a maximum rating of points identified on Attachment 10, Scoring Criteria. Interview points **will not** be added to the Proposal Questionnaire and Fee Proposal points.

5) Phase 4, On-Site Visit

A minimum of two (2) top scoring Proposers from the finalist interviews may be chosen for on-site visits. The on-site visits will have a maximum rating of 50 points, as identified on Attachment 10, Scoring Criteria.

6) Phase 5, Negotiations – Best and Final Offer

CalSTRS may, at its sole discretion, either accept the initial CalSTRS proposal by award of agreement and/or choose to enter into discussions/negotiations with the highest scoring Proposer. At the conclusion of the discussions/negotiations with each Proposer, CalSTRS may request Proposer to submit a BAFO. Only changes discussed in Phase 5 may be included in the BAFO proposal.

CalSTRS will evaluate the changed sections of the Best and Final Offers and select the successful Proposer.

As agreement may be awarded to the Proposer that meets all of the requirements of this RFP and whose proposal offers the best value to CalSTRS.

7. Award and Protest

- a. If at any time during or at the conclusion of this RFP process CalSTRS determines that, in its discretion, the results of this process are unsatisfactory; CalSTRS reserves the right to discontinue this process and decline to award an agreement. If an agreement award is made, the agreement award will be made to the highest-scoring responsive and responsible Proposer satisfying all requirements but may be subject to final negotiations.
- b. Notice of Intent to Award will be posted on the 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 CEO or their designee.
- c. Any Proposer may file a protest the awarding of the agreement. The protest must be filed within five (5) business days of the date of the Notice of Intent to Award. Within five (5) calendar days after filing the protest, the protesting party shall file, with CalSTRS, a full and complete written statement specifying facts, evidence supporting factual allegations, laws, regulations, or procedures providing 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 correctly apply 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 an agreement to other than the Proposer receiving the highest rating(s) and satisfactorily meeting all requirements of the final agreement negotiations.
 - 5) CalSTRS used a method other than the method set out in the RFP to determine agreement award.

- d. Protests shall be made in writing and submitted electronically to Procurement@CalSTRS.com with attention to **Soyeb Hussein**, identifying the RFP number and title, your firm name and the reason for the protest.

Once a protest has been filed, the agreement may not be awarded until either the protest is withdrawn or CalSTRS has decided the matter. Following the receipt of a protest, the CEO, or designee, of CalSTRS will either decide the matter or refer it to a committee appointed by the board for final resolution. The decision by the CEO, or designee, or the committee of the board shall be final. Notification of the decision will be sent to the protesting party within thirty (30) days after a decision has been reached.

8. Disposition of Proposals

Proposals that contain proprietary information should have a statement to that effect included in Attachment 1, Required Attachments/Exhibits Checklist & Certifications, with a list of all pages designated as proprietary following Attachment 1. For any page(s) to be designated as proprietary, please label "Proprietary Information" in the upper right-hand corner. CalSTRS will use reasonable efforts to exempt such pages or items from public disclosure except to the extent provided in any resulting agreement 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.

9. Standard Conditions of Service

- a. All performance under the agreement shall be completed on or before the termination date of the agreement.
- b. CalSTRS does not accept alternate agreement language from a prospective contractor. A proposal with alternate language will be considered a counter proposal and may be rejected. **CalSTRS Terms and Conditions are not negotiable. Please refer to the sample agreement for a sample of the agreement that may be awarded. Proposers should review the sample agreement and terms and conditions included within it before submitting a proposal.**
- c. No oral understanding or agreement shall be binding on either party.

10. Darfur Contracting Act Certification

Pursuant to the Darfur Contracting Act of 2008, Act, "scrutinized companies" are ineligible to submit a proposal for an Agreement with a state agency. As such, the Proposer must certify compliance with the Act by completing (a.) or (b.) as defined below:

- a. Completing Attachment 5, Darfur Contracting Act Certification, certifying that:

- 1) It is not a scrutinized company pursuant to Public Contract Code, PCC, Section 10476, or
- 2) It is a scrutinized company as defined by PCC Section 10476 but has received written permission from the Department of General Services to submit a bid or proposal pursuant to PCC Section 10477(b),

OR

- b. Indicating on Attachment 1, Required Attachments/Exhibits Checklist & Certifications, that within the previous three (3) years it has not had any business activities or other operations outside of the United States.

Proposals submitted without a completed Attachment 5, Darfur Contracting Act Certification, may be deemed ineligible unless the Proposer has indicated on Attachment 1, Required Attachments/Exhibits Checklist & Certifications, that it has satisfied the requirements under this section.

11. Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that the Department of General Services (DGS) establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

As such, Proposers must certify that they are not on the list of ineligible vendors CalSTRS prohibited from doing business with the State of California. Proposers must submit Attachment 6, Iran Contracting Act, with their proposals.

12. Disabled Veteran Business Enterprise (DVBE) Agreement Participation

Effective January 1, 2021, any contracts resulting from this solicitation on or after 1/1/21, are subject to [Military and Veterans codes 999.5-999.7](#) which resulted from [SB 588 \(Ch. 80, Stats. 2020\)](#). This law requires an awarding department on a contract to withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on a contract until the certification required is received by the awarding department. For certification purposes, the Proposer will be held to the DVBE Participation percentage proposed on the aforementioned Declaration Form.

PCC Section 10115 requires an agreement participation goal of three percent (3%) DVBE for agreements awarded by CalSTRS. This goal applies to the total agreement dollars expended by CalSTRS annually.

It is the policy of the board that all contracting activities are performed in accordance with all applicable State and Federal laws. The board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by disabled veteran business enterprises in agreements awarded by CalSTRS.

DVBE participation of a minimum 3% is mandatory for this RFP.

All Proposers must complete and return Attachment 7, Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form.

13. Diversity, Equity & Inclusion Vendor/Contractor Survey

It is the policy of CalSTRS to survey potential contractors, vendors and consultants for the existence and maturity of their internal and external DEI programs. Inclusion of a DEI survey within the CalSTRS procurement process is consistent with CalSTRS Core Values and CalSTRS Business Plan, supports Sustainable Investment & Stewardship Strategies (SISS) goals, advances the best long-term interests of CalSTRS members, and facilitates the Board of Directors' exercise of its fiduciary duty to prudently invest, manage and administer plan assets. As such, all solicitations shall require all Proposers to respond to the survey in order to be qualified to submit a proposal, as outlined in Attachment 2, Minimum Qualifications. Failure to complete the survey shall result in disqualification. Please utilize this link to access and complete on behalf of the entity: [CalSTRS DE&I Inclusion Vendor/Contractor Survey](#)

14. Authorized/Key Personnel

- a. Attachment 8, Authorized/Key Personnel, names certain members of the Proposer's staff who will exercise a significant role and perform services in compliance with Attachment 14, Scope of Work, under an agreement that may be awarded by CalSTRS. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel." This designation does not mean that the individuals have the authority to bind the firm contractually.
- b. Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS prior approval. However, with CalSTRS written approval, the parties may agree a change in these Authorized/Key Personnel, and that written approval document shall become a part of the agreement.

- c. An agreement may be terminated immediately with written notice from CalSTRS to the Contractor, at CalSTRS sole discretion, because of any change in or the departure of the Contractor's Authorized/Key Personnel.

15. Warranties

Attachment 12, Warranties, lists the warranties that will be incorporated in any agreement awarded pursuant to this RFP. By signing any agreement awarded pursuant to this RFP, Contractor certifies acceptance of these warranties.

15. Third Party Economic Interest Disclosure

a) Policy

The Third Party Economic Interest Disclosure Policy set forth in the Teachers' Retirement Board Governance Manual requires entities and Key Personnel engaging in business with CalSTRS to disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, prohibits providing charitable contributions valued in excess of \$250, and gifts in excess of the current monetary limit established by the Fair Political Practices Commission, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit D and the Proposer is required to comply with its provisions.

b) Submission of Disclosures

- 1) Upon submission of a proposal (or initial application) to do business with CalSTRS, Attachment 9, Form 600-H Third Party Economic Interest Disclosure, must be submitted on behalf of the:

- a) Proposer (Entity) (signed by the individual who is authorized to bind the firm contractually) and
- b) Each of its Authorized/Key Personnel (those who signed Attachment 8).

No other version of this form will be accepted (e.g., annual submittal or generic form downloaded from www.CalSTRS.com).

- 2) Upon execution of an agreement, the successful Contractor must submit another Form 600-H on behalf of the Entity (Proposer) and each of the Authorized/Key Personnel to cover the interim period since the submission of the proposal (initial application).
- 3) After execution of an agreement, the Contractor must submit Form 600-H on an annual basis as specified in the agreement.

c) 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.

16. 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 available at caleprocure.ca.gov. 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 Procurement 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 or clarifications of the RFP by CalSTRS shall be made by addenda and posted at caleprocure.ca.gov. 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 agreement awarded as a result of this RFP.

17. Background Investigation

Selected contractor must demonstrate compliance with Exhibit F, CalSTRS Contractor Background Investigation Policy, for all employees providing services to CalSTRS under the resulting agreement.

18. Statement of Economic Interest (Form 700)

Selected contractor shall not directly or indirectly receive any economic 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 CalSTRS is subject to the provisions of the Fair Political Practices Act of California (Government Code sections 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. As a consultant to CalSTRS, Contractor shall require its Authorized/Key personnel named 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). All such reports shall be filed simultaneously with CalSTRS.

19. Supplier Self-Service Portal and CalSTRS' Internet Privacy Principles and Policy

The Proposer must be registered in the CalSTRS integrated on-line financial system, the Supplier Self-Service (SUS) Portal. Registration in the SUS portal allows CalSTRS to establish contracts and schedule payments. During the evaluation stage, CalSTRS' system will be checked to determine if the Proposer's registration already exists or if a registration must be created on the Proposer's behalf.

All Proposers must review CalSTRS' Internet Privacy Principles and Policy [here](#), then certify in section C of Required Attachments/Exhibits Checklist & Certifications, in Attachment 1 below.

Additionally, all Proposers must submit Attachment 13, *Business Partner Form* (Form 1570), with their proposal. Instructions for completing the form.

D. PREFERENCE PROGRAMS

Proposers who may have questions regarding the following bid preferences may contact the Office of Small Business and DVBE Services at (916) 375-4940 or the TACPA Preference Program Group at (916) 375-4609.

1. Small Business Preference – <https://www.dgs.ca.gov/PD>
2. Disabled Veteran Business Enterprise Incentive – <https://www.dgs.ca.gov/PD>
3. Target Area Contract Preference Act, TACPA – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

ATTACHMENT 1

REQUIRED ATTACHMENTS/EXHIBITS CHECKLIST & CERTIFICATIONS

Please complete this checklist and certifications form providing information about the proposing firm and to confirm the items below are 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 form, Attachment 1. Attachment 1 must be signed by an individual(s) authorized to bind the Proposer contractually.

Original signatures are not required at this time. Acceptable signature options for this RFP include scanned images of manual signatures, DocuSign, or Adobe electronic signature service. An unsigned or incomplete Attachment 1 may cause the proposal to be rejected.

A. PROPOSER’S FIRM INFORMATION

1. Organizational structure (e.g., corporation, partnership, etc.)	
2. FEIN or CIN	
3. Firm’s (Entity) Contact Information: a. Address b. Phone Number c. Facsimile Number	
4. Firm’s Primary Liaison: a. Name b. Phone Number c. E-mail address	
5. Representative(s) Authorized to Bind the Firm contractually: a. Name b. Title c. Phone Number d. E-mail address	

B. PROPRIETARY INFORMATION

Should the proposal contain proprietary information, please place a check mark or an “X” next to the item marked “yes” below and attach an additional sheet to this form. The additional sheet shall list the page numbers and subsections, if applicable, of the proprietary information. The page(s) within the proposal to be considered proprietary shall be clearly marked in the upper right hand corner of the page(s).

Please note: The entire proposal cannot be considered proprietary.

_____ Yes, this proposal includes proprietary information and I have complied with the instruction above: pages are clearly marked and a separate sheet listing the pages with subsections, if applicable, has been attached.

ATTACHMENT 1

REQUIRED ATTACHMENTS/EXHIBITS CHECKLIST & CERTIFICATIONS (CONT.)

C. CHECKLIST

Attachments/Exhibits

Attachment Name

_____ Attachment 1	Required Attachments/Exhibits Checklist & Certifications
_____ Attachment 2	Minimum Qualifications
_____ Attachment 3	Proposal Questionnaire
_____ Attachment 4	Fee Proposal

_____ Attachment 5	Darfur Contracting Act Certification*
--------------------	---------------------------------------

☐ Check if not required*

Please note: If this certification is not required for your agency, do NOT place a check mark on the line next to Attachment 5. Instead, simply check the box above that will indicate it is not required.

For more information the Darfur Contracting Act requirements, please see C.10 .

_____ Attachment 6	Iran Contracting Act
_____ Attachment 7	Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form
_____ Attachment 8	Authorized/Key Personnel
_____ Attachment 9	Form 600-H Third Party Economic Interest Disclosure (On behalf of the entity)
_____ Attachment 9	Form 600-H Third Party Economic Interest Disclosure (For each Authorized/Key Personnel, per Attachment 8)
_____ Attachment 11	Proposing Firm References
_____ Attachment 13	Business Partner Form (Form 1570)

☐ Yes, I've read the CalSTRS' [Internet Privacy Principles and Policy](#) and accept the terms. I understand if a registration is not already located in CalSTRS' system, one will be created on this Proposer's behalf.

_____ Attachment 15	Proposed Personnel Summary and Reference Sheet
---------------------	--

Other Required Documents from Proposal Questionnaire and/or Minimum Qualifications:

_____ Resumes for each proposed personnel
_____ Sample of Participant Statement
_____ Sample disclosure of 408(b)2 & 404(a)5
_____ Sample agreement with Self- Directed Brokerage Account (SDBA)

If applicable:

_____ Small Business Preference https://www.dgs.ca.gov/PD
_____ Disabled Veteran Business Enterprise Incentive https://www.dgs.ca.gov/PD
_____ Target Area Contract Preference Act, TACPA https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference

ATTACHMENT 1

REQUIRED ATTACHMENTS/EXHIBITS CHECKLIST & CERTIFICATIONS (CONT.)

D. CERTIFICATIONS

By signing this form, Attachment 1, I (we) certify:

1. The information contained in this proposal is accurate and that all required documents (e.g., attachments, exhibits, forms, etc.) to be submitted as a part of this proposal are certified to be true and binding upon the Proposer.
2. This is a firm and irrevocable offer good for one (1) year.
3. Our willingness to perform the services as described in the RFP.
4. The availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.

**Signature of Person Authorized to Bind
The Proposing Firm Contractually**

Printed Name and Title

Date

ATTACHMENT 2

MINIMUM QUALIFICATIONS

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 may result in the immediate rejection of the proposal.

1. As of final date for proposal submission, the firm must have completed the [CalSTRS DE&I Inclusion Vendor/Contractor Survey](#), as further described in Section C, Subsection 13.

Yes ☐

No ☐

2. As of final date for proposal submission, the firm must have been in business at least five (5) continuous years as evidenced by submission of Audited financial statements for the last five (5) years and must be a legal business entity licensed to do business in California as evidence by attaching a copy of their business license.

Yes ☐

No ☐

3. As of final date for proposal submission, the Chief Administrative Officer and CalSTRS assigned Account Representatives of the proposing firm each have at least a three (3) year history of providing administrative services for Section 457(b) or Section 403(b) plans as evidenced by submission of resumes.

Yes ☐

No ☐

4. As of the final date for proposal submission, the Proposer has a minimum of five (5) Section 457 or 403(b) defined contribution plans, each with at least 1,000 participants, to which it provides administrative services as evidenced by Attachment 3, Proposal Questionnaire.

Yes ☐

No ☐

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE

The Proposal Questionnaire is intended to provide CalSTRS with specific information concerning the Proposer's capability to provide services as described in this RFP. Type each question in the same number order as in the questionnaire.

I. Organizational Background

A. Organization

1. Provide your organization's initial operating year.
2. Describe your organization's California presence; in particular, identify any existing relationships you have in the 403(b) and/or 457 market with California k-12 or community college districts, including either plan administration or investment management.
3. Provide how long your organization has been providing services to Government 403(b) and 457(b) plans.
4. Describe any significant developments in your organization (changes in ownership, personnel reorganization, new business ventures, etc.) that have taken place within the past five (5) years and if you expect any changes in the near future.
5. Describe any litigation your organization has been in within the last three (3) years and any pending litigation arising out of your performance or participation in deferred compensation plan activities. Exclude routine interpleader actions, garnishments and similar routine matters involving participants and beneficiaries that do not reflect on the performance of your agreement.
6. Describe any actual or proposed citations of your organization within the last five (5) years by federal or any state regulators for violations of any state or federal law and impending regulations.
7. In the past five (5) years, has your organization ever been denied a license or had a license revoked or suspended? If yes, please give the date and location in which the denial, suspension, or revocation occurred and the reason given for denying, suspending, or revoking the license. Has there been a bona fide change of ownership or management since the license was denied, suspended, or revoked and have you eliminated the cause for which the license was denied, suspended, or revoked? Has your organization ever been reprimanded by a licensing agency? If yes, please describe fully.
8. If your organization has ever filed a petition or been petitioned into bankruptcy or insolvency, please describe the circumstances in detail. If your organization has ever made any assignment for the benefit of your creditors, please explain in detail.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

9. Provide a list of any other external partners (such as banking services, custodial services, etc.) that may play a role in managing the CalSTRS Pension2 program.
 10. Provide a list of any relevant sub-contractors and their role.
- B. Professional Staff
1. Provide a resume for each of the key proposed personnel and their role assigned to the CalSTRS Pension2 Program.
 2. CalSTRS Pension2 is a complex program to manage because multiple employers are eligible to adopt Pension2. Identify the proposed personnel that would provide the following under the resulting agreement:
 - a. The CalSTRS Pension2 day-to-day contact for services and how many other accounts or plans this person would be handling.
 1. Identify personnel and their level in your company that would be responsible for coordination of all of the systems set-up and interfaces.
 2. Describe the proposed personnel that would deal directly with CalSTRS during the transition/implementation period and on an ongoing basis. Indicate staff size and experience.
 - b. Identify personnel and their level in your company that would have oversight responsibility for the CalSTRS Pension2 account.
 - c. Identify the personnel that would be the backup for these primary contacts.
 - d. Identify a representative that will assist the CalSTRS Pension2 staff in correctly obtaining access to the database and generating data about the Pension2 program.
 - e. Identify the responsibilities of the person(s) assigned to the back office who will assist CalSTRS with the customized plan and district officials who need assistance with administrative services.
 - f. Identify subject matter experts or consultants that will assist CalSTRS Pension2 with legal, investment, legislative, accounting and IT inquiries and requests.
 3. Describe how participant-facing personnel are compensated; include information regarding commissions, salary, bonuses, and other incentives.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

C. Accounts and Assets

- As of December 31, 2023, please identify how many clients for whom your organization currently provides services similar to those requested by CalSTRS. Complete a table for all public sector voluntary savings plans (457 and 403(b) plans).

Plan Size (Participants)	# of 403(b) Plans	\$ 403(b) Assets	# of 457(b) Plans	\$ 457(b) Assets
Under 3,000		\$		\$
3,000 to 7,999		\$		\$
8,000 to 24,999		\$		\$
25,000+		\$		\$
Total		\$		\$

- Provide the total number of participants in all public defined contribution/deferred compensation plans currently being administered by your organization.
- Provide the names of the 5 (five) largest defined contribution plans currently under your organization's management and the total number of participants and assets.
- Provide the following information regarding the total assets per plan type where your organization provides recordkeeping services:

Plan Type	\$ Amount of Assets
Defined Contribution	\$
403(b) Defined Contribution	\$
K-12 403(b) Defined Contribution	\$
Public 457(b) Deferred Compensation	\$
K-12 457(b) Deferred Compensation	\$
401(k) Defined Contribution	\$
Public 401(k) Defined Contribution	\$

D. Risk Management

- Describe the procedures and safeguards that your organization uses to protect the confidentiality of participant and beneficiary information.
- Please provide (if applicable) your organization's Moody's, Standard and Poor's, and A.M. Best ratings and reports for each of the last five (5) years. Also, describe if there has been any upgrades or downgrades of your organization's credit ratings in the past five (5) years.
- Describe the various types of insurance coverage and indemnification provided to protect clients.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

E. History

1. Provide a brief overview and history of your organization as it relates to defined contribution services. Please describe any parent/subsidiary/affiliate relationships.
2. Provide the number of Public K-12 403(b) defined contribution plans your organization added (or net change) in the last three (3) years.
3. Provide the number of Public K-12 457(b) defined contribution plans your organization added (or net change) in the last three (3) years.
4. Describe your organization's experience in providing Multiple Employer type 403(b)/457(b) services for programs similar to the CalSTRS Pension2 program.
5. If your organization is selected as the new recordkeeper and currently offers 403(b) and 457 plans in California, describe how your organization will handle any existing plans and future business opportunities.

II. Participant Services

A. Customer Service

1. Provide your organization's standard hours of operation including the customer service center.
2. What transactions cannot be processed through the customer service center?
3. Does your organization monitor participant calls for quality control; if so, how frequently?
4. Does your organization maintain records of conversations between a participant and a Customer Service Representative and for how long?
5. Describe how your organization tracks customer service utilization data and what standard reports CalSTRS will receive.
6. Identify your organization's 1-800 number service standards, including response time. Also include for the last three (3) calendar quarters, statistics related to the following actual performance:
 - Number of calls
 - Average length of calls
 - Average response time
7. Describe how your organization determines the number of Customer Service Representatives to use for/dedicate to the CalSTRS Pension2 Program and how many other programs would those Customer Service Representatives serve.
8. Describe what transactions cannot be completed via your organization's Internet site.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

B. Technology & Security

1. Describe the security through which a participant passes to use your organization's Internet system.
2. Describe how data is secured within the system and your organization's security measures to ensure safety of participant accounts and protection from fraud.
3. Describe what improvements or enhancements to your organization's Internet capabilities are anticipated or planned to occur in the next two (2) to three (3) years.
4. Describe your organization's offsite backup and disaster recovery scenarios.
5. Please describe your organization's mobile technologies.

C. Cybersecurity & Risks

1. Cybersecurity: Do you have a Chief Information Security Officer (CISO)? If yes, does the CISO manage a team dedicated to cybersecurity-specific activities?
2. Cybersecurity: Do you have written information security policies? Will you be willing to share those with us to review?
3. Cybersecurity: Do you regularly conduct secure code review and penetration tests against your customer-facing applications?
4. Cybersecurity: How does your organization monitor cyber threats and analyze known attacks to determine the likelihood and impact of the attacks to your business?
5. Cybersecurity: What guarantees, and responsibility do you provide in protecting participant retirement benefit assets, personal information, or other benefits for our plan in case of fraud?

D. Communication & Education

1. Briefly describe your organization's background and experience in providing communication and education programs.
2. Describe what enrollment services your organization offers.
3. How will your organization provide and/or cooperate with CalSTRS in planning and presenting financial and pre-retirement seminars.
4. Does your organization create its communication and education material in-house or through third parties? If through a third party, fully disclose the relationship.
5. Describe how your organization will notify CalSTRS Pension2 of potential problems and serious or repetitive complaints.
6. Describe how your organization resolves complaints.
7. Provide the addresses of where your organization's customer service center(s) are located.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

E. Voice Response System, VRS, and Internet

1. Describe how participants can request contribution deduction changes through the VRS and how you provide the automated feed back to the plan sponsor/CTPA to update their payroll records. (Single Vendor Only Situation)
2. What transactions cannot be processed through the VRS?
3. Does your organization's VRS accommodate non-English speaking participants?
4. Does the VRS accommodate the hearing/speech impaired participants?

F. Field Service Representatives/Staffing

Currently there are seven (7) full time Field Service Representatives (FSRs) employed by the recordkeeper serving CalSTRS Pension2 exclusively. CalSTRS would like the successful Proposer to provide a minimum of nine (9) FSRs, at least one (1) FSR assigned to each of the seven CalSTRS Member Service Centers, (1) FSR for Northern California region, and one (1) FSR for Southern California region who will function to enroll, assist with the salary reduction agreement, offer statement comparison services, help participants transfer funds into Pension2, provide one-on-one meetings and give presentations in-person and via webinar.

CalSTRS does use its existing Retirement Readiness staff to help educate potential 403(b) and 457(b) participants.

1. Based on the current plan service situations described in this and other sections of this document, please describe how many dedicated, onsite, full-time FSRs your organization would propose to staff the Pension2 Program. Describe what certifications and ongoing training the FSRs are required to have.
2. Describe in detail your organization's process for assisting retirees with rollovers/plan distributions.
3. Fully describe the FSRs compensation structure and any incentive awards.

III. Reporting

A. General

1. CalSTRS Pension2 operates much like a Multiple Employer Plan and as such we have hundreds of employer plans under our umbrella. Does your organization have the ability to "roll-up" all these employer plans and data fields into a consolidated report for normal program level reports (total balance, fund level changes, enrollments, distributions, etc.)?
2. Referring to Exhibit A, Scope of Work, identify the standard timeframe for the different types of reports requested.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

3. Can your organization produce data on a monthly basis that includes the following: beginning balance, contributions, transfers-in, transfers-out, withdrawals, earnings, Ending Balance at an aggregated program level as well as employer and participant level? In what formats?
4. Is there ever an extra charge for data or ad hoc reports?
5. Describe your organization's flexibility to produce ad-hoc program level reports.
6. Describe your organization's turn-around time for providing quarterly investment asset reports to be used to conduct investment performance analyses.
7. CalSTRS Pension2 offers Easy Choice Portfolios for both the 403b and 457b plans. These are custom target date funds and so require the use of Morningstar or other investment software to calculate the returns and costs for each. As the recordkeeper for Pension2, do you have the ability to generate these reports quarterly?

B. Participant Statements

1. How soon after the quarter-end are statements available online and how long are they available? Please provide a sample statement in electronic format.
2. How soon after quarter end are statements sent out to the participants?
3. How would the "Easy Choice" Portfolios be accounted for on the statements?
4. Does your organization's participant quarterly statements illustrate personalized rate-of-return?
5. Describe your organization's customization capabilities for participant statements.
6. Does your organization have the flexibility to include a section for customized messages from CalSTRS on your organization's quarterly participant statement?
7. Can your organization include other customized printed information, approved by CalSTRS, with the mailing of the quarterly statements to participants including a CalSTRS branded newsletter?

C. Performance Reporting

1. Please describe how your organization reports performance to the participant? Is it AIMR compliant?
2. Is performance reported after all fees?
3. Is performance reporting customized to the individual's portfolio?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

D. 408(b)2& 404(a)5

1. While CalSTRS Pension2 is not subject to the Employee Retirement Income Security Act (ERISA) and therefore not subject to 408(b)2 & 404(a)5, please describe your organization's system readiness to provide such disclosures. Include format, sample disclosure and how your organization would advise this information to be communicated (only provide sample disclosure as an e-document).
2. Discuss your organization's ability to comply with 408(b)2 in terms of reporting on all plans under the CalSTRS Pension2 program. Can your organization provide an aggregated (program) and segregated (individual plans) report?

IV. Record Keeping System

A. General (Multi and Single Vendor Questions in terms of compliance and regulations)

For employers with multiple vendors for 403(b), the CalSTRS Pension2 403(b) will be a product within that employer's Plan. The employer or its agent, the Compliance Third Party Administrator (CTPA) shall be responsible for providing compliance services such as approving loans, hardships, rollovers, other distributions and for ensuring compliance with contribution limits and coordination with other vendors within the employer plans. If an employer decides they want CalSTRS Pension2 to be the sole or single vendor, the winning bidder must be able to provide all compliance services on a "go-forward" basis and have a plan for working with any CTPA that may be utilized to coordinate compliance with legacy agreements. Pension2 additionally operates a 457(b), program currently in approximately 178 districts. Please see Attachment 17, CalSTRS 457 District Listing, and sample 457 Agreement, for a list of the employers with which we operate a 457(b) as well as the terms. We plan on offering the 457(b) on both a Multiple Employer Plan basis as well as on a stand-alone basis.

1. For individuals who have contributed near the maximum limit, does your organization conduct a final recalculation at the end of the year? This applies to 457(b) or 403(b) if we were the Single Vendor for 403(b).
2. Does your organization automatically stop contributions if over the maximum limit? If yes, does your organization automatically restart for the following calendar year?(Single vendor)
3. Discuss your organization's capabilities, procedures, and methodology for implementing and processing a system of Roth 403(b) contributions.
4. Describe the process your organization uses to track and maintain participant beneficiary data.
5. Can your system administer auto-enrollments and auto-increases?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

6. Describe how the accounts exist on your organization's system in relation to the employer. Is there one "plan" with all accounts under it or does each account belongs to a specific employer plan within the larger "program"?

B. 457(b) Specific

Currently the CalSTRS Pension2 457(b) operates with multiple plan documents, one for each employer. The employer remains the Plan Sponsor and operates the program but utilizes Pension2 services; in this regard it is not a true "Multiple Employer Plan" or MEP.

1. Describe your organization's ability to manage the entire online salary reduction process for an employer. This includes the interface with the participant, accepting the instructions and communicating file changes to the employer's payroll.
2. Does / can your organization coordinate loan approvals with other plans of the employer?
3. Does your organization approve unforeseeable emergency withdrawal requests (in a single or multi-vendor environment)?

C. Contributions

1. Can you accept contributions from multiple Compliance Third Party Administrators? Are there any restrictions in receiving contributions?
2. With what Compliance TPAs does your organization currently have "agreements" in California? Please refer to Exhibit N, List of Compliance TPAs with which CalSTRS has agreements.
3. Please describe your organization's ability to sign "vendor agreements" with employers and share information via the SPARK (Society of Professional Asset-Managers and Record Keepers) format.
4. Please describe the timeframes involved in processing contributions to the participants account.
5. Please describe how contributions that do not have an account are handled (background: Occasionally a participant signs a Salary Reduction Agreement and fails to sign an Account Agreement).
6. Does your organization track cumulative contributions to the participant accounts?

D. Open Fund Architecture

1. Does your organization's record-keeping system have any limitations on what mutual funds can be utilized other than the restrictions that a fund company may impose?
2. Does your organization offer proprietary mutual funds? If so, is there a requirement to utilize these funds?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

E. Revenue Sharing Rebating

1. Describe your ability to record-keep a revenue neutral (fee-leveling) program. Specifically indicate if you can rebate revenue-share back to participant accounts or use revenue-share to offset plan administrative fees. Please note: It is not CalSTRS intent to utilize revenue sharing funds as part of its core lineup, however if it does choose to do so, there must be a

mechanism in place to rebate that revenue back to the individual plan participant or to offset the administrative fee directly.

F. Retirement Planning Services (if offered)

1. Does your organization offer one-on-one and/or group retirement, financial or investment planning services?
2. Please describe qualifications of advisors implementing the above service.
3. Please describe the compensation structure of the Advisors in the above services.
4. Does your organization offer online financial or retirement planning services? If so, please describe in detail and list any associated costs on the fee schedule.
5. Does your organization offer a financial wellness plan? If so, please describe and detail any cost associated for the participant and/or plan sponsor?

G. Hardware and Software

1. Does your organization have a documented disaster recovery plan? How often do you test your recovery system?
2. Describe in detail your organization's procedures and safeguards used to guarantee:
 - a) Security for your organization's hardware and facility
 - b) Authorized access to data
 - c) Confidentiality of data
 - d) Security for any hard copy of plan-related data or documents
3. Are internal controls of your organization's record keeping system audited by an independent accounting organization on an annual or more frequent basis?
4. Does your organization foresee any problems incorporating CalSTRS Pension2 into your system? If yes, describe them in detail.

H. Working with Compliance Third Party Administrators (CTPAs)

1. Does your organization provide data to CTPAs in the SPARK format? If yes, how often?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

2. What requirements does your organization impose upon a CTPA in order to send a SPARK file to them?
3. Describe how your organization's interface with the different CTPAs. Specifically with which CTPAs does your organization do business within California?
4. Can your organization pass CTPA fees onto the participant? If so, how does this fee appear to the participant?
5. Discuss how your organization coordinates approvals for loans, in-service withdrawals, hardship withdrawals, lump sum distributions, systematic payments/installments, rollovers to another plan or an IRA with the CTPA.

I. Deducting Fees

CalSTRS Pension2 currently charges an "Administrative" fee of eight (8) basis points on investment options that are non-proprietary to our current record keeper. We do not receive any revenue from the brokerage account. CalSTRS may raise or lower this fee at any time. The fee is expected to be debited going forward on all assets (except for the brokerage account). In addition, some school employers require that "compliance fees" be paid for by the vendor through the debiting of participant accounts. In those situations, we also require the record-keeper to debit the compliance fee from the participant's account.

1. Describe how your organization will handle the deduction of administrative fees from participant accounts. Indicate any limitations on the types of fees or method of collection.
2. Does your organization's system allow for revenue sharing to be rebated back to the individual participant account? If not, can you credit revenue sharing against the administrative fee as an offset?
3. Are Automated Clearing House (ACH) services available for loans and distributions?
4. Does your organization's system allow you to debit participant accounts for investment advisory services billed by Registered Investment Advisors?

J. Distribution Services

1. Describe how loans are processed and repaid.
 - a) Are the loans funded by the participant or from another source (company)?
2. Who is the interest paid back to? CalSTRS would prefer the interest paid back to the participants retirement account from which the loan originated.
3. How is the interest rate determined?
4. How does your organization handle delinquent and/or defaulted loans?
 - a) How does your organization report delinquent and/or defaulted loans to the CTPA?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

- b) How long does it take to process withdrawals, terminations, or loan checks once your organization has received a request in good order?

V. Investments

A. Easy Choice Custom Target Date Portfolios

In November 2007, CalSTRS Pension2 launched a suite of Risk-Based Target Date Portfolios. These are essentially the combination of Target Risk and Target Date portfolios within a managed account environment. If a participant elects one of our portfolios, the entire account must be invested in that portfolio. There are currently fifteen portfolios consisting of a Conservative, Moderate and Aggressive version for each of the following Target dates: Retired, 2030, 2040, 2050 and 2060. The portfolios are composed of our Core Funds and are rebalanced quarterly with re-allocations normally done on an annual basis.

CalSTRS Pension2 Investment staff meets periodically to review these portfolios and make changes to them. At a minimum, they will be rebalanced annually and additional portfolio changes could occur multiple times within the year.

1. Please describe your organization's ability to record keep for the Easy Choice portfolios managed by CalSTRS Pension2.
2. How automated is the process to make changes in each portfolio?
3. How many days does it take to make portfolio changes once an order is given?
4. What kind of reporting on these portfolios is available (performance, assets in each strategy, number of participants in each)? How often (monthly, quarterly)? How quickly after the period end is the information available?
5. How would these portfolios be represented on the statement?
6. Could a participant enroll into one of these portfolios when enrolling online or transfer into one of these portfolios online without the help of a customer service rep (in other words, does it show up as an investment option in the menu)?
7. Please provide a list of five (5) clients for whom you perform this or a similar service. Note: providing this service for fewer than five (5) other clients will not disqualify you.
8. We currently use Morningstar to pull fund expense ratios and rates of return to document cost and quarterly performance. Do you utilize Morningstar, and would you be able to generate these reports for us? Visit <https://www.calstrs.com/pension2> to view the program costs and quarterly performance reports.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

Stable Value Option

Based on the recommendation of the CalSTRS Investment Advisory Committee, the CalSTRS Chief Investment Officer chooses the investment options for the CalSTRS Pension2 program; however, we will consider alternatives for the Stable Value/General Account option. We reserve the right to NOT offer a Stable Value/General Account option, instead opting solely for a Money Market.

We invite your organization to submit your bid with your preferred Stable Value/General Account option. Your organization can either submit a Stable Value/General Account option for both the 403(b) and 457(b) or a separate option for each plan. 403(b) must be a General Account product or allowable as an investment option within a 403(b), but 457(b) can be any other type of Stable Value.

The Stable Value/General Account submission does not have to be proprietary. Keep in mind that your organization needs to be clear about how your Stable Value/General Account works with the presence of a Money Market in the lineup. Currently, we have a stable value and a money market option (with no wash provision), we realize this may not be an available setup for most Stable Value/General Account options and ask that your organization be clear as to what is and isn't allowable for competing options.

A money market account will need to be included in your organization's bid since we have the right to not choose any Stable Value/General Account. Your organization may offer multiple options for the Stable Value/General Account (CalSTRS will choose one). If your organization is interested in offering a Stable Value/General Account option please answer the following questions for each option offered.

If you are bidding more than Stable Value / General Account option, please indicate which one you prefer.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

Important information about the current General Account

As of December 31, 2023, the General Account Stable Value Option - the Voya Fixed Plus III had assets of \$737 million. There are liquidity restrictions on this account. If the trustee directs the assets in the Voya Fixed Plus III to move, they will only move in five annual payments to be paid as such:

- One-fifth of the value in the Voya Fixed Plus Account III as of the business day VRIAC receives the withdrawal request in good order reduced by the amount, if any, transferred (including transfers made to issue a loan), withdrawn, or used to purchase annuity payments during the prior 12 months (VRIAC reserves the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option); then
- One-fourth of the remaining amount 12 months later; then
- One-third of the remaining amount 12 months later; then
- One-half of the remaining amount 12 months later; then
- The balance of the value in the Voya Fixed Plus Account III 12 months later.

It is unlikely CalSTRS would be able to move the entire amount of assets at once, and you should only plan on receiving the General Account assets in installments sent annually over the next 5 years.

The current interest rate for current assets invested in the Voya Fixed Plus III is guaranteed at 4% through October 31, 2024.

If you are submitting a Stable Value/General Account option, please answer the following questions (please answer for both 403(b) and 457(b) (if different)):

1. Please describe the Stable Value/General Account offering for the 403(b), and describe the Stable Value offering for the 457(b), if different.
2. Is the 403(b) and 457(b) Stable Value offering based on a General Account?
3. Please describe how each offering credits interest.
4. What is the current interest rate?
5. What is the guaranteed minimum rate?
6. How often can the rate change and is this negotiable?
7. How is the rate calculated?
8. Please provide a history of the credited interest rates.
9. Is there a surrender charge and/or surrender period? If so, please describe in detail?
10. If a Pooled Stable Value option, please provide the current book value.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

11. Please describe any transfer restrictions among other investment options (wash provisions).
12. Please describe any liquidity restrictions at the participant level.
13. Please describe any liquidity restrictions at the plan/program level.
14. If an MVA exists, do positive MVA's get transferred to new record keeper if your organization is ever de-selected?
15. Please describe the investment philosophy of the Stable Value/General Account option as well as the current composition, including duration, credit quality and liquidity.
16. For General Account products please provide the latest ratings and analysis from the major ratings companies rating the General Account.
17. Please describe any communication restrictions placed on the employer or CalSTRS Pension2 regarding this option.
18. Please describe any fees associated with Stable Value/General Account option, please be detailed.

Managed Accounts

Currently CalSTRS Pension2 offers a "managed account" type service for a fee. Please detail any fees associated with providing this service in the fee proposal.

1. Describe the managed money/investment advisory services that your organization will be providing to CalSTRS (i.e., Morningstar, Financial Engines, etc.).
2. Indicate whether your organization's advisory service is through a partnership or other relationship with an outside company, and if so, please identify that company. Describe your organization or organization's due diligence process for selecting the partner and what services are provided.
3. Does your organization's investment advisory service include savings rate recommendations? Please describe.
4. Does your organization's investment advisory service take into account a participant's assets outside of the CalSTRS Pension2 Program?
5. With respect to these investment advisory services, whether offered through your organization's proprietary services or a third-party provider, what is disclosed to participants regarding your organization's role as a fiduciary?
6. Please provide a profile of the managed account service that includes specifics as to how the portfolios are managed.
7. Does the managed account provider have an Investment Policy Statement? If so, please provide.
8. Does the managed account provider take fiduciary responsibility for advice? Do they consider themselves to be a 3(38) fiduciary as defined in the ERISA?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

9. Please describe the process in which the participant would enroll in a managed account.
10. Please describe how the managed account performance is calculated and displayed for the participant and how performance information is communicated to CalSTRS for monitoring.
11. Please describe the revenue relationship between your organization and the managed account provider (in other words, what percentages of the fees are retained).
12. Please describe what types of reports your organization can provide with regards to managed accounts (# of participants utilizing, average account balance, returns, asset allocation of each model, etc.). How often can these reports be provided?
13. Is more than one (1) managed account provider available?
14. What happens if we decide to terminate the managed account provider?

Self-Directed Account (Brokerage Window)

1. CalSTRS Pension2 has assets and accounts in the Self-Directed Brokerage Account (SDBA) (\$23 million, 211 funded member SDBA accounts as of December 31, 2023). Transferring these assets is not a small task. Please provide a work plan and timeline for how your organization would transfer these assets in a timely manner.
2. Does your organization have a self-directed brokerage window or similar system in place?
3. Who is the provider of the Self-Directed Brokerage Window?
4. Can investments within the window be restricted?
5. Please provide a sample of your organization's ability to create an "acknowledgement" that a participant must affirm before utilizing the self-directed account.
6. What is the minimum amount that must be maintained in the core account before money can be transferred to the SDBA?
7. How do the participants view their investments within the SDBA (with same login or a separate login)?
8. Discuss your organization's reporting capabilities in regard to assets in the brokerage account.
9. Discuss your organization's ability to limit the investment options to mutual funds only within the brokerage window.
10. What restrictions, if any, does the SDBA have?
11. Please explain how assets may transfer out at the end of the agreement if your organization is not selected as the new Administrator in the next solicitation process for these services.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

E. Advisor Capability

Pension2 currently is primarily a “direct” offered 403(b), meaning participants manage the accounts on their own (though Easy Choice portfolios have been developed to provide participants with a diversified portfolio built to a retirement date and risk tolerance). Pension2 offers a “managed account” type service for a fee to participants. What capabilities does your organization have available to administer a program where Independent Fiduciary Advisors (Registered Investment Advisors or Investment Advisor Representatives) could be linked up with participants who want independent, fiduciary advice and are willing to pay an extra fee for it.

1. Please describe your organization’s ability to work with independent financial advisors.
2. Please describe the process an advisor would go through to utilize your organization’s system to view their client accounts.
3. Please describe the trading ability that an advisor would have. Is it on an individual client level or bulk (across clients)?
4. Please describe what capabilities/controls your organization has in order to provide oversight of an advisor.
5. Does your organization’s system have the ability to download transaction and pricing information to a portfolio accounting system such as Advent Axys, Centerpiece, Morningstar Office, etc.? If so, which systems?
6. What support could be given to the advisor in terms of training on your organization’s system?
7. What support could be given to the advisor in terms of client servicing?
8. Please describe your organization’s fee billing ability for the financial advisor. Can your organization’s system bill specific participants an asset-based fee that could then be remitted to the participant’s chosen advisor?
9. Does your organization issue 1099s each year to account for the advisor fee billings?
10. Please describe your organization’s process for vetting the advisors that are allowed to work with your organization’s system.

VI. Implementation & Miscellaneous

A. Implementation

1. Describe in detail your organization’s plan for the CalSTRS Pension2 implementation process described in the RFP, Attachments, and Exhibits. Provide a detailed work plan and flow chart of activities, responsibilities, and timeframes for conversion to CalSTRS.

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

2. What involvement will be required from CalSTRS during the conversion process?
3. How are distributions handled to accommodate the continuity of payments to retirees during the conversion period?
4. How much time would your organization need authority to proceed to accommodate an asset and recordkeeping transfer?
5. Identify comparable plan conversions in which your organization has been involved. How many conversions and plan implementations has your company conducted during the past two years involving 5,000 participants or more?
6. Explain how your organization will approach each CTPA and employer in CalSTRS to get adoption of this program.

B. Implementation Team and Experience

1. List the expected members of the implementation team(s) your organization will assign to the CalSTRS Pension2 program.
2. Describe the qualifications, experience, number of years with your organization, primary work location, and roles and responsibilities of each team member. Include whether they work exclusively on implementations or if they will be responsible for on-going processing. At the end of the implementation, describe how the implementation team will transition to the on-going service team.

C. Miscellaneous

1. This RFP has outlined the services required to be provided under agreement for full administration services. Describe, in detail, any additional, superior, or unusual services that could be provided.
2. For the services requested, if your company would like to propose an alternative approach to providing the services than the approach described in the RFP, fully describe the alternative(s), and indicate how this approach would provide better overall services to CalSTRS Pension2 participants.
3. How many "Investment Option" changes per twelve month rolling period are allowed?
4. Identify the key facets of your organization's approach that make your organization uniquely qualified to provide services to the CalSTRS.
5. Describe your organization's capabilities and time frames for monitoring maximum deferral limits and the catch-up provisions. Fully describe your organization's administrative process for calculating catch-up contributions in a single vendor environment.
6. What resources does your organization have to obtain legal opinions, interpretations of laws, regulations, and other matters on issues pertaining to defined contribution/deferred compensation plans?

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE (CONT.)

7. As it pertains to the CalSTRS, describe your organization's procedures for monitoring client and participant satisfaction.
8. How frequently does your organization conduct client and participant satisfaction surveys regarding the quality and performance of your organization's defined contribution/deferred compensation services?
9. Will your organization develop and provide CalSTRS specific participant surveys to determine customer satisfaction?
15. Please tell us what sets your firm apart from other Recordkeepers. Also, what additional features, services, enhancements, or offerings does your firm anticipate within the next 2-5 years?
16. How many clients/plans have you gained and lost over the past several years and what were the reasons for attracting and losing those clients?
17. Provide examples of ways in which your firm made a positive impact on the retirement plans you supported over the past several years.
18. If your company currently using AI or looking into incorporating AI into your business model? If so, please share what that looks like.
19. CalSTRS is developing its Customer Experience (CX) program; do you have a dedicated team focused on the member experience and consistently looking to adapt and evolve to meet the needs of our participants?
20. CalSTRS Pension2 has a team dedicated to taking call and email inquiries from members using NICE CXone on a recorded line. Are you able to offer CalSTRS staff some or all administrative capabilities as your contact center staff?

ATTACHMENT 4

FEE PROPOSAL

Proposer Firm Name

This is the general provisions with respect to fees.

- A. Compensation for the services of Contractor shall be originated from the administrative service fees payable by the Participants of the Pension2 Program.
- B. CalSTRS hereby authorizes the Contractor to charge and collect all administrative service fees payable by plan Participants, keep the service fees due to the Contractor, and remit the fees due to CalSTRS.
- C. No fees other than the ones prescribed in this Attachment shall be charged or collected by the Contractor.
- D. CalSTRS reserves the right to change the administration fees charged by CalSTRS with 30 days written notice. The Contractor will change the amount charged on the first day of the month following the 30-day notice.
- E. The Contractor shall forward the CalSTRS portion of the annual administration fee on a quarterly basis within 25 business days of the quarter end.
- F. Any revenue sharing the Contractor receives from an investment option manager pursuant to a shareholder's service agreement shall be credited back to the account that generated the revenue sharing. The Contractor shall provide CalSTRS with documentation to confirm the amounts collected and remitted.
- G. The Contractor shall provide monthly, an informational statement of all fees charged to plan Participants within 25 business days after quarter end.
- H. The Contractor shall provide ability to offer a tiered cost base structure based on a specific balance threshold to be implemented as applicable.

ATTACHMENT 4

FEE PROPOSAL (CONT.)

The Fee Proposal must cover costs (in U.S. dollars) for all services as described in Attachment 14, Scope of Work, and submitted in the format prescribed below. **Proposers deviating from the format prescribed below or who submit a different fee structure other than what is identified in this Exhibit may result in the immediate rejection of the proposal. If exceptions or explanations are warranted they may submitted as an addendum.** The fees will be used only to determine the Proposers total fees for purposes of assigning points used toward the awarding of the agreement. The fees may be negotiated and further refined, but in no case will the negotiated fees be higher than the fee contained in this proposal. Please note: All fees must be completed. If any of the fees are left blank, the Proposal will be deemed non-responsive, and it may be disqualified from further consideration.

Proposers should submit their fees as an explicit asset-based fee that will be charged on all assets (excluding the brokerage option) and as a flat dollar fee applied to each participant account. Since the program operates in a "revenue-neutral" (also sometimes called "fee-leveling") environment, the investment options that generate "revenue sharing" (Dodge and Cox Stock for example) will be used to offset the asset-based fees charged to the participant (the proposer's fee plus the CalSTRS administrative fee). The offset can be a credit back to the participants account or a simple offset (if the investment option generates 10bps and you bid an asset-based fee of 25 bps, the participant would pay the difference, 15bps). Any remaining revenue-share must be credited back to the program (revenue-sharing in excess of the proposer's asset-based fee plus CalSTRS administrative fee). CalSTRS charges an explicit fee on all investment options; this fee should not be included in your proposal.

Please submit responses for all sections below:

A. Tiered Cost Based Fee – 100 points

Please provide the explicit fees that you will charge to meet the requirements of this RFP.
Your bid may be in basis points only.

Include break points, as follows:

Tier	Maximum Points (100)	From	To	Basis Points (Fees)
1	5	Less than \$1.5 Billion		
2	5	\$1.5 Billion	\$2 Billion	
3	5	\$2 Billion	\$2.5 Billion	
4	15	\$2.5 Billion	\$3 Billion	
5	40	\$3 Billion	\$3.5 Billion	
6	15	\$3.5 Billion	\$4 Billion	
7	5	\$4 Billion	\$4.5 Billion	
8	5	\$4.5 Billion	\$5 Billion	
9	5	More than \$5 Billion		

ATTACHMENT 4

FEE PROPOSAL (CONT.)

This section is required to be completed but will not be scored as part of the Fee Proposal Evaluation Score, as referenced in Attachment 10, Scoring Criteria.

B. Flat Dollar Fee

1. Per participant per year

C. Self-Directed Brokerage Account – Please provide fees associated with the following:

1. Annual Fee
2. Fee to trade Transaction-Fee mutual funds
3. Fee to trade stocks/etfs

Please describe any other fees that might be charged in association with the Self-Directed Brokerage Account.

D. Managed Account

1. Tiered cost base structure based on a specific balance threshold

E. Advisory Services Cost

1. Speak to investment advisor representative, over the phone, virtually or in person.
2. Online advice available to member who log into their account.

F. Loan Costs

1. Loan set-up:
2. Loan maintenance:

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

Original signatures are not required at this time. Acceptable signature options for this RFP include scanned images of manual signatures, DocuSign, or Adobe electronic signature service.

OPTION #1 - CERTIFICATION

If your company, within the previous three (3) years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective Proposer/Bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective Proposer/Bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of DGS may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from DGS to submit a bid or proposal, complete the information below.

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION (CONT.)

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 6

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.) Original signatures are not required at this time. Acceptable signature options for this RFP include scanned images of manual signatures, DocuSign, or Adobe electronic signature service.

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to

ATTACHMENT 6

IRAN CONTRACTING ACT (CONT.)

be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed

ATTACHMENT 7

**SMALL BUSINESS, MICROBUSINESS, AND DISABLED VETERAN BUSINESS
ENTERPRISE (DVBE) COMMERCIALY USEFUL FUNCTION RELATED
INFORMATION AND DECLARATION FORM**

State law in Government Code Section 14837 and Military and Veterans Code Section 999 require that Certified Small Business, Microbusiness and Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors, or suppliers must provide goods or services to the state by performing a commercially useful function (CUF).

A Certified Small Business, Microbusiness or DVBE contractor, subcontractor or supplier is considered to be performing a CUF when it meets all of the following criteria:

- Is responsible for the execution of a distinct element of work for the contract;
- Carries out contractual obligations by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions;
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment;
- Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices; and,
- Its role is not limited to that of an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of Small Business, Microbusiness, or DVBE participation.

CUF requirement compliance must be declared by a bidder for CalSTRS contracting and then validated with a determination by CalSTRS.

All bidders for a CalSTRS contract must complete and submit the attached GSPD-05-105 Bidder Declaration form with their responses to any CalSTRS solicitation for contracting.

- Failure to complete or submit the Bidder Declaration form is cause for rejection of bid.
- The Bidder Declaration must be submitted under the penalty of perjury.
- Fraudulent representation of performing a CUF is unlawful and could carry a civil penalty.

Upon receipt of a response with the Bidder Declaration, CalSTRS contracting staff will validate the claims of fulfilling CUF requirements by reviewing the response and conducting follow up investigation if necessary. CalSTRS contracting staff must make a determination that the bidding contractor and subcontractor are in compliance with the CUF requirements. In case of determining incompliance, the bid may be rejected. There is no right to protest a rejection based on CUF incompliance.

For further information on the CUF compliance please contact:

Procurement@CalSTRS.com
916-414-4880

Attachment: GSPD-05-105 Bidder Declaration form

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None ☐ (If "None," go to Item #2)
- 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: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) 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. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

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

1.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 bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders 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.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent 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 bidder 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.

2. (continued) 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, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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 bidder 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, NVSA, and/or DVBE status

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.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

ATTACHMENT 8

AUTHORIZED/KEY PERSONNEL

Please list the names and titles of the personnel authorized to conduct business (deliver services) on behalf of the Contractor in a decision-making capacity:

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 _____

Form 600-H

ATTACHMENT 9

THIRD PARTY ECONOMIC INTEREST DISCLOSURE

Pursuant to Section 4, subsection G, of the Teachers' Retirement Board Governance Manual, entitled "Third Party Economic Interest Disclosure Policy", any Entity/Entities and its Key Personnel who engage in business with CalSTRS are required to make specific public disclosures.¹ Entities and each of their Key Personnel must complete and file separate forms. The below identified Entity/Entities or its Key Personnel hereby make the following disclosures. (Please attach other sheets if more space is needed for disclosure and indicate enclosures.)

Identification of Filer (Key Personnel or Entity – separate filings required)

Name of Entity:		Reported on behalf of Entity <input type="checkbox"/>
Key Personnel or Person Making Disclosure:		

<p style="text-align: center;">Relationship Category (Please choose the one that is most appropriate to this relationship):</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Investment <div style="border: 1px solid black; height: 20px; width: 400px; margin-top: 5px;"></div> <div style="margin-top: 10px;">If Other: <div style="border: 1px solid black; height: 30px; width: 350px;"></div></div> </div> <div style="width: 35%; text-align: center;"> Investment Asset Class <div style="border: 1px solid black; height: 20px; width: 150px; margin-top: 5px;"></div> <div style="margin-top: 10px;">If Other: <div style="border: 1px solid black; height: 20px; width: 100px;"></div></div> </div> </div> <div style="margin-top: 20px;"> <input type="checkbox"/> Non-Investment <div style="margin-top: 10px;">Contractor / Consultant - Description of Service Provided: <div style="border: 1px solid black; height: 30px; width: 350px;"></div></div> </div>	
--	--

Mailing Address:					
	Number	Street	City/Locality	State/Province	Zip
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:

—	A. At Solicitation of an initial application or proposal to do business with CalSTRS (covers preceding 12-month period)
—	B. At Contract/Agreement for execution of services (signature) to cover the interim period since the initial application
—	C. Annual disclosure for the previous calendar year
—	D. New Key Personnel

¹ See Teachers' Retirement Board Governance Manual Section 4, subsection G (1)(a) and (b) for definitions of Entity, Entities and Key Personnel.

Form 600-H

ATTACHMENT 9 (CONT.)

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

3. Disclosure of Gifts²

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

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

ATTACHMENT 10

SCORING CRITERIA

Proposing Firm

Phase	Evaluation	Maximum Points
Phase 1	PROPOSAL EVALUATION	
	1.A Proposal Questionnaire Evaluation Score ①	200 Points
	1.B Fee Proposal Evaluation Score	100 Points
Phase 2	DVBE INCENTIVE②	15 Points
Subtotal Score (Phase 1 + 2)		315 Points
Phase 3	Finalists Interviews ③	150 Points
Phase 4	One-site Visits ③	50 Points
Grand Total (Phase 3 + 4)		200 Points

① Points for fees will be computed for proposals that score a minimum of 140 points on Proposal Evaluation.

② DVBE Incentive points will be applied as follows:

- 9 points (3% of Subtotal Score) if the Proposer provides from 3.01-4.00% DVBE participation on Attachment 7 of the RFP
- 12 points (4% of Subtotal Score) if the Proposer provides 4.01-5.00% DVBE participation on Attachment 7 of the RFP
- 15 points (5% of Subtotal Score) if the Proposer provides 5.01% or greater DVBE participation on Attachment 7 of the RFP

③ The highest scoring Proposers may be invited to participate in the Finalists Interviews, at CalSTRS' discretion. The interview will have a maximum score of 150 points and will not be added to Phase 1 & Phase 2 point-totals.

④ A minimum of two (2) top scoring Proposers from the finalist interviews may be chosen for on-site visits. The on-site visits will have a maximum rating of 50 points

The Proposer with the highest total score may be awarded an agreement, at CalSTRS' discretion.

ATTACHMENT 11

PROPOSING FIRM REFERENCES

List below three (3) client references, for which your firm has provided similar deferred compensation full administration services. Submit a recent Client List that supports this information.

Failure to complete and return this Attachment may 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 12

WARRANTIES

The signature affixed on Attachment 1 – Required Attachments/Exhibits Checklist & Certifications, 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 Proposer's actions under the Contract.
2. Proposer warrants that it has implemented and enforces a policy designed to insure that its employees and individuals subject to its control do not engage in insider trading proscribed by federal and state securities laws and regulations.
3. Proposer warrants that it maintains insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of CalSTRS, its agents, representatives, employees or subcontractors.



ATTACHMENT 13

Business Partner Form (BPF)

Completion of the Business Partner Form (BPF) is required to do business with CalSTRS. **Upon completion, date, electronically sign,** and e-mail a copy to Partners@calstrs.com. The contact information provided here will be used as the vendor's primary point of contact for managing general vendor account information with CalSTRS.

BUSINESS INFORMATION

Business Name:	
Payee's Legal Name: (If different from above)	
Address: (Include: Suite/Room Number, Attn., Mail Stop)	
City, State, Zip Code:	
Country: (2-Letter Country Code; e.g. US, GB, etc.)	
Point of Contact - First and Last Name:	
Telephone Number:	
Email Address:	

PAYMENT INFORMATION

Please add payment/remit addresses if different than above. In addition to the payee remit name, be sure to include any departments or individuals who should be referenced for payment. This information should match invoices sent to CalSTRS to ensure processing. Additional remit pages can be attached to this form if necessary.

Payee/Remit 1	
Payee/Remit Name:	
Address: (Include: Suite/Room Number, Attn, Mail Stop)	
City, State, Zip Code	
Country: (2 Letter Country Code, e.g. US, GB, etc.)	
Payee/Remit 2	
Payee/Remit Name:	
Address: (Include: Suite/Room Number, Attn, Mail Stop)	
City, State, Zip Code	
Country: (2 Letter Country Code, e.g. US, GB, etc.)	

TAX REPORTING AND WITHHOLDING INFORMATION

Federal Tax Information (US-Based Individuals and Entities)		Page 60 of 98
Taxpayer Identification Number (TIN): <i>For entities, other than Sole Proprietor (individuals), enter your employer identification number (EIN).</i>		
Social Security Number (SSN) <i>For Sole Proprietor (individuals), enter your social security number.</i>		
Federal Tax Classification – Business Entity Type		
Exemptions: Exempt payee code (if any)		
Exemptions: Exemption from FATCA reporting code (if any)		
If your Federal Tax Classification is “Corporation” as indicated in the question above, do you provide either medical or legal services to CalSTRS?	Medical Services	
	Yes No	
	Legal Services	
	Yes No	
State Tax Information (US and Foreign-Based Individuals and Entities)		
Are you qualified to do business in California or do you maintain a permanent place of business in California?	YES	NO
Do you have a Franchise Tax Board (FTB) waiver of state withholding? If yes, please attach a copy of FTB’s determination letter	YES	NO
Will all services be performed outside of the State of California?	YES	NO

By signing below, I certify that: 1) The TIN, SSN or ITIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. citizen or other U.S. person, and 4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct, and 5) I am authorized to sign on behalf of the entity.

Signature (US Based Only)**Name****Date**

Foreign Tax Information (US and Foreign-Based Individuals and Entities)	
Are you a foreign (not a U.S. Citizen or Permanent Resident Alien) vendor-Sole Proprietor (Individual), Partnership, or Corporation? If yes, please submit the appropriate IRS Form W-8 series or Form 8233 (www.irs.gov).	YES NO
Will all services be performed outside the United States?	YES NO

If you answered "Yes" you are a Foreign vendor, please sign and date here:

Signature (Foreign Based Only)**Name****Date****California Small Business (SB), Disabled Veteran Business Enterprise (DVBE) & Micro Business (MB):**

Complete this section only if you are currently registered as a Small Business, Micro Business, or Disabled Veteran Business Enterprise with the California Department of General Services www.dgs.ca.gov.

Small Business /Micro Business#

Disabled Veteran Business Enterprise#

ATTACHMENT 13 (CONT.)
Business Partner Form (BPF) Instructions

Request for Proposal 5000002880
Pension2 Third-Party Recordkeeper

Page 61 of 98

Business Information

Business Name: Enter the informal business name, doing business as (DBA) name or disregarded entity name if different from Payee's Legal Name.

Payee's Legal Name: If you are an individual/sole proprietor or single-member LLC, enter your name as shown on your federal tax return. If you are a partnership, LLC that is not a single-member LLC, a C corporation, or an S corporation, enter the entity name as it appears on your federal income tax return. The name on this line should never be a disregarded entity.

Email Address: We will notify you at this address for registration in the Self-Service Portal and when purchase order information is available in Portal.

Payment Information

Complete this section if your business name and or address on your invoices are different than the business address listed. The information that is populated on "Payee/Remit Name and Address" section, must be identical to the payee/remit to name and address on invoices as CalSTRS cannot process payments to a payee remit to a name and address which is not on file.

Federal Tax Information

Taxpayer Identification Number (TIN): Enter the TIN of the person or entity named on the "Payee's Legal Name" line above. For individuals, the TIN is generally a social security number (SSN). If the name and TIN you provide do not match the information in federal tax records, CalSTRS is required to apply backup withholding to your payments. Backup withholding may be imposed at a later time, pursuant to federal tax requirements, even if it is not applied with your first payment. If you are a sole proprietor and you have an Employer Identification Number (EIN), you may enter your SSN or your EIN. If you are a single-member LLC that is a disregarded entity, enter your SSN or EIN, but not the EIN of the disregarded entity. For an LLC that is classified for federal tax purposes as a corporation or partnership, enter the entity's EIN.

Sole Proprietor: Enter your SSN, Individual Taxpayer Identification Number (ITIN), Adoption Taxpayer Identification Number (ATIN) or EIN if you are a sole proprietor who is not eligible to obtain a SSN, you may enter your ITIN or ATIN.

LLC-Single Member, Disregarded Entity: Enter your SSN or EIN (not the EIN of the disregarded entity).

LLC-Corporation or Partnership: Enter the entity's EIN.

Federal Tax Classification and exemption codes: Please make a selection from each drop-down list. More information regarding these selections can be found in the instructions for forms W-9 (U.S. vendors), W-8 (foreign vendors), 8233 (Exemption from Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual), and 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) available at www.irs.gov.

Federal Tax Classification—Business Entity Type

From the drop down menu, select the federal tax classification that applies to your business. The classification indicated here should be the same classification you enter on Line 3 of your W-9 Form.

Exemptions: Exempt Payee Code (if any):

If you are exempt from backup withholding, select any code that may apply to you. This field corresponds with Line 4 of your W-9 form. Generally, individuals (including sole proprietors) are not exempt from backup withholding.

Exemptions: Exemption from Foreign Account Tax Compliance Act (FATCA) Reporting (if any):

If you are exempt from FATCA reporting, select any code that may apply to you. This field corresponds with Line 4 of your W-9 form.

Corporations providing Medical or Legal Services:

U.S. corporations are generally exempt from information reporting on IRS Form 1099-MISC; however, payments for medical and legal services are subject to reporting. Please indicate whether your company provides either medical or legal services to CalSTRS.

State Tax Information:**Are you qualified to do business in California or do you maintain a permanent place of business in California?**

Individuals are qualified to do business in California if they are California residents. Corporations, LLC's, and partnerships are qualified to do business in California if they are registered with the California Secretary of State or if they have a permanent place of business in California.

Do you have a Franchise Tax Board (FTB) waiver of state withholding?

The California FTB administers the state's nonresident withholding program. If you are eligible for a waiver of California withholding requirements, you may obtain the waiver from the Franchise Tax Board. Check "yes" only if you have already obtained a waiver from the Franchise Tax Board. If you are not qualified to do business in California and you do not have a waiver of California nonresident withholding, services you perform in California may be subject to 7% state tax withholding. This applies to corporations as well as individuals and other entities and is not subject to federal income tax treaties.

Will all services be performed outside the State of California?

If any personal services you provide are performed in California or you otherwise receive California sourced income from CalSTRS, please mark "no." If you perform personal services for CalSTRS exclusively outside California, or payments from CalSTRS are for goods, utilities, or other non-reportable payments, mark "yes." California nonresidents (vendors not qualified to do business in California) who perform services in California are subject to California nonresident withholding. See California Franchise Tax Board Publication 1017, *Resident and Nonresident Withholding Guidelines*.

Foreign Tax Information

A foreign vendor is:

- An individual who is not a U.S. citizen or U.S. resident alien
- A partnership, corporation, company, or association that was created or organized outside the United States or under the laws of a country outside the United States

If you (as an individual/sole proprietor), or your company (as an entity) are a foreign vendor, you must also complete and submit the appropriate W-8 Form or Form 8233. See www.irs.gov for more information.

Will all services be performed outside the United States?

Payments for services performed within the U.S. by nonresidents are U.S. sourced income and may be subject to nonresident alien withholding. Other types of U.S. sourced income include payments for rent if the rented property is located in the U.S. and payment for royalties for patents and copyrights when the property is used in the U.S. If all payments from CalSTRS to you are for services performed outside the U.S. or otherwise represent payment for non-U.S. sourced income, select "Yes." Otherwise, select "No." For more information, please refer to Chapter 2 of IRS Publication 519, *U.S. Tax Guide for Aliens* at www.irs.gov.

California Small Business and Disabled Veterans Business Enterprise

Enter your California Disabled Veterans Business Enterprise, Small Business/Microbusiness certification number here only if you are currently registered with the California Department of General Services. For information about registration, please contact the California Department of General Services or visit www.dgs.ca.gov.

ATTACHMENT 14

SCOPE OF WORK

CalSTRS administers a hybrid retirement system which includes a deferred compensation program, known as Pension2, to complement the defined benefit members receive as their primary means of retirement. Pension2 allows certified and classified California school employees to set aside savings in low-cost, flexible funds selected by CalSTRS. Pension2 offers several investment choices to certified and classified California school employees: 403(b)(7), Roth 403(b)(7), 457(b) and Roth 457(b). As of December 5, 2023, Pension2 has more than 35,000 participants with more than \$2.1 billion in assets.

Contractor shall provide the services described below, including but not limited to:

A. Administrative Services and Requirements

1. Implementation Services

- a. The Contractor shall provide initial implementation services prior to transfer of program assets, which may include a conversion from the current Contractor. The Contractor will not receive any fees under this contract until the assets are transferred to their management.
- b. The Contractor shall provide all requested advice and counsel to CalSTRS during the period before the asset transfer date. The Contractor shall also prepare a detailed implementation plan, with a work breakdown structure outlining tasks at a level of detail so that no task requires more than 40 hours, outlining all the steps necessary to set up member data records, create interfaces with districts, and establish enrollment and reconciliation procedures for data and trust/custody/investment accounts.
- c. CalSTRS owns the 800 number used for the Pension2 program and will require that the Contractor has the ability to receive the forwarded toll-free number as part of the agreed upon customer service requirements. The customer service telephone line that the Contractor shall provide must be staffed forty-five (45) days prior to the implementation date with a sufficient number of qualified customer service representatives to answer participant questions about the change in Contractors.
- d. The Contractor shall provide, thirty (30) days prior to the implementation date, a manual of tasks, rules and procedures for operation of the program. The Contractor shall review the manual with CalSTRS, update if necessary, and submit any changes to CalSTRS for its review and approval.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

2. Education and Enrollment

- a. CalSTRS requires a complete level of education services to participants, including individual and group meetings at district sites and virtual when and where appropriate. CalSTRS expects the Contractor to provide educational meetings for districts requesting presentations, benefit fairs or individual and group meetings. An agreed upon number of information meetings per district will be provided annually as requested in a district's RFP from which CalSTRS responded and was selected as the Provider. Staff has historically been asked for between 40-60 of these meetings per year.

The Contractor and designated Field Service Representatives (FSR) will work with CalSTRS staff and the district to provide these educational meetings. Contractor shall provide at least one (1) FSR assigned to each of the seven CalSTRS Member Service Centers, (1) FSR for Northern California region, and one (1) FSR for Southern California region and may propose additional coverage.

- b. The designated FSRs will be required to assist participants with the completion of enrollment into the program by all available methods, including via internet, over the phone, virtually and in person. The FSR will verify and assist on the completeness of the forms and coordinate the receipt of salary reduction agreements. FSRs shall be available to discuss the program, provide personalized advice, retirement forecasts, risk assessments, specific plan-related savings, and investment fund recommendations on a one-on-one basis over the phone, virtually or in person. Participants shall be able to schedule appointments by phone, email and an online participant appointment self-scheduling platform. CalSTRS shall have input on the hiring or retention of FSR's.
- c. The designated FSRs will be required to assist participants with statement comparisons over the phone, virtually and in person. Statement comparison service will include but not be limited to reviewing members' current investment provider product to the Pension2 product. The statement comparison service will include an overview of the Pension2 program, comparison of the fees paid with other investment provider and with Pension2, objective analysis of current investments compared to Pension2, assistance in enrolling in Pension2 and rolling over existing accounts into Pension2.
- d. The Contractor will be required to prepare, for CalSTRS approval, an annual education/marketing plan including:
 - A detailed approach of how the Contractor will take in communicating the program to participants segmented by early career, midcareer and near retirement career stages for participants. CalSTRS is developing and implementing a CX program. Contractor will be expected to work with CalSTRS to map out the participant experience and help us identify touch points, areas of

ATTACHMENT 14

SCOPE OF WORK (CONT.)

opportunity for improvement and incorporate best practices/participant feedback to improve services.

- The Contractor's plan for contacting new and existing participants, by mail, email, social media, over the telephone or in person.
- Adequate budget for Pension2 program size to cover all Pension2 marketing, supplies, conference costs, paid advertising and tradeshow related materials.

Contractor will also report quarterly on the status and activity of the program and include current data on:

- Core investment performance.
 - Program and participation levels.
 - Status and resolution of any participant problems and developments in the delivery of 403(b) and 457(b) program services.
- e. The program currently uses both an online and hard copy form process for enrollments, distributions or other transaction types. Contractor shall have the capability to process paperless enrollments and other transactions and shall be able to accept hard copy forms to process transactions via email, fax and direct mail.

3. Print Communication Materials

- a. The Contractor will be required to design customized communication campaigns for specific marketing efforts as part of the previously mentioned education/marketing plan as well as CalSTRS-initiated requests. The goal is to create marketing and educational materials that will drive awareness, an increase in participation and AUM, plan adoptions with employers, retention, and educate our members on the importance of saving in a supplement savings program. CalSTRS hosts member-specific events and hosts in-person and virtual webinars. The Contractor will support marketing efforts to drive attendance and report on engagement figures prior and post event. CalSTRS has a CalSTRS Brand Standard Guide, Exhibit M, outlining publication requirements that must be adhered to by the Contractor. Contractor will make sure are in compliance with the American With Disabilities Act (ADA), including section 508 and w3C Content Accessibility Guidelines 1.0 – Priority 1 & 2 at a minimum; Priority 3 is optional but preferred.
- b. Preparation of all materials, including a newsletter customized with CalSTRS branding as well as the 403bCompare.com website address as required by Education Code Section 25105 shall include:
- design
 - printing and,
 - mailing of all materials

CalSTRS Pension2 newsletter will be distributed to participants as an inclusion to quarterly statements, or electronically.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- c. Materials developed by the Contractor for the program shall be submitted to CalSTRS for final review, editing and approval. Contractor shall provide the materials to CalSTRS and allow at least two (2) weeks to review and approve the materials. Publications shall present an unbiased approach to investment information and educate participants about all aspects of the program, including retirement planning, investment options offered, investment performance, risk assessment, asset allocation and distribution selections. The Contractor shall also respond to participants' requests for publications and mail them to the participant address of record or notify CalSTRS of any documents that need to come from CalSTRS.
- d. The Contractor shall offer a Point of Service survey to Pension2 participants who have conducted transactions so that CalSTRS may evaluate customer experience and satisfaction. CalSTRS will work with Contractor to design survey questions. Transactions may include but not limited to FSR scheduled sessions, Contractor Call Center, Advisory Services, Asset Consolidation Team services, Contractor Online Services, events hosted by Contractor on behalf of CalSTRS Pension2. CalSTRS will analyze the survey results and provide recommended actions to the Contractor.

4. Website and Online Services

The Contractor shall design and maintain a custom website for the program.

The existing landing page for the Pension2 website can be viewed at <http://www.pension2.com>. This website will provide a link to the Contractor's website where participants will enroll, access their existing account, and make changes to their accounts (participant site). The Contractor shall provide an automated enrollment process on the website. If applicable, the Contractor will also embed the Salary Reduction Agreement or functionality to set up their payroll deductions both pre and/or post tax. The website shall have the ability for participants to download their account information for use with other software programs (i.e., Adobe, Microsoft Money, Quicken, etc.).

The website shall have CalSTRS branding with very minimal mention of the Contractor's name or branding to eliminate participant confusion. The website must be American Disabilities Act (ADA) compliant, including section 508 and W3C Content Accessibility Guidelines 1.0 – Priority 1 & 2 at a minimum; Priority 3 is optional but preferred. CalSTRS reserves the right to conduct client satisfaction surveys regarding the quality and performance of the Contractor's defined contribution deferred compensation services; minimally, CalSTRS will conduct a survey annually.

Currently CalSTRS Pension2 does not have a Pension2 App or online chat services; CalSTRS Pension2 is contemplating adding both a Pension2 App and online chat service and reserves the right to request the products at a later date.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

5. Customer Service Activities
 - a. The Contractor shall staff:
 - a toll-free customer service line that is a CalSTRS dedicated number.

Also, through the toll-free number, a 24-hour Voice Response Service (VRS) must be available to participants to receive information regarding their account and perform transactions. The level of transactional capabilities must match the website.

The Contractor will provide dedicated customer service staff to support our program who will provide information specific to CalSTRS Pension2 including responses to all participant questions about program features and operations received in writing or over the telephone as well as information on the investments offered by CalSTRS and their performance. The Contractor's customer service staff must be able to assist participants in all areas of program participation, including program enrollments, salary deferrals assistance, making investment election changes or transactions, obtaining account balance information, and establishing and managing benefit payments. The Contractor's customer service staff will be required to work with third party administrators and outside investment providers to assist participants in all participants transactional requests.

All staff, including dedicated customer service staff are forbidden from encouraging participants or identifying the opportunity for participants to roll assets out of the Pension2 product and into a proprietary product of the Contractor or the proprietary product of a partner entity. This should be clearly stated in the customer service training manual.

- b. The Contractor shall maintain an adequate number of staff and an adequate number of toll-free telephone lines with voice response capabilities and internet access to provide the required services. Both VRS and internet access must be available 24 hours a day with the exception of the time necessary for the normal maintenance of the system and updating of information. This telephone number must be TDD/TTY capable. Contractor will include CalSTRS when training new dedicated CSR's and refresh trainings.
 - c. The Contractor shall allow the participants to change their PIN through a Customer Service Representative (CSR). PINs must be able to be reset and immediately provided to a participant during the call. CSRs must be able to send a new PIN to a participant's home address if the participant calling has misplaced their PIN.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- d. The CSRs shall be USA-based, available to answer participant questions between the hours of 7:00 a.m. Pacific Time and 5:00 p.m. Pacific Time each business day, and by appointment if necessary. Participants initiating transactions via the VRS or CSR must receive a written confirmation, which shall be sent directly to the address on file for the participant (including electronic delivery if this option is requested by the participant) within two (2) business days.
- e. The VRS shall be fully capable of generating all the necessary administrative forms to handle enrollments, changes in investment elections, transfers between investments, unforeseeable emergencies, terminations and beneficiary distribution requests (excluding TPA specific forms). The VRS must capture and retain information regarding the confirmation of a transaction request.
- f. The Contractor shall ensure that the personnel answering the customer service line are qualified to provide information on the investment offerings under the program and to discuss investment concepts and retirement planning considerations. The Contractor must ensure that such information be provided in a manner consistent with the requisite insurance and securities laws and that all personnel who provide such information shall be properly licensed with all required regulatory agencies, if applicable.
- The Contractor shall review and approve/qualify emergency withdrawals and domestic relations orders. The Contractor must answer general questions from participants and send application forms. Contractor shall provide telephone assistance to participants who are taking a distribution under the program and advise participants of payment options available. This must include counseling participants regarding rolling money out of the program versus leaving assets in the program. In addition:
 - Inquiry services available through the VRS and internet must use the net asset value or unit value and account balance as of the previous day.
 - Changes to investment allocations must be made to the participant's record the date they are requested if made by 1:00 p.m. Pacific Time.
 - Investment transactions received by 1:00 p.m. Pacific Time must be made on the next business day using the previous day's unit value.
 - The Contractor shall respond to participant questions and complaints. All complaints not resolved within 30 days will be brought to CalSTRS' attention through email to approved Pension2 contact.
 - The Contractor shall provide a proposal on an annual basis for CalSTRS review and approval outlining how participant and/or employer satisfaction issues would be identified, reported and corrected.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- g. An error committed by the Contractor will be corrected and processed as of the effective date of the original transaction. Any errors made by the Contractor will be corrected at its expense so that the value of the participant's account is not less than it would have been had the error not occurred.
- h. Confirmation of the correction shall be mailed to the address on file for the participant within five (5) business days after the correction of error.

6. Recordkeeping

CalSTRS currently contracts with a Third-Party Contractor (TPA) for recordkeeping of the Pension2 Program, an optional annuity contract and custodial account plan as described in Sections 403(b) and 457(b) of the Internal Revenue Code of 1986. Pension2 is authorized by Education Code Sections 24950 et seq. (Annuity Contracts and Custodial Accounts) and Education Code Sections 24975 et seq. (Deferred Compensation Plans). The Contractor shall perform all recordkeeping and trust functions and act as custodian of program records and assets. The 403(b) (7) and 457(b) programs are offered to all employees of any state agency where CalSTRS Plan is offered or any employee of a local public agency or political subdivision of the state that employs persons in positions requiring or allowing membership in the CalSTRS Plan.

Investments can be allocated among the twenty-one (21) Core funds that are selected by CalSTRS Pension2 Advisory Committee and fifteen (15) Easy Choice portfolios. The Easy Choice portfolios are composed of a select number of the twenty-one (21) core funds and are built toward a specific retirement date and risk tolerance. The current options include:

Core Funds:

- 1) American Funds Growth Fund of America
- 2) Artisan International Fund
- 3) DFA International Small Company
- 4) Dodge & Cox International Stock
- 5) Dodge & Cox Stock
- 6) GMO Global Equity Allocation
- 7) Northern Global Sustainability Index
- 8) TIAA_CREFF Social Choice Equity
- 9) Vanguard Developed Markets Index
- 10) Vanguard Emerging Markets Index
- 11) Vanguard Institutional Index
- 12) Vanguard Mid-Cap Index
- 13) Vanguard Small-Cap Index
- 14) Vanguard Total Stock Market Index
- 15) Vanguard Real Estate Index
- 16) Vanguard Inflation-Protected Securities
- 17) Vanguard Short-Term Bond Index

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- 18) Vanguard Total Bond Market Index
- 19) Federated US Treasury Money Market
- 20) PIMCO All Asset
- 21) Voya Fixed Plus Account III – Stable Value Fund

Easy Choice Portfolios:

- 1) Easy Choice Conservative Retired
 - 2) Easy Choice Conservative 2030
 - 3) Easy Choice Conservative 2040
 - 4) Easy Choice Conservative 2050
 - 5) Easy Choice Conservative 2060
 - 6) Easy Choice Moderate Retired
 - 7) Easy Choice Moderate 2030
 - 8) Easy Choice Moderate 2040
 - 9) Easy Choice Moderate 2050
 - 10) Easy Choice Moderate 2060
 - 11) Easy Choice Aggressive Retired
 - 12) Easy Choice Aggressive 2030
 - 13) Easy Choice Aggressive 2040
 - 14) Easy Choice Aggressive 2050
 - 15) Easy Choice Aggressive 2060
- a. Participants may also make their own investment decisions using the self-managed account through a discount brokerage service. The Self-Directed Brokerage Account is a brokerage option that currently offers the ability to invest in approximately 3,800 no-transaction-fee mutual funds in addition to thousands of transaction-fee funds and certificates of deposit (subject to any Pension2 Program restrictions). CalSTRS may opt to bundle these services exclusive of the core investment options. CalSTRS reserves the right to use a brokerage service that has a relationship with the Contractor to permit Pension2 participants to make their own decisions on investing funds in Pension2 accounts through a self-managed account.
 - b. The current Pension2 contributions shall remain in the funds that they reside in prior to the enactment of the new agreement. The TPA may request additional or alternate funds to be included in the Pension2 investment portfolio for contributions received after the enactment of the resulting agreement anticipated start date of November 2024. Each request by the TPA to add, replace or delete a fund from the list of Pension2 investments will require a request submitted to the CalSTRS Pension2 Advisory Committee for review. Based on a recommendation by the CalSTRS Pension2 Investment Committee, the CalSTRS Chief Investment Officer has the sole authority to decide on the inclusion or deletion of any Pension2 funds.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- c. Pension2 consists of a 457(b), currently in approximately 178 districts. See Attachment 17 for a list of employers with which we operate a 457(b). We plan on offering the 457(b) on both a Multiple Employee Plan (MEP) basis as well as on a stand-alone basis.
- d. For employers with multiple vendors for 403(b), the CalSTRS Pension2 403(b) will be a product within that employer's Plan. The employer or its agent and the Contractor shall be responsible for providing compliance services such as approving loans, hardships, rollovers, other distributions as well as for ensuring compliance with contribution limits and coordination with other employer plans. If an employer decided they wanted CalSTRS Pension2 to be the sole or single vendor, the Contractor shall be able to provide all compliance services on a "go-forward" basis and have a plan for working with any compliance TPA that may be utilized to coordinate compliance with legacy contracts.
- e. Currently the CalSTRS Pension2 457(b) operates with multiple plan documents, one (1) for each employer. The employer remains the Plan Sponsor and operates the program but utilizes Pension2 services; in this regard it is not a true MEP.
- f. The resulting agreement will include record keeping for all current and future CalSTRS Administered Defined Contribution Services. If CalSTRS is required or authorized to administer a new type of Defined Contribution plan [i.e., 401(a)], separate terms for recordkeeping will be negotiated with the successful proposer and the agreement will be amended to include the additional scope of work.
- g. CalSTRS Pension2 offers an optional "managed account" type service for a fee to participants. Participants who choose a managed account are provided a personalized retirement savings and investment strategy, as well as ongoing monitoring and management of their account. Participants are notified of each transaction and receive quarterly retirement updates. Proposers should describe their capabilities to provide managed account services in the appropriate section of the questionnaire, and provide the cost separately as outlined in the Fee Proposal, Attachment 4.
- h. While CalSTRS Pension2 is not subject to the Employee Retirement Income Security Act (ERISA) and therefore not subject to 408(b) 2 & 404(a) 5, CalSTRS reserves the right to provide these disclosures in the future. The disclosure information will be communicated to participants through one (1) or more of the following communications: direct mail, electronic mail, and/or website.
- i. It is not the intent of CalSTRS Pension2 to utilize revenue sharing funds as part of its core lineup; however, if it does choose to do so, there must be a mechanism in place to rebate that revenue back to the individual plan participant or to offset the administrative fee directly.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- j. The Contractor shall maintain records providing daily information associated with an individual's account, including, but not limited to investment balances, salary deferral amount, contributions (regular and catch-up), distributions, rollovers, earnings, administrative fees, work location, address, and any other information necessary for the proper administration of a participant's account. For retired/terminated participants, additional data regarding distribution method and amount will be maintained by the Contractor. In addition, the contractor shall:
- Make changes to participant investment elections and effect transactions of existing account balances on a daily basis, on the same business day if received by 1:00 p.m. Pacific Time.
 - Maintain separate participant accounts for assets that are rolled over into the Plan from a qualified retirement plan.
 - Monitor the annual participant dollar contribution for deferral amounts close to or exceeding maximum deferral amounts. The Contractor shall maintain catch-up indicators to track participants who are using catch-up.
 - Create daily back-ups of all data as well as maintain an off-site back up storage facility. The Contractor shall have a documented disaster recovery plan that is provided to CalSTRS. The Contractor will be liable for all costs incurred due to any issue resulting from disaster recovery or system outages.
 - Assume all responsibility related to non-compliance with all applicable federal and state statutes, rules and regulations, the employer plan documents and the contract.
- k. The Contractor shall assist in the creation and maintenance of plan documents. Contractor will analyze any legislative updates that may impact the plan documents and provide their analysis with recommended updates for CalSTRS to approve, i.e., Secure 2.0.
7. Contribution Processing
- The Contractor shall invest contributions within one (1) business day of receipt. CalSTRS requires that the Contractor shall be able to receive data via electronic data transmission, and process the participant contribution detail provided, including negative contributions and adjustments, using each participant's current investment allocation election. The Contractor shall have the ability to accept contributions in other forms, which includes checks and work with other compliance TPA's.
8. Investment Transactions and Allocation Changes
- The Contractor shall transact all settlements among the investment providers in response to participant Transactions. The Contractor shall compute the value of transactions between investment options for all instructions received in good

ATTACHMENT 14

SCOPE OF WORK (CONT.)

order from the participant by 1:00 p.m. Pacific Time using that day's closing Net Asset Value (NAV) or unit price/value and wire transfer appropriate amounts to/from the investment providers within the time limits permitted by the Agreement with each investment provider.

9. Error Correction

- a. When an employee enrollment, contribution or transaction is requested and, due to lack of sufficient information or other causes, it is unclear how it should be processed, the Contractor will suspend that item. The Contractor shall maintain a subsidiary record of all suspense items and prepare a daily edit report of all items. The Contractor shall research and resolve each item on the edit report within 30 days.
- b. The Contractor shall develop and maintain a system for corrections due to:
 - Erroneous deductions.
 - Participant check cancellations.
 - Administrative errors, and so on.

The Contractor shall correct errors at its expense so that the value of the participant's account is not less than it would have been had the error not occurred. The system must provide for prompt repayment or credit of any refunds within five (5) business days following the date on which the reason for such a refund or credit is brought to the Contractor's attention.

10. Program Reporting

- a. The Contractor shall perform any and all administrative functions necessary to ensure the thorough and accurate financial accounting essential for each party's financial records, including providing a contact person for any accounting-related inquiries CalSTRS requires the ability to provide reasonable assurances that the record keeping services provided for CalSTRS Pension2 are accurate. CalSTRS has transitioned to an automated enterprise resource planning system (SAP) which requires electronic transfer of data which consist primarily of financial information.
- b. The Contractor shall submit separate monthly reports by the 5th business day and quarterly reports by the 10th business day on all activities in the program and as requested. Reports will be provided via online access. In addition, the Contractor shall conduct weekly, monthly, quarterly and annual client service meetings per CalSTRS direction to present information regarding call center statistics, marketing efforts, investment performance and program financial updates.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- c. The Contractor shall provide a periodic export of account balances as of a specific date so CalSTRS may incorporate the information into our annual member statements.
- d. CalSTRS Pension2 operates much like an MEP and as such we have hundreds of employer programs under our umbrella. Each report must have the ability to “roll-up” all these employer programs into a consolidated report for normal plan purposes (total balance, fund level changes, enrollments, contributions, plan adoptions, distributions, etc.).
- e. Contractor shall provide a consolidated report at least quarterly that provides information such as program balance, fund level balance, enrollments, demographic stats, distributions, and loans as well as a report on a monthly basis that includes the following: employers’ who offer Pension2, participant demographic statistics, number of new enrollments, assets under management, contributions, transfers-in, transfers-out, withdrawals, earnings, beginning and ending balance. CalSTRS prefers to be able to generate these reports online. . Reports should be available to download in Excel format.
- f. The Contractor shall provide a report detailing where the rollover(s) out of the program are going (to what vendor) on a quarterly basis.
- g. Contractor shall provide CalSTRS a daily transactional data feed along with daily and monthly aggregated balance files electronically in the SPARK format into the SAP Enterprise Resource Planning System. Any as-of trade activities up to the 4th business day of the following month should be captured within the prior month balance.

The Contractor shall provide the following:

- Audited financial statements and SAS 70/SSAE 18 SOC2 Type 2 reports on an annual basis at minimum. CalSTRS would prefer to be able to download reports online.
- The data necessary to meet established United States Generally Accepted Accounting Principles (GAAP) and international accounting standards.
- Statistics on program participants and employers on a monthly basis.
- Detailed data electronically to support the amounts of each line item on the financial statements, including administrative fees.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- Electronic report listing collected fees no more than monthly with a detailed calculation record. Reports must show prorated fees for new and/or terminated accounts.
 - Procedures for preventing members from exceeding contribution limits and a report to CalSTRS for members who have exceeded 90% of the IRS contribution limits.
 - Procedures for monitoring minimum distribution limits and a monthly report to CalSTRS for members not meeting minimum distribution limits.
 - Procedures for new 403b legislation including but not limited to SECURE 2.0 updates and requirements.
- h. The Contractor shall inform CalSTRS within thirty (30) days of recently enacted federal tax laws and regulations, and all present or anticipated future federal tax legislation or other changes in the tax laws which may have an impact upon the administration requirements of the program. The Contractor shall describe the nature of any amendments to the program which may be required by changing conditions, federal tax laws or regulations, or which may make available to employees the most advantageous investment options and investment returns. The Contractor will work with CalSTRS' legal counsel to evaluate and implement any amendments to the program.
- i. The Contractor shall provide any and all participants information including, but not limited to, banking and beneficiary information to the successful proposer of any future solicitations.
11. Participant Statements of Account
- a. The Contractor shall provide a quarterly participant statement. Information displayed on the statement must include, but is not limited to, beginning, and ending balances, activity during the period, investment elections, net gain (loss) total, investment return as displayed in a \$ and %, year-to-date deferrals, and asset allocation graphs.
- b. The Contractor shall mail, or email, at the participants' discretion, a quarterly statement of account providing the information as detailed above to each participant. The cost of mailing and postage will be the responsibility of the Contractor. The Contractor may also offer the option of online statements to participants. At CalSTRS' direction, the Contractor shall be able to customize the statement for the program and to provide a field for short messages. All information must be provided in both dollars and NAV/unit value.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- c. The Contractor shall research and resolve any participant statement of account not received by the participant but returned to the Contractor. The Contractor shall provide a summary report of returned statements to CalSTRS within thirty (30) days of mailing of statements.
12. Distributions
- a. The Contractor shall provide telephone assistance to employees who are taking a distribution under the program. Distributions include, but are not limited to, emergency withdrawals, termination of employment and retirement. The Contractor shall be able to advise participants of the payment options available under the program and the implications of choosing one (1) payment option over another. This should include the tax implications of lump sum distributions and rollovers to qualified plans. Payment options may include:
 - Distribution over participant lifetime.
 - Distribution over participant lifetime and the lifetime of designated beneficiary.
 - Distribution over a set period not extending beyond participant life expectancy.
 - Distribution over a set period of time not extending beyond the joint and last survivor life expectancy of both participant and designated beneficiary.
 - Systematic withdrawal of account over a specified period or of a specified amount.
 - Lump sum or partial lump sum distribution in combination with other options
 - Distribution for purchase of CalSTRS/CalPERS service credit.
 - b. The Contractor shall maintain distribution information within its record keeping.
 - c. The Contractor shall make benefit distributions available via Electronic Fund Transfer (EFT). The Contractor shall provide written confirmation to the participant when EFT payments are established.
 - d. The Contractor shall duplicate the existing payment options, listed above, that are currently permitted from CalSTRS funds.
 - e. The Contractor shall provide participant federal and state income tax withholding and reporting for each benefit payment from the program. The Contractor shall be solely responsible for any tax penalties and/or interest that may arise due to errors it made in tax reporting or forwarding of funds to the appropriate government authorities.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- f. The Contractor shall ensure that each participant's account complies with the applicable regulations including, but not limited to, IRC 401(a)(9) minimum distribution requirements and annual maximum deferrals.

13. Trustee/Custodial Services

The Contractor shall arrange for trustee/custodial services with an outside party.

14. Transition Responsibilities upon Signing of Contract

- a. The selected Contractor shall work with CalSTRS' current Contractor to create a timeline and process to transfer CalSTRS Pension2 assets to the selected Contractor. The selected Contractor shall provide CalSTRS with a detailed work plan and flow chart of activities, responsibilities, and time frames for conversion of all assets by 15 calendar days after contract effective date.

15. Transition Responsibilities upon Termination

- a. Once a new Contractor has been selected, within six (6) to nine (9) months prior to the termination of the Agreement, the Contractor shall transfer all administrative responsibilities and records to the selected Contractor.
- b. The Contractor shall provide all necessary documents and computer files and generally assist the selected Contractor and CalSTRS in learning the content of such documents and files, or otherwise as mutually agreed upon. Once the Contractor has been notified of its termination, all general participant communications must be approved by CalSTRS. No unauthorized communications with participants will be permitted. CalSTRS requires continued service to the program by key personnel assigned to the CalSTRS program six (6) months prior to the termination of the Agreement with CalSTRS and a minimum of three (3) months and maximum of six (6) months following notice of the Agreement termination and subsequent awarding of the Agreement to a new provider. All costs associated with a transition must be absorbed by the current Contractor.

16. Investment Guidance/Advice Services

As an optional service, Pension2 through its Record Keeper offers Investment Guidance/Advice services available to participants. Proposers should describe their capabilities to provide investment guidance/advice services in the appropriate section of the questionnaire, and provide the cost separately as outlined in the Fee Proposal, Attachment 4.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

17. Investment Management Services

- a. CalSTRS shall maintain full authority in both fund selection and in making future changes to the fund lineup. CalSTRS shall also have full authority in maintaining the customization of the CalSTRS Easy Choice Portfolios.

The Contractor may submit a general account and/or Stable Value option as part of this bid.

- b. The Contractor shall maintain the current 15 Easy Choice Portfolios that are made up of varying allocations of the core investment funds. Maintaining these pre-mixed options will involve the creation of a daily net asset value (NAV) for each fund (including working with each underlying investment manager to guarantee same day pricing) and at least quarterly rebalancing of these pre-mixed portfolios in accordance with the investment policy guidelines and target allocations developed by CalSTRS.
- c. The Contractor shall provide a self-directed brokerage option that allows participants to select from available mutual funds. The Contractor shall minimize the disruption to participants who currently participate in this option.

18. Performance Standards and Associated Penalties

- a. Transition Services (period from formal approval to fund transition)
 - The Contractor shall assure attendance at finalist meetings by representatives who will provide direct transition and ongoing services.
 - The Contractor shall answer phone calls from CalSTRS within 24 hours during the transition. Failure to meet this standard shall result in a \$100 fine per incident.
 - Contractor shall respond, in writing, with a copy to the employer, to phone or in-person complaints within five (5) business days. Failure to meet this standard will result in a \$100 fee per incident of failure.
 - The Contractor must comply with the Sarbanes-Oxley Act requirements regarding the notification of a blackout period. Failure to comply will result in a \$1,000 fine plus the equivalent of any penalties that would be assessed.
 - The Contractor shall finalize and publish performance standards and guarantees and provide a final copy to the employer within 30 days of being selected or a \$500 fee will be assessed.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- The Contractor must provide participants with agreed upon training within the transition period or a \$1,000 fee will be charged.
 - The contractor shall provide the manual addressed in section 1(d) 30 days prior to the implementation date or a \$100 fee per day late shall be charged.
- b. Transition Exit (period from notification of non-renewal to fund transition)
- Upon termination, the Contractor must provide the new record keeper with the following: the last four quarters of transaction reports, current account balances, the past 12 months distribution and deferral information, and loan or other outstanding payment amounts, in addition to other data requested by CalSTRS within 30 business days after termination.
 - The reports can be provided over the internet. Failure to provide these reports shall result in a \$1,000 fine for the initial failure and a fine of \$500 per day thereafter.
- c. Customer Service
- Telephone calls made to the Contractor's customer service center(s) will be answered within 90 seconds 90% of the time and provide a monthly summary of the call information to CalSTRS. Failure to meet this standard will result in a fee of \$1,000 per year of failure to meet annual, calendar year average.
 - The Contractor shall mail all participant statements within 10 business days after quarter-end or a \$5 per participant per quarter fee shall be assessed for each statement postmarked after 10 business days after the end of the current quarter.
 - The Contractor will process investment fund transfers; contribution reconciliation and posting within one business day provide CalSTRS with an annual report due 31 days after each 12-month period from fund transition. Failure to meet these standards shall result in a \$1,000 fine.
 - The Contractor shall process hardship distributions, rollover requests, in-service distributions, retiree distribution requests within five (5) working days of acceptable documentation and provide CalSTRS with an annual report. The penalty for failure to meet this standard in 90% of actions shall be \$1,000 annually.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- The Contractor shall review program documents within 180 days of fund transition and annually thereafter for legal, legislative compliance, policy issues between employer and provider, and summarize in writing any recommended changes to documents. There will be a \$500 fine for failing to provide each written summary.
- The Contractor shall provide a written proposal of services and a draft plan for ongoing participant communication utilizing internet educational resources (i.e., internet or computer-based training) within 180 days of fund transition. Failure to provide this proposal shall result in a fine of \$500.

d. Reports

- The Contractor shall provide a draft proposal for recommended reports that will be available to CalSTRS online including proposed access protocols within 90 days of fund transition. A fine of \$500 will be assessed if the proposal is not received within the specified time.
- The Contractor shall conduct training of CalSTRS-designated personnel on access to online reports and use of their reporting capabilities within 120 days of the fund transition. Failure to provide training within the specified time will result in a fine of \$500.

e. Surveys

- The Contractor shall retain the services of a third party to conduct a transactional survey program of program participants. The survey will be administered directly following any service interaction with a customer provided by the contractor. The survey questions will be developed in conjunction with CalSTRS. There will be a \$500.00 fee assessed each month if the survey is not implemented within the first three months and every month thereafter.
- The third party shall collect the survey results and provide to CalSTRS a monthly detailed report that includes a summarized analysis of the data and a copy of all data collected.
- The third party shall analyze the survey results yearly and provide to CalSTRS an Executive Summary and Recommended Action Plan. A fine of \$1,000.00 will be assessed if the Executive Summary and Recommended Action Plan are not provided within 30 days following the end of year.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

- The Contractor is required to implement the Recommended Action Plan for all categories that fail to meet the 75% threshold. There will be a \$500.00 fee if the changes are not implemented within three months and every month thereafter.
- f. Educational Services
- After implementation, the Contractor shall provide a mutually agreeable number of educational seminars annually to participants. Failure to do so shall result in a \$1,000 fine.
 - The Contractor shall provide a mutually agreeable number of days per month for on-site meetings with program participants. Failure to meet the agreed upon number of days per month for three (3) or more months will result in a \$1,000 per year fine.
- g. Miscellaneous Performance Standards/Guarantees
- The Contractor shall provide an electronic file copy of the final agreed upon Performance Standards/Guarantees by the implementation date and 30 days after any mutually agreed upon revisions. A fine of \$500 shall be imposed for each failure to provide a web-ready document.
 - The Contractor will provide an annual written summary of all Performance Standards/Guarantee categories and results to CalSTRS and as a web document for communication to program participants. The summary is due 30 days after the annual anniversary date of implementation or a \$1,000 fine will be assessed.
 - The Contractor must notify in writing to CalSTRS any modifications or enhancements to the Performance Standards/Guarantees 30 days after the annual anniversary of implementation. A \$1,000 fine will be assessed for failure to provide written recommendations.
 - The Contractor shall encrypt all laptops and remote computers carrying participant information and provide written quarterly reports on any compromise of data that occurs. CalSTRS requires immediate notification of any data compromise (within 24 hours of provider knowledge of compromise). The Contractor is responsible for all costs related to identity theft services in addition to payments for each participant's information that was compromised and \$1,000 for each quarter in which a report was not provided.
 - The Contractor must implement investment direction orders for the CalSTRS Asset Allocation portfolio within seven (7) days of receipt. A \$1,000 per day fee will be charged per order not placed within seven (7) days.

ATTACHMENT 14

SCOPE OF WORK (CONT.)

19. Unanticipated Tasks

Any additional tasks not originally identified within the scope and are deemed necessary shall be discussed and agreed upon by Contractor and CalSTRS. Any unanticipated tasks must be approved by CalSTRS via a Work Authorization which shall become part of the Agreement. Each Work Authorization must be signed by the Contactor and CalSTRS before the work can begin.

ATTACHMENT 15

PROPOSED PERSONNEL SUMMARY AND REFERENCE SHEET

Proposing Firm Name

Provide two (2) business references for each of the proposed personnel who would be assigned to this contract. Attach additional sheets as necessary.

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

Proposed Lead Consultant's Name	
Consultant's 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	



CalSTRS Pension2 403(b) and 457(b) Easy Choice Portfolios


Estimated Total Weighted-Cost as of December 31, 2023

Portfolios	Weighted Net Expense Ratio ¹	Weighted Net Administrative Cost ¹	Total Weighted Cost ^{1, 2}
Easy Choice Conservative Retired	0.05%	0.25%	0.30%
Easy Choice Conservative 2030	0.07%	0.25%	0.32%
Easy Choice Conservative 2040	0.09%	0.25%	0.34%
Easy Choice Conservative 2050	0.11%	0.25%	0.36%
Easy Choice Conservative 2060	0.13%	0.25%	0.38%
Easy Choice Moderate Retired	0.09%	0.25%	0.34%
Easy Choice Moderate 2030	0.11%	0.25%	0.36%
Easy Choice Moderate 2040	0.13%	0.25%	0.38%
Easy Choice Moderate 2050	0.15%	0.25%	0.40%
Easy Choice Moderate 2060	0.16%	0.25%	0.41%
Easy Choice Aggressive Retired	0.13%	0.25%	0.38%
Easy Choice Aggressive 2030	0.15%	0.25%	0.40%
Easy Choice Aggressive 2040	0.16%	0.25%	0.41%
Easy Choice Aggressive 2050	0.18%	0.25%	0.43%
Easy Choice Aggressive 2060	0.20%	0.25%	0.45%

¹ Weighted figures have been rounded to a hundredth of a percent in this chart. The sum of the weighted cost may appear to not equal the Total Weighted-Cost due to this rounding.

² Total Weighted Cost is the sum of the Weighted Net Expense Ratio and the Weighted Net Administrative Cost.

Net Expense Ratio and Weighted Net Expense Ratio were netted out of the performance of the investment. Mutual fund data has been drawn from the most recent prospectus. For non-mutual fund investment options, the information has been provided by the trustee or plan sponsor. The information contained herein is proprietary to CalSTRS and is not warranted to be accurate, complete, or timely. Neither CalSTRS nor its content providers are responsible for any damages or losses arising from any use of this information.

 CalSTRS Pension2 403(b) and 457(b) Core Funds Estimated Total Costs as of December 31, 2023				
Equities	Ticker Symbol	Net Expense Ratio	Net Administrative Cost	Total Cost ²
American Funds Growth Fund of America	RGAGX	0.30%	0.25%	0.55%
Artisan International ¹	ARTIX	0.85%	0.25%	1.10%
DFA International Small Company	DFISX	0.39%	0.25%	0.64%
Dodge & Cox International Stock	DOXFX	0.52%	0.25%	0.77%
Dodge & Cox Stock	DOXGX	0.41%	0.25%	0.66%
GMO Global Equity Allocation	GMADX	0.57%	0.25%	0.82%
Northern Global Sustainability Index ¹	NSRIX	0.19%	0.25%	0.44%
TIAA-CREF Social Choice Equity	TISCX	0.18%	0.25%	0.43%
Vanguard Developed Markets Index	VDIPX	0.04%	0.25%	0.29%
Vanguard Emerging Markets Index	VEMIX	0.10%	0.25%	0.35%
Vanguard Institutional Index	VIIIX	0.02%	0.25%	0.27%
Vanguard Mid-Cap Index	VMCIX	0.04%	0.25%	0.29%
Vanguard Small-Cap Index	VSCIX	0.04%	0.25%	0.29%
Vanguard Total Stock Market Index	VSMPX	0.02%	0.25%	0.27%
Real Estate				
Vanguard Real Estate Index	VGSNX	0.10%	0.25%	0.35%
Fixed Income				
Vanguard Inflation-Protected Securities	VIPIX	0.07%	0.25%	0.32%
Vanguard Short-Term Bond Index	VBITX	0.05%	0.25%	0.30%
Vanguard Total Bond Market Index	VBTIX	0.04%	0.25%	0.29%
Money Market				
Federated US Treasury Money Market	UTIXX	0.20%	0.25%	0.45%
Multi-Asset				
PIMCO All Asset	PAAIX	0.88%	0.25%	1.13%
Guaranteed				
Voya Fixed Plus III	—	—	0.25%	0.25%

1 Net Expense Ratio numbers provided for Artisan International, and Northern Global Sustainability Index are net of any revenue sharing payments. CalSTRS credits back the entire amount of revenue sharing to the participant. CalSTRS credits a rebate of 0.35% for Artisan International, and 0.10% for Northern Global Sustainability Index.

2 Total Cost is the sum of the Net Expense Ratio and Net Administrative Cost.

Net Expense Ratio and Weighted Net Expense Ratio were netted out of the performance of the investment. Mutual fund data has been drawn from the most recent prospectus. For non-mutual fund investment options, the information has been provided by the trustee or plan sponsor. The information contained herein is proprietary to CalSTRS and is not warranted to be accurate, complete, or timely. Neither CalSTRS nor its content providers are responsible for any damages or losses arising from any use of this information.

ATTACHMENT 16 (CONT.)

CalSTRS Pension2—Easy Choice Portfolios Performance

As of 12/31/2023



The performance data featured represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your shares. Current performance may be higher or lower than the performance data quoted.

Easy Choice Portfolios	3-Month	YTD	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date
Conservative Retired	3.42%	6.39%	6.39%	3.10%	4.73%	4.11%	4.08%	11/1/2007
Conservative 2030	4.31%	7.85%	7.85%	3.38%	5.55%	4.71%	4.24%	11/1/2007
Conservative 2040	5.17%	9.38%	9.38%	3.72%	6.40%	5.21%	4.56%	11/1/2007
Conservative 2050	6.00%	10.72%	10.72%	3.92%	7.14%	5.66%	5.06%	11/1/2007
Conservative 2060	6.79%	12.33%	12.33%	4.25%			6.13%	1/1/2020
Moderate Retired	5.17%	9.38%	9.38%	3.72%	6.40%	5.14%	4.76%	11/1/2007
Moderate 2030	6.00%	10.72%	10.72%	3.92%	7.13%	5.66%	4.79%	11/1/2007
Moderate 2040	6.79%	12.32%	12.32%	4.25%	7.94%	6.17%	5.05%	11/1/2007
Moderate 2050	7.66%	13.77%	13.77%	4.48%	8.64%	6.60%	5.56%	11/1/2007
Moderate 2060	8.53%	15.33%	15.33%	4.76%			6.95%	1/1/2020
Aggressive Retired	6.79%	12.39%	12.39%	4.27%	7.87%	6.04%	5.30%	11/1/2007
Aggressive 2030	7.66%	13.77%	13.77%	4.48%	8.64%	6.60%	5.27%	11/1/2007
Aggressive 2040	8.62%	15.78%	15.78%	4.89%	9.45%	7.06%	5.45%	11/1/2007
Aggressive 2050	9.36%	16.70%	16.70%	4.88%	9.96%	7.43%	5.90%	11/1/2007
Aggressive 2060	10.13%	18.26%	18.26%	5.08%			7.50%	1/1/2020

CalSTRS Pension2—Individual Investments Performance

As of 012/31/2023



Before making your investment choices you should consider the investment objectives, risks, charges and expenses carefully. Please call 888-394-2060 for paper copies of fund prospectuses that contain this and other information. Please read prospectuses carefully before investing.

The performance data quoted represents past performance and is no guarantee of future results. Your returns and the principal value of your investment will fluctuate so that your mutual fund shares and annuity account accumulation units, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance quoted. Performance may reflect waivers or reimbursements of certain expenses. Absent these waivers or reimbursements arrangements, performance results would have been lower.

Equities

Investment	Ticker Symbol	Inception Date	3 Month	YTD	1 Year	3 Years	5 Years	10 Years	Since Inception
American Funds Growth Fund of America	RGAGX	05/01/98	14.38%	37.65%	37.65%	4.62%	15.27%	12.20%	14.23%
Artisan International Fund	ARTIX	12/28/95	9.90%	14.26%	14.26%	0.06%	6.84%	3.41%	8.00%
DFA International Small Company	DFISX	09/30/96	10.75%	14.43%	14.43%	2.71%	8.02%	4.94%	6.62%
Dodge & Cox International Stock ¹	DOXFX	05/02/22	6.82%	16.81%	16.81%	6.55%	8.68%	4.00%	9.15%
Dodge & Cox Stock ¹	DOXGX	05/02/22	9.85%	17.60%	17.60%	12.88%	13.98%	10.46%	9.15%
GMO Global Equity Allocation	GMADX	09/04/12	10.62%	22.19%	22.19%	5.23%	9.93%	5.92%	9.55%
Northern Global Sustainability Index	NSRIX	03/05/08	12.00%	25.41%	25.41%	8.00%	13.29%	8.82%	7.26%
TIAA-CREF Social Choice Equity	TISCX	10/01/02	12.72%	22.49%	22.49%	8.40%	15.05%	11.00%	7.16%
Vanguard Developed Markets Index	VDIPX	04/01/14	11.18%	17.80%	17.80%	3.60%	8.40%	4.57%	4.57%
Vanguard Emerging Markets Index	VEMIX	06/22/00	6.53%	9.18%	9.18%	-3.22%	4.69%	3.01%	6.37%
Vanguard Institutional Index	VIIIX	07/07/97	11.68%	26.26%	26.26%	9.98%	15.67%	12.02%	8.47%
Vanguard Mid-Cap Index	VMCIX	05/21/98	12.29%	16.00%	16.00%	5.50%	12.72%	9.42%	9.81%
Vanguard Small-Cap Index	VSCIX	07/07/97	13.41%	18.22%	18.22%	4.67%	11.72%	8.44%	8.88%
Vanguard Total Stock Market Index	VSMPX	07/07/97	12.17%	26.03%	26.03%	8.45%	15.09%	11.43%	11.29%

Real Estate

Vanguard Real Estate Index	VGSNX	12/02/03	18.13%	11.82%	11.82%	5.05%	7.35%	7.38%	8.07%
----------------------------	-------	----------	--------	--------	--------	-------	-------	-------	-------

Fixed Income

Vanguard Inflation-Protected Securities	VIPIX	12/12/03	4.64%	3.85%	3.85%	-1.11%	3.05%	2.36%	3.51%
Vanguard Short-Term Bond Index	VBITX	09/27/11	3.40%	4.88%	4.88%	-0.66%	1.49%	1.38%	1.34%
Vanguard Total Bond Market Index	VBTIX	09/18/95	6.69%	5.72%	5.72%	-3.34%	1.13%	1.80%	4.28%

Money Market

Federated US Treasury Money Market	UTIXX	06/11/91	1.32%	4.92%	4.92%	2.09%	1.73%	1.12%	2.34%
------------------------------------	-------	----------	-------	-------	-------	-------	-------	-------	-------

Multi-Asset

PIMCO All Asset	PAAIX	07/31/02	6.77%	8.56%	8.56%	3.54%	6.19%	4.31%	6.43%
-----------------	-------	----------	-------	-------	-------	-------	-------	-------	-------

Guaranteed

	Current Rate	Guaranteed Minimum Rate
Voya Fixed Plus III	4.00%	4.00%

¹ On September 9, 2022 the Dodge and Cox Stock fund share class changed from DODGX to DOXGX; and the Dodge and Cox International Stock share class changed from DODFX to DOXFX. Performance beyond inception date is based on historical performance of original share class.

© 2023 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

ATTACHMENT 17

CALSTRS

HOW WILL YOU SPEND YOUR FUTURE?

ADOPTION AGREEMENT

FOR CalSTRS Pension2

457 PLAN

The provisions you select in completing this Adoption Agreement will apply to your plan as if they were set forth in the Plan document. In completing this Adoption Agreement, you are urged to consult with your attorney or other tax advisor. CalSTRS does not and cannot provide legal or tax advice. Failure to properly fill out the Adoption Agreement may result in the failure of your plan to satisfy the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended.

1. General Information

- (A) Name of Employer: _____

- (B) Address of Employer: _____

- (C) Name of Plan: _____

- (D) Federal Tax ID
Number of Employer: _____

2. Compensation (Section 1.4)

- ☐ Select this Box 2 and complete this Item only if it is desired that Compensation is to be defined as other than total cash remuneration. Instead, Compensation will be defined as follows:

3. Effective Date / Restated Effective Date
(Sections 1.5 and 1.19)

- (A) ☐ The Plan is a new plan. The Effective Date is _____.
- (B) ☐ The Plan is a restated plan. The Restated Effective Date is _____.
- The Plan's initial Effective Date was _____.

4. Eligible Employee (Section 1.8)

- (A) ☐ All Employees of the Employer.
- (B) ☐ All Employees of the Employer, other than the following excluded Employees:

- (1) ☐ Leased Employees
- (2) ☐ Salaried Employees
- (3) ☐ Hourly Employees
- (4) ☐ Employees whose employment is governed by the terms of a collective bargaining agreement between Employee representatives (within the meaning of Code Section 7701(a)(46)) and the Employer, under which retirement benefits were the subject of good faith bargaining.
- (5) ☐ Other: _____

(C) ☐ Notwithstanding the election(s) set forth in Box 4(A) and Box 4(B) above, if this Box 4(C) is selected Eligible Employee will include:

- (1) ☐ Trustees of the Employer
- (2) ☐ Independent Contractors

5. **Investment Options** (Section 1.12)

Investment Options shall include CalSTRS Pension2 selection of products. They are:

VOYA Fixed Plus III	N/A
Federated US Treasury cash	UTIXX
Vanguard Total Bond Market	VBTLX
Vanguard Short Term Bond Index Fund	VBITX
Vanguard Inflation-Protected Securities	VIPIX
American Growth fund of America	RGAGX
Dodge & Cox Stock Fund	DODGX
Vanguard Institutional Index	VINIX
Vanguard Total Stock Market Index	VITSX
Northern Global Sustainability Index	NSRIX
TIAA-CREF Social Choice Fund	TISCX
Vanguard Mid Cap Index	VMCIX
Vanguard Small Cap Index	VSCIX
GMO Global Equity Asset Allocation	GGASX
Artisan International Fund	ARTIX
DFA International Small Company	DFISX
Dodge and Cox International	DODFX
Vanguard Developed Market Index	VTMNX
Vanguard Emerging Market Index	VEMIX

Vanguard REIT Index	VGSNX
PIMCO All Asset	PAAIX

In addition to these investment options, CalSTRS has developed target date portfolios based on retirement date and risk tolerance. They are:

Easy Choice Portfolio 2020
Easy Choice Portfolio 2030
Easy Choice Portfolio 2040
Easy Choice Portfolio 2050+
Easy Choice Portfolio Retired

6. **Normal Retirement Age** (Section 1.14)

- ☐ If this Box 6 is selected, Normal Retirement Age will not be age 65. Instead, Normal Retirement Age will be age _____.

7. **Plan Year** (Section 1.18) Plan Year means:

- (A) ☐ The calendar year.
- (B) ☐ The Plan Year is a twelve (12) month period beginning on _____ and ending on the following _____.
- (C) ☐ The initial Plan Year is a short Plan Year beginning on _____ ending on _____. Thereafter, the Plan Year will be the twelve (12) month period selected in Box 7(A) or Box 7(B) above.

8. **Elective Deferrals** (Section 3.1)

- (A) ☐ Elective Deferrals may be made to the Plan up to the maximum amount permitted by law.
- (B) ☐ Elective Deferrals may be made to the Plan up to a maximum amount equal to _____, provided that in no event may such deferrals exceed the maximum amount permitted by law.
- (C) ☐ Elective Deferrals may not be made to the Plan.

9. **Roth 457(b) Contributions** (Section 1.24) check one:

- ☐ Shall be permitted under the Plan.
- ☐ Shall not be permitted under the Plan.

10. **Employer Non-Elective Contributions** (Section 3.4)

- (A) ☐ The Employer will make non-elective contributions to the Plan on behalf of each Active Participant in an amount equal to _____% of the Participant's Compensation.
- (B) ☐ The Employer will make non-elective contributions to the Plan on behalf of each Active Participant in an amount equal to:

- (C) ☐ The Employer will make non-elective contributions to the Plan as follows:

- (D) ☐ The Employer will not make any non-elective contributions to the Plan.

11. **Employer Matching Contributions** (Section 3.5)

- (A) ☐ The Employer will make matching contributions to the Plan on behalf of each Active Participant who makes an Elective Deferral pursuant to a Voluntary Salary Deferral Agreement in an amount equal to _____% of the Participant's Compensation that is contributed to the Plan for the Plan Year.
- (B) ☐ The Employer will make matching contributions to the Plan on behalf of each Active Participant who makes an Elective Deferral pursuant to a Voluntary Salary Deferral Agreement in an amount equal to _____% of the first _____% of the Participant's Compensation that is contributed to the Plan for the Plan Year.
- (C) ☐ The Employer will make matching contributions to the Plan as follows:

- (D) ☐ The Employer will not make any matching contributions to the Plan.

12. **Transfers** (Section 3.8)

- (A) ☐ Transfers may be made to the Plan from any other eligible deferred compensation plan to the extent permitted by law.
- (B) ☐ Transfers may be made to the Plan from another eligible deferred compensation plan, subject to the following limitations:

- (C) ☐ Transfers may not be made to this Plan from any other eligible deferred compensation plan.

13. **Rollover Contributions** (Section 3.9)

- (A) ☐ Rollovers to the Plan are permitted to the extent permitted by law.
- (B) ☐ Rollovers to the Plan are permitted to the extent permitted by law, subject to the following limitations:
(i) ☐ The following amounts may not be rolled over to the Plan:

- (C) ☐ Rollovers to the Plan are not permitted.

14. **Unforeseeable Emergency** (Section 4.2) check one:

- ☐ A Participant may receive a distribution due to Unforeseeable Emergency prior to Severance from Employment.
- ☐ A Participant may not receive a distribution due to Unforeseeable Emergency prior to Severance from Employment.

15. **In-service Distribution** (Section 4.1(c)) check one:

- ☐ A participant may receive an in-service distribution of all or a part of his or her benefit if the total amount of the Participant's benefit is less than \$5000 (or the dollar limit under Section 411(a)(11) of the Code, if greater) and the requirements of Section 4.1(c) of the Plan are satisfied.
- ☐ A Participant may not receive any in-service distributions of his or her benefit.

16. **Transfers to Purchase Service Credit** (Section 4.5(c)) check one:
- ☐ A Participant may request a transfer from this plan to a defined benefit governmental plan to purchase service credit.
- ☐ A Participant may not request a transfer from this plan to a defined benefit governmental plan to purchase service credit.
17. **Loans** (Section 4.6) check one:
- ☐ Loans will be available from this Plan.
- ☐ Loans will not be available from this Plan.

By executing this Adoption Agreement, the Employer adopts the 457 Deferred Compensation Plan described herein and in the Plan document. The selections and specifications contained in this Adoption Agreement together with the terms, provisions and conditions provided in the Plan document constitute the Plan.

The Employer acknowledges that it has counseled, to the extent necessary, with its attorney or other tax advisor. The obligations of the Investment Sponsors shall be governed solely by the provisions of its contracts and policies. VOYA shall not be required to inquire into any action taken by the Employer or the Plan Administrator and shall be fully protected in taking, permitting or omitting any action on the basis of the actions of the Employer or the Plan Administrator. VOYA shall incur no liability or responsibility for carrying out actions as directed by the Employer or the Plan Administrator.

IN WITNESS WHEREOF, this Adoption Agreement has been executed this ____ day of _____, 20____.

Employer: _____

By: _____

Title: _____

457 District Listing**Plan Type Plan Name**

457 ALAMEDA COUNTY OFFICE OF EDUCATION
457 ALAMEDA UNIFIED SCHOOL DISTRICT
457 ALBANY UNIFIED
457 ALBERT EINSTEIN ACADEMY
457 ALPINE COUNTY UNIFIED
457 ALVORD UNIFIED
457 ANTELOPE ELEMENTARY
457 ANTELOPE VALLEY COLLEGE
457 ANTELOPE VALLEY UNION HIGH
457 ANTIOCH USD
457 ARCATA ELEMENTARY
457 ARTS IN ACTION COMMUNITY CHARTER
457 BAYSHORE SCHOOL DISTRICT
457 BELLFLOWER UNIFIED
457 BIG LAGOON UNION SCHOOL DISTRICT
457 BLACK OAK MINE UNIFIED
457 BONNY DOON UNION ELEMENTARY
457 BRIDGES CHARTER SCHOOL
457 BUCKEYE UNION ELEMENTARY
457 CABRILLO COMMUNITY COLLEGE DISTRICT
457 CABRILLO POINT ACADEMY
457 CALIFORNIA MONTESSORI PROJECT
457 CAMPBELL UNION HIGH SCHOOL DISTRICT
457 CEIBA PUBLIC SCHOOLS
457 CENTER JOINT UNIFIED
457 CERRITOS COMMUNITY COLLEGE DISTRICT
457 CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
457 CHAFFEY COMMUNITY COLLEGE DISTRICT
457 CHICO UNIFIED SCHOOL DISTRICT
457 CITY COLLEGE OF SAN FRANCISCO
457 CONTRA COSTA COMMUNITY COLLEGE DISTRICT
457 CONTRA COSTA SCHOOL OF PERFORMING ARTS
457 CUESTA COMMUNITY COLLEGE DISTRICT
457 DINUBA UNIFIED ****
457 DOWNTOWN COLLEGE PREP
457 EAST SIDE UNION HIGH SD
457 EL DORADO COUNTY OFFICE OF EDUCATION
457 EL DORADO UNION HIGH
457 ELK GROVE USD
457 EUREKA CITY UNIFIED SCHOOL DISTRICT
457 FEATHER RIVER COMMUNITY COLLEGE DISTRICT
457 FOLSOM-CORDOVA UNIFIED
457 FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT
457 FORTUNA UNION ELEMENTARY SCHOOL DISTRICT

457 FORTUNA UNION HIGH SCHOOL DISTRICT
457 FRANKLIN-MCKINLEY SCHOOL DISTRICT
457 FREMONT UNIFIED*
457 FREMONT UNION HIGH SD
457 FULLERTON JOINT UNION HIGH (no longer offers Pension2 no new enrollees)
457 GALT JOINT UNION HIGH SD
457 GILROY UNIFIED
457 GOLD OAK UNION ELEMENTARY
457 GOLD TRAIL UNION ELEMENTARY
457 GOLDEN OAK MONTESSORI OF HAYWARD*
457 GONZALES UNIFIED
457 GURENEVILLE ELEMENTARY SD
457 HAMILTON USD
457 HAPPY VALLEY SCHOOL DISTRICT
457 HAPPY VALLEY SCHOOL DISTRICT
457 HAPPY VALLEY UNION ESD (ANDERSON, CA)
457 HIGH TECH LA CHARTER
457 HIGHLANDS COMMUNITY CHARTER SCHOOL
457 HUMBOLDT COUNTY OFFICE OF EDUCATION
457 ICEF CHARTER ACADEMY
457 IMPERIAL COUNTY OFFICE OF EDUCATION
457 INTEGRITY CHARTER SCHOOL
457 ISLAND UNION SCHOOL DISTRICT
457 IVY BOUND ACADEMY
457 JAMESTOWN SCHOOL DISTRICT
457 KERN UNION HIGH
457 KNIGHTSEN ELEMENTARY
457 LA HONDA-PESCADERO USD
457 LAFAYETTE ELEMENTARY
457 LAKE TAHOE COMMUNITY COLLEGE DISTRICT
457 LATROBE ELEMENTARY
457 LEARNING FOR LIFE CHARTER SCHOOL
457 LIFE SOURCE INT'L CHARTER
457 LINDSAY USD
457 LODI UNIFIED
457 LONE PINE UNIFIED
457 LOS ANGELES COMMUNITY COLLEGE DISTRICT
457 LOS GATOS UNION SD
457 LOS RIOS COMMUNITY COLLEGE DISTRICT
457 LUTHER BURBANK
457 MARIN CCD
457 MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
457 MCFARLAND UNIFIED
457 MERCED COE
457 MILPITAS UNIFIED
457 MISSION VISTA ACADEMY
457 MODESTO CITY SCHOOLS**

457 MOJAVE UNIFIED
457 MONROVIA UNIFIED
457 MONTEREY COUNTY OFFICE OF EDUCATION
457 MONTEREY PENINSULA COLLEGE
457 MOORPARK UNIFIED
457 MORGAN HILL UNIFIED SCHOOL DISTRICT
457 MOTHER LODE UNION ELEMENTARY
457 MOUNTAIN VIEW WHISMAN
457 MT. DIABLO UNIFIED
457 NEVADA COUNTY CHARTER SERVICES AUTHORITY
457 NEVADA JOINT UNION HIGH SD
457 NEW ACADEMY CANOGA PARK
457 NEWCASTLE ELEMENTARY
457 NORTH COW CREEK SCHOOL
457 NORTH OAKLAND COMMUNITY CHARTER
457 NORTHERN HUMBOLDT UNION HIGH
457 NORTHERN UNITED-HUMBOLDT CHARTER
457 NOVATO UNIFIED SCHOOL DISTRICT
457 OAK GROVE SCHOOL DISTRICT
457 OJAI UNIFIED
457 OXNARD ELEMENTARY SCHOOL DISTRICT
457 OXNARD UNION HIGH SCHOOL DISTRICT
457 PACHECO UNION ELEMENTARY
457 PACIFIC COAST ACADEMY
457 PACIFIC GROVE UNIFIED
457 PACIFIC VIEW CHARTER SCHOOL
457 PALO ALTO UNIFIED
457 PALO VERDE USD
457 PALOS VERDES PENINSULA UNIFIED
457 PANAMA-BUENA VISTA UNION SD
457 PARAMOUNT ACADEMY
457 PASADENA ROSEBUD ACADEMY CHARTER SCHOOL
457 PERALTA COMMUNITY COLLEGE DISTRICT
457 PETALUMA CITY SCHOOLS
457 PIEDMONT UNIFIED SD
457 PITTSBURG UNIFIED SCHOOL DISTRICT
457 PLACER UNION HIGH SCHOOL DISTRICT
457 PLACERVILLE UNION ELEMENTARY
457 PLEASANT VALLEY SCHOOL DISTRICT
457 POLLOCK PINES ELEMENTARY
457 REALM CHARTER SCHOOL
457 REDDING SCHOOL DISTRICT
457 RESCUE UNIFIED SD
457 RIVER CHARTER SCHOOLS
457 RIVERSIDE COMMUNITY COLLEGE DISTRICT
457 ROSEVILLE JOINT UNION HIGH
457 SALINAS UNION HIGH

ATTACHMENT 17 (CONT.)

Request for Proposal 5000002880
Pension2 Third-Party Recordkeeper
Page 98 of 98

457 SAN DIEGUITO UNION HIGH SCHOOL*
457 SAN FRANCISCO UNIFIED
457 SAN JACINTO UNIFIED
457 SAN JOSE UNIFIED
457 SAN LUIS COASTAL UNIFIED
457 SAN MATEO COUNTY CCD
457 SANTA BARBARA UNIFIED SCHOOL DISTRICT
457 SANTA CLARA COUNTY OFFICE OF EDUCATION
457 SANTA MARIA-BONITA
457 SANTA MONICA COMMUNITY COLLEGE DISTRICT
457 SANTA PAULA USD
457 SARATOGA UNION ELEMENTARY
457 SEQUOIA UNION HIGH
457 SHASTA COUNTY OFFICE OF EDUCATION
457 SHASTA UNION HIGH
457 SIERRA JOINT COMMUNITY COLLEGE DISTRICT
457 SILVER OAK HIGH MONTESSORI CHARTER
457 SIMI VALLEY UNIFIED
457 SOLANO COUNTY OFFICE OF EDUCATION
457 SONOMA VALLEY UNIFIED
457 STOCKTON UNIFIED
457 SUNNYVALE SCHOOL DISTRICT
457 TAHOE-TRUCKEE UNIFIED
457 TEMPLE CITY UNIFIED
457 TEMPLETON UNIFIED SD
457 THE ACADEMY OF ALAMEDA*
457 TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
457 TWIN RIVERS UNIFIED
457 UNITY SCHOOLS
457 URBAN DISCOVERY ACADEMY CHARTER
457 VENTURA COMMUNITY COLLEGE DISTRICT
457 VINCENT ACADEMY
457 VISIONS IN EDUCATION
457 VISTA OAKS CHARTER
457 WEST VALLEY-MISSION CCD
457 WOODLAND STAR CHARTER SCHOOL
457 WOODSIDE ELEMENTARY
457 YOSEMITE COMMUNITY COLLEGE DISTRICT
457 YU MING CHARTER SCHOOL**
457 YUBA CITY UNIFIED

F. Sample Agreement
STATE OF CALIFORNIA
STANDARD AGREEMENT

CalSTRS STD 213 (Rev 2/1/2021)

SCO ID:

AGREEMENT NUMBER

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

CONTRACTING AGENCY NAME

California State Teachers' Retirement System (CalSTRS)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

[Insert date]

[Insert date]

3. The maximum amount of this Agreement is:

\$ "Numeric Dollar Amount" US Dollars

"Written Dollar Amount" and xx/100 Dollars

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

CalSTRS Terms and Conditions

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

Exhibit C – Contractor's Authorized/Key Personnel

Exhibit D – Teachers' Retirement Board Governance Manual – Third Party Economic Interest Disclosure Policy

Exhibit E – Form 600-H Third Party Economic Interest Disclosure

Exhibit F – Contractor Background Investigation Policy

Exhibit G – Certification of Contractor's Employee Background Investigation Form

Exhibit H – Confidentiality, Non-Disclosure and Acceptable Use Agreement

Exhibit I – Personal History Statement

Exhibit J – Business and Travel Reimbursements for Excluded/Non-Represented Employees

Exhibit K – Travel Expense Claim

Exhibit L – CalSTRS Work Authorization

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME AND TITLE OF PERSON SIGNING

BY (Authorized Signature)



DATE SIGNED

STATE OF CALIFORNIA

AGENCY NAME

California State Teachers' Retirement System

ADDRESS

100 Waterfront Place

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME AND TITLE OF PERSON SIGNING

Select Signatory

BY (Authorized Signature)



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

☒ Exempt per:
Exempt from approval by the
Department of General Services
Per California Constitution,
Article XVI, Section 17.

A. INTRODUCTION

The California State Teachers' Retirement System (CalSTRS) and "Contractor's Name" (Contractor) enter into this Agreement to provide "[Briefly describe services to be provided. If applicable include Exhibit.]" in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein.

B. AGREEMENT CONTACTS

1. Contractor

- a) Contractor liaison for services shall be "Name, Title, Telephone Number and Email Address."
- b) Correspondence may be addressed to "physical address."

2. CalSTRS

- a) CalSTRS Business Contract Liaison/Coordinator for services shall be "Name, Title, Telephone Number, Email Address, and Mail Stop."
- b) CalSTRS Business Contract Manager for services shall be "Name, Title, Telephone Number, Email Address, and Mail Stop."
- c) Correspondence may be addressed to the California State Teachers' Retirement System, 100 Waterfront Place, West Sacramento, CA 95605 or P.O. Box 15275, Sacramento, CA 95851-0275.
- d) 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 Title/Name"
"Exec's Name" , Deputy Chief Executive Officer

C. TERM

The term of this Agreement shall be from "Start Date" through "End Date" .

D. FEES

- 1. The total amount of this Agreement shall not exceed \$"Numeric Dollar Value" (US dollars), unless amended in writing, approved and signed by CalSTRS CEO or designee.
- 2. Fees shall be calculated as "Enter if easily broken down otherwise direct them to the Fee Schedule Exhibit" .

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 not more frequently than in monthly arrears to the following options:
 - 1) Facilities Mail & Imaging Services, E-mail address: FMIS - CorporateImagingServices@CalSTRS.com; or
 - 2) CalSTRS Vendor Portal: <https://partners.calstrs.com:4343/irj/portal>; or
 - 3) Hard copy, mailed to:
CalSTRS, P.O. 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; and 4) total amount of invoice in US dollars.

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 Human Resources rules for California State excluded/non-represented employees as described in Exhibit X, 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 X, submitted with actual expense receipts attached.

F. WARRANTIES (#1 ONLY INCLUDED IN CONSULTING AGREEMENTS. DELETE #1 IF NOT A CONSULTING AGREEMENT)

1. Contractor 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. Contractor warrants that it has implemented and enforces a policy designed to insure that its employees and individuals subject to its control do not engage in insider trading proscribed by federal and state securities laws and regulations.
3. Contractor warrants that it maintains insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of CalSTRS, its agents, representatives, employees or subcontractors.

G. 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. These payments are included in the monetary value of the 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.

Contractor confirms that the goods/services to be provided to CalSTRS are not affected by the current COVID-19 Pandemic and that Contractor is able to perform under the Agreement.

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, gender, gender identity, gender expression, sexual orientation, 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), genetic information, age (40 or over), marital status, veteran or military status and use of family and medical care leave pursuant to federal law or state 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 California Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, section 11000 et seq.). The applicable regulations of the Civil Rights Department implementing Government Code, section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 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. Confidentiality

Contractor, in the 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 use 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. Contractor Personnel who may, in the course of their duties, have access to any CalSTRS information and/or assets, must individually comply with CalSTRS Information Security form entitled Confidentiality, Non-Disclosure and Acceptable Use Agreement (Exhibit X) prior to engaging work with CalSTRS. Contractor's Authorized Representative, that has authority to act on behalf of the Entity and its employees, must certify and sign Exhibit X prior to work with CalSTRS.

10. Security

Contractor shall perform a background investigation on all of Contractor's employees assigned to perform any part of the services hereunder, or who shall access any of CalSTRS Confidential Information (the "**Contractor Personnel**"). Contractor's background investigation shall consist of the components prescribed in CalSTRS' *Contractor Background Investigation Policy* (Exhibit #). All Contractor Personnel must successfully complete and pass Contractor's background investigation prior to providing services or accessing Confidential Information hereunder. Compliance with CalSTRS Contractor Background Investigation Policy must be affirmed with submission of a completed *Certification of Contractor's Employee Background Investigation Form* (Exhibit #) listing each of Contractor's Personnel. Contractor shall keep such form updated to reflect any changes to its Contractor Personnel. Contractor shall ensure that employees of its

subcontractors or agents also satisfy appropriate background investigation criteria. Contractor shall provide CalSTRS (or its designee) with documentation providing evidence of Contractor's background investigation of Contractor Personnel upon the reasonable request of CalSTRS.

Further, all Contractor Personnel must submit to CalSTRS the Personal History Statement (Exhibit #) identifying any relatives of the contract employee that are CalSTRS members, beneficiaries, or employees.

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.

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 and any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be administered, construed, governed 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 personal 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. Signatures & 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. The parties agree to the terms of this Agreement and have caused this Agreement and its exhibits to be signed by their duly authorized representatives. Any manually executed signature page to this Agreement and its exhibits delivered by a part by facsimile or other electronic mail in .PDF form shall be deemed to be an original signature hereto. Additionally, CalSTRS may provide the option for the parties to electronically sign this Agreement and exhibits via DocuSign or by other electronic method prescribed by CalSTRS. Any counterpart delivered using any of foregoing methods and effect as original signature, 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 full 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 Agreement. However, in the event a conflict in interpretation arises, the agreement 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 state and local sales and use taxes, unless otherwise expressly so provided.

19. Knowledge Transfer

Where appropriate, Contractor's obligations under the terms of this Agreement 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 Agreement 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.

H. 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 (3) 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 (3) 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 percent (3%) DVBE for contracts awarded by CalSTRS. This goal applies to the total contract dollars expended by CalSTRS annually.

Effective January 1, 2021, any contracts resulting from this solicitation on or after 1/1/2021, are subject to [Military and Veterans codes 999.5-999.7](#) which resulted from [SB 588 \(Ch. 80, Stats. 2020\)](#). This law requires an awarding department on a contract to withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on a contract until the certification required is received by the awarding department. For certification purposes, the Contractor will be held to the DVBE Participation percentage provided on the Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form submitted with the solicitation proposal that was awarded.

The Teachers' Retirement Board (Board) has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by DVBE's in contracts awarded by CalSTRS.

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 policy regarding the minimum three percent (3%) DVBE participation goal and any additional percentage over three percent (3%) submitted on the Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form.
- b) Contractor, in contracting for goods and services pursuant to this Agreement, shall comply with the Board's objectives and policy regarding DVBE participation.
- 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, gender, 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.
- e) If a contractor must update their DVBE, they should email an updated Small Business, Microbusiness, and Disabled Veteran Business Enterprise (DVBE) Commercially Useful Function Related Information and Declaration Form to their Business Contract Manager, SBDVBEAdvocate@CalSTRS.com, and PMDCCompliance@CalSTRS.com.

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 CalSTRS 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 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 CalSTRS.

7. Authorized/Key Personnel

Exhibit X, Company's Name Authorized/Key Personnel, names certain members of Contractor's staff (authorized/key individuals) who will perform the conduct described in the scope of services and exercise a significant decision making role in the delivery of services under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel."

- a) 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.

- b) 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: 1) 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; 2) 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; 3) of any change in the majority ownership, control, or business structure of Contractor; or 4) 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 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 1) 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 2) 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 3) 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 Agreement, 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.

Contractor will only be permitted on-site at CalSTRS Headquarters or offices if explicit authorization is provided by an executive officer of CalSTRS. Contractor and its personnel are required to observe and follow all CalSTRS policies and guidelines related to the COVID-19 Pandemic (including without limitations, completing a health screening questionnaire, complying with visitor policies, wearing masks, temperature screenings before entry, physical distancing, etc.), in addition to any mandatory orders issued by governmental authorities.

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 to 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.

I. 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.

J. 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 11102 et seq.

2. Americans with Disabilities Act of 1990 (ADA)

Contractor is responsible for ensuring all products and services provided to CalSTRS, including without limitation, electronic or information technology and related services, reports, presentation slides and other materials which may be posted on or linked to the CalSTRS.com website, at the discretion of CalSTRS, comply with the accessibility requirements of California Government Code sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria. CalSTRS reserves the right to ask for proof of conformance, and Contractor shall remedy any non-conformance and agrees to manage and resolve any accessibility complaints as required by Government Code section 7405(b).

By signing this Agreement, Contractor assures CalSTRS that it complies with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d et seq.), along with all applicable regulations and guidelines issued pursuant to both acts.

3. National Labor Relations Board Certification

Contractor, by signature hereto, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2)-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 work under this Agreement.

5. Unauthorized Alien

Contractor will comply with 8 USC §1324a et seq. and shall not knowingly employ or contract with an unauthorized 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 California 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. 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 (2)-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 twelve (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 twelve (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))

11. 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.

12. 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.

13. Domestic Partners

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

K. SPECIAL TERMS AND CONDITIONS

1. Evaluation of Contractor

Pursuant to Public Contract Code section 10369, CalSTRS 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. Third Party Economic Interest Disclosure Policy

a) Policy

The Third Party Economic Interest Disclosure Policy set forth in the Teachers' Retirement Board Governance Manual requires entities and Key Personnel engaging in business with CalSTRS to disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, prohibits providing charitable contributions valued in excess of \$250, and gifts in excess of the current monetary limit established by the Fair Political Practices Commission, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit # and Contractor is required to comply with its provisions.

b) Submission of Disclosures

Contractor and each of its Authorized/Key Personnel shall, with the signing of this Agreement 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 is Exhibit # , Form 600-H Third Party Economic Interest Disclosure. Exhibit # must be submitted on behalf of the Contractor (Entity) and each of its Authorized/Key Personnel (those who signed Exhibit #). No other version of this form will be accepted (e.g., annual submittal or generic form downloaded from CalSTRS.com).

Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

c) 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.

d) 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.

3. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, 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.

4. Priority Hiring Considerations

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

5. 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.

6. 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 are 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.

7. 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 (1) 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.

L. UNANTICIPATED TASKS

1. In the event that additional work must be performed which is unanticipated and is not specified in the Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this section will be employed. Unanticipated tasks are services or deliverables that were not included within the parties' agreement on scope, price and schedule as evidenced by the project documents (i.e., the SOW, the Proposal, the Project Plan and Schedule, the Detailed Design, and the Contractor's estimates and work papers).
2. For each item of unanticipated work not specified in the Scope of Work, a CalSTRS Work Authorization, Exhibit # will be prepared.
3. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement shall remain in full force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement, except as provided in the Work Authorization.
4. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to CalSTRS, an identification of all significant materials to be delivered by CalSTRS to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost or fixed price for the Work Authorization. If Contractor staff identified is not already authorized, they will be subject to the background investigation as described in Exhibit #, CalSTRS Contractor Background Investigation Policy, prior to start of work.
5. All Work Authorizations must be in writing prior to beginning work and shall become part of the agreement. Authorization shall not become effective until the amendment is approved and signed by CalSTRS authorized signatory.
6. CalSTRS has the right to require the Contractor to stop or suspend work on any Scope of Work by providing the Contractor with written notice. If the performance of all or any part of the work is stopped or suspended (1) by an act of the CalSTRS in the administration of this Agreement, or (2) by the CalSTRS failure to act within the time specified in this Agreement (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Scope of Work necessarily caused by stoppage or suspension, and the Scope of Work modified in writing accordingly. No adjustment shall be made under this

clause for any stoppage or suspension to the extent that performance would have been so stopped or suspended by the fault or negligence of the Contractor, or for which an equitable adjustment is provided for under any other term or condition of this Agreement or the Scope of Work. A claim under this clause shall not be allowed (i) for any costs incurred more than 20 days before the Contractor shall have notified the CalSTRS in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the stoppage or suspension, but not later than the date of final payment under the Agreement. The parties shall act in good faith and take reasonable steps to mitigate the costs and schedule impacts of any delay or suspension.

7. Personnel resources will not be expended (at a cost to CalSTRS) on task accomplishment in excess of the estimated work hours required or fixed price unless the procedure below is followed:
 - a) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Agreement cannot be accomplished with the estimated work hours or fixed price, the Contractor will immediately notify CalSTRS in writing of the Contractor's estimate of the work hours or fixed price which will be required to complete the Work Authorization in full. Upon receipt of such notification, CalSTRS may:
 - 1) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate or fixed price necessary to accomplish the Work Authorization, or
 - 2) Terminate the Work Authorization, or
 - 3) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours or fixed price.
 - b) CalSTRS will notify Contractor in writing of its election within fifteen (15) work days after receipt of the Contractor's notification. If notice of election is given to proceed, the Contractor may expend the estimated additional work hours or services. CalSTRS agrees to reimburse the contractor for such authorized additional work hours or fixed price.

M. TERMINATION

1. Termination at Option of CalSTRS

This Agreement may be terminated in whole or in part at any time upon thirty (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 Agreement amount.

2. Termination for Default

CalSTRS may terminate the Agreement by two (2) calendar days written notice to Contractor, and without prejudice to any of its remedies, because of:

- a) The failure of Contractor to fulfill its obligations under this Agreement (including, but not limited to any warranties made, and any attachments/exhibits to this Agreement),
- b) The Contractor provides inaccurate or omission of information that the Contractor knew or should have known existed.

In the event of termination for default, 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 effective 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 affect an orderly transfer of services.

SCOPE OF WORK

To be attached at time of award

SAMPLE

FEE SCHEDULE

To be attached at time of award

SAMPLE

Contractor Firm Name
AUTHORIZED/KEY PERSONNEL

Please list the names and titles of the personnel authorized to conduct business (deliver services) on behalf of the Contractor in a decision-making capacity:

Signature _____

Name _____

Title _____

Date _____

E-mail _____

Signature _____

Name _____

Title _____

Date _____

E-mail _____

Signature _____

Name _____

Title _____

Date _____

E-mail _____

Signature _____

Name _____

Title _____

Date _____

E-mail _____

TEACHERS' RETIREMENT BOARD GOVERNANCE MANUAL

G. Third Party Economic Interest Disclosure Policy

It is the policy of CalSTRS to conduct business with vendors, business entities and investment service providers, managers, partners and/or consultants in a manner which avoids potential or actual financial conflicts of interest. Consistent with this policy, certain disclosures involving campaign contributions, charitable contributions and gifts are required as set forth below.

1. Definitions

For purposes of this Third Party Economic Disclosure Policy only, the following definitions apply:

- a. Entity: The terms “Entity” and “Entities” mean any vendor, business entity or investment service provider, manager, partner or consultant doing business directly with CalSTRS.
- b. Key Personnel: The term “Key Personnel” means any individual associated with an Entity that:
 - i. Negotiates a contract between an Entity and CalSTRS; or
 - ii. Is a high-level officer or employee of an Entity who exercises primary responsibility for the work performed pursuant to a contract between an Entity and CalSTRS; or
 - iii. Directs or supervises Entity staff regarding work performed pursuant to a contract between an Entity and CalSTRS; or
 - iv. Provides services to CalSTRS as a “consultant” pursuant to Government Code sections 82019, 82048 and California Code of Regulations, Title 2, Section 18700.3.
- c. Gift: The terms “Gift and “Gifts” mean anything of value, whether tangible or intangible, real or personal property, goods or services, that provides a personal benefit to an individual when the individual does not provide full consideration for the value of the benefit received.

2. Campaign Contributions

All Entities and Key Personnel 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.

3. Charitable Contributions

All Entities and Key Personnel shall disclose any charitable contributions 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.

4. Gifts

- a. No Entity or Key Personnel shall provide gifts to board members exceeding the current monetary limit established by the Fair Political Practices Commission individually or in the aggregate in any calendar year. The dollar amount of this limit is 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.
- b. All Entities and Key Personnel shall disclose gifts and aggregating more than \$50 in value made to board members, or to CalSTRS officers or employees.

5. 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 from an Entity or Key Personnel shall recuse themselves 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, Section 18933.

6. Disclosure Filing Timeline

The disclosure of campaign contributions, charitable contributions, and gifts shall be made on the Third Party Economic Interest Disclosure (Form 600-H) as follows:

- a. Upon submission of an initial application or proposal to do business with CalSTRS (for the preceding 12-month period).

- b. At the time a contract is entered into between the Entity and CalSTRS (to cover the interim period following the submission of a Form 600-H pursuant to subsection 6(A) above).
- c. Annually, on or before April 1 for the previous calendar year. You are not required to file an annual Form 600-H under this subsection if a Form 600-H has been filed with CalSTRS in accordance with subsection (6)(B) between October 1 and December 31 of the preceding year.
- d. Within five (5) calendar days of a change in Key Personnel, the new Key Personnel shall file a Form 600-H.

7. Sanctions for Violation of Policy

The general counsel is responsible for causing an investigation of any reported violation of this policy. Any violation may lead to one or more of the following: (1) immediate termination of any agreement/contract, (2) CalSTRS withholding future payments on any existing agreement/contract, and/or (3) disqualification from future business with CalSTRS for a period of two years following a determination that a violation has occurred. These sanctions will be at CalSTRS' sole discretion and upon written notice from CalSTRS to the entity. The general counsel shall provide a report of violations to the Audits and Risk Management (ARM) Committee.

8. Application of Policy

Nothing in this policy supersedes any provision of state law. Those Entities engaged in business with CalSTRS 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: Ed. Code, § 22363; Gov. Code, §§ 82019, 82048; Cal. Code Regs., tit. 2, § 18700.3. History: Amended December 7, 2006; Amended June 6, 2007; Amended February 7, 2008; Amended April 8, 2016; Amended January 31, 2019; Amended January 31, 2020 [to reflect gender-neutral language and change the California Code of Regulations citations in subsection 5(b) from section 18943 to section 18933]; Amended November 5, 2021 [updated Sanctions for Violation of Policy section].

Form 600-H

THIRD PARTY ECONOMIC INTEREST DISCLOSURE

Pursuant to Section 4, subsection G, of the Teachers' Retirement Board Governance Manual, entitled "Third Party Economic Interest Disclosure Policy", any Entity/Entities and its Key Personnel who engage in business with CalSTRS are required to make specific public disclosures.¹ Entities and each of their Key Personnel must complete and file separate forms. The below identified Entity/Entities or its Key Personnel hereby make the following disclosures. (Please attach other sheets if more space is needed for disclosure and indicate enclosures.)

Identification of Filer (Key Personnel or Entity – separate filings required)

Name of Entity:		Reported on behalf of Entity <input type="checkbox"/>
Key Personnel or Person Making Disclosure:		
Relationship Category (Please choose the one that is most appropriate to this relationship):		
<input type="checkbox"/> Investment		
If Other:		
<input type="checkbox"/> Non-Investment		
Contractor / Consultant - Description of Service Provided:		
		Investment Asset Class If Other:

Mailing Address:					
	Number	Street	City/Locality	State/Province	Zip
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:

	A. At Solicitation of an initial application or proposal to do business with CalSTRS (covers preceding 12-month period)
—	B. At Contract/Agreement for execution of services (signature) to cover the interim period since the initial application
—	C. Annual disclosure for the previous calendar year
—	D. New Key Personnel

¹ See Teachers' Retirement Board Governance Manual Section 4, subsection G (1)(a) and (b) for definitions of Entity, Entities and Key Personnel.

Form 600-H

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

3. Disclosure of Gifts²

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.

☐ **Nothing to report**

☐ Attachment is enclosed

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

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 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 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 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).

CERTIFICATION OF CONTRACTOR'S EMPLOYEE BACKGROUND INVESTIGATION

Contractor Firm Name ("Contractor"): _____

Contractor, as a condition of providing Services as set forth in the above-referenced Agreement, certifies the following:

1. Contractor has agreed to and will comply with the CalSTRS Contractor Background Investigation Policy, attached and incorporated into the Agreement.
2. Prior to assigning any of Contractor's employees ("Contractor Personnel") to perform the services called for in the Agreement or providing such individuals access to CalSTRS information (the "CalSTRS Assignment"), Contractor will perform a background investigation on such individuals that complies with the CalSTRS Contractor Background Investigation Policy and applicable law ("Background Investigation").
3. Contractor has performed a Background Investigation on those Contractor Personnel identified on page 2 of this exhibit and hereby certifies that such individual(s) is/are qualified and suitable to work on the CalSTRS Assignment.
4. To the extent Contractor intends to assign any additional Contractor Personnel to the CalSTRS Assignment hereafter, Contractor agrees to provide CalSTRS with an updated Certification covering such individual(s) prior to their work on the CalSTRS Assignment.
5. On an annual basis, Contractor agrees to certify, in writing, that it has not received information related to any Contractor Personnel which would justify removing such individual from the CalSTRS Assignment.
6. Contractor has been informed and understands that any violation of this certification may result in the termination of the Agreement, at CalSTRS' election. The termination of the Agreement shall not be construed to limit any remedy CalSTRS might have under applicable law.

I, _____ (printed name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in _____ (city), _____ (state)

on _____.

Authorized Signature

Title

Contractor Personnel

Contractor agrees to conduct a Background Investigation of the following named Contractor Personnel and certify their qualification prior to any CalSTRS Assignment:

- 1.
- 2.
- 3.
- 4.
- 5.

SAMPLE

This form is intended for external use only

Authorized Representative Name: _____

Organizational Title: _____

Entity Name: _____

By signing this form, I, the 'Authorized Representative,' hereby represent and warrant that I have the authority to act on behalf of the entity, and its employees, hereinafter collectively referred to as the 'Entity,' and that I am duly authorized to enter into and execute such agreements on behalf of the Entity. I further acknowledge that the terms of this agreement are binding upon the Entity.

I also personally agree to abide by the terms and conditions set forth herein and accept personal responsibility for compliance with this agreement. Additionally, I commit to provide the necessary training and education to the Entity regarding the terms, obligations, and responsibilities outlined in this agreement.

Furthermore, both the Entity and I acknowledge that we:

- Must ensure the upmost protection of any data, whether it be confidential, sensitive or personally identifiable information, from any unauthorized individuals or parties, without exception, as required by applicable laws, regulations and CalSTRS policies and standards.
- Have a collective responsibility to protect CalSTRS' business data and information.
- Acknowledge that CalSTRS strictly enforces information security.
- Understand that accessing member accounts of family, friends and acquaintances is strictly forbidden.

Any breach of confidentiality, unauthorized access, disclosure or mishandling of such data puts CalSTRS' information at risk, is potentially illegal, and may result in disciplinary actions, including but not limited to legal consequences and termination of the associated contract. Protecting CalSTRS intellectual property from unauthorized access is of paramount importance to the parties involved, and failure to uphold this commitment will be met with strict consequences to maintain the trust and integrity of CalSTRS.

Authorized Representative Name (print)	Signature	Date
--	-----------	------

We/I agree to protect all confidential, sensitive, and personally identifiable information from unauthorized access, disclosure, or mishandling including, but not limited to:

- Member account information.
- Claimant and member employer information.
- Information pertaining to individuals that either concerns their personal life or serves to identify or describe an individual.

- Other agencies' confidential and proprietary information.
- Employee personnel, medical or other personally identifiable 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.

We/I agree to protect the foregoing information in the following ways:

- Access, inspect, use, store, disclose or modify information *only* to perform official duties.
- Never access, attempt to access, inspect, store, use, disclose or modify information, including my own, for curiosity, personal gain or any non-business-related reason.
- Secure CalSTRS electronic or physical documents containing confidential, sensitive or personal information only in an approved CalSTRS storage facility.
- Video or photographs of non-public areas of CalSTRS is only permitted with CalSTRS issued devices and only if authorized by your CalSTRS supervisor/manager.
- Never make video or audio recordings of CalSTRS' personnel or non-public activities without express written permission from your CalSTRS supervisor/manager and the individuals involved.
- Comply with all CalSTRS policies, standards and procedures for secure transportation, handling, storage and destruction of data.
- Return all CalSTRS owned devices and immediately cease using User ID and password upon separation from CalSTRS.
- Always lock (Ctrl + Alt + Del, then click 'Lock' or Windows key + L) computer systems if you intend to leave them unattended.

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

We/I expressly consent to CalSTRS monitoring all our devices and activities used to conduct or discuss CalSTRS business or data and acknowledge that there is no expectation of privacy related to any information including, but not limited to, personal or business email accounts or devices such as computers or phones, access to CalSTRS systems or facilities, CalSTRS network and server information and any electronic or physical data. Any information gathered may become discoverable as evidence in a court of law when relevant to legal proceedings or investigations such as Public Records Act (PRA) requests.

Authorized Representative Name (print)

Signature

Date

REFERENCE

CalSTRS' Information Security Policy; Civil Code section 1798 et seq; Education Code section 22306, Government Code section 11019.9; Federal Acquisition Regulation (48 CFR 27.402 Policy), and State Administrative Manual section 5300-5360.1

CERTIFICATION

I certify that I have read this document and understand information security is strictly enforced. I certify that unauthorized access, inspection, use, storage, disclosure or modification of confidential, sensitive, non-public or personal information, including my own, or any attempt to engage in, or failure to prevent such acts is prohibited. Noncompliance with this agreement or attempt to circumvent any information security policy, standard, procedure or control puts CalSTRS' information at risk, is potentially illegal and may be grounds for legal action taken against me and the Entity.

Authorized Representative Name (print)

Signature

Date

ASSISTANCE

Contact the CalSTRS Legal Department at (916) 414-1724 if you have questions or need assistance completing the form.

PERSONAL HISTORY STATEMENT FOR

CONTRACTED EMPLOYEE NAME

It is CalSTRS' policy to prevent a conflict of interest that could arise from having employees or contracted employees work on, or have access to, the records and accounts of CalSTRS employees, members, or beneficiaries with whom they have a personal relationship.

A member or beneficiary is: (1) any teacher or other certificated staff member in a California school district kindergarten through community college who is active or retired from such a position; (2) a member of the Cash Balance Program; (3) a member of the Defined Benefits Program; or (4) someone who is a survivor of someone who retired from such a position.

A Personal Relationship, includes, but is not limited to, associations with individuals by: (1) blood, adoption, and guardianship (i.e., mother, father, daughter, son, sister, brother, half-sister, half-brother, grandparents, grandchild, aunt, uncle, niece, nephew, or first cousin); (2) marriage or previous marriage (i.e., current or former spouse, in-laws, stepmother, stepfather, stepson, stepdaughter, stepsister, or stepbrother); (3) domestic partnership and/or cohabitation (i.e., current or former domestic partner or cohabitants, or their relatives); or (4) any other type of romantic relationship (i.e., girlfriend or boyfriend).

Please provide us the name(s) of any individual(s), to the best of your knowledge, to whom you have a personal relationship as defined above, who is currently a member or beneficiary of CalSTRS, a current CalSTRS employee or CalSTRS contractor. Follow the instructions below:

1. Insert your name in the *Contracted Employee Name* space at the top of the page.
2. List the name(s) of persons in the table below for which you have a personal relationship.
3. Place an X next to the name(s) to indicate the applicable relationship category.
4. If you have no relationship(s) as defined above, leave the table below blank.

Name	CalSTRS Employee	CalSTRS Contractor	CalSTRS Member/Beneficiary

Signature

Date

**BUSINESS AND TRAVEL REIMBURSEMENTS FOR
EXCLUDED/NONREPRESENTED EMPLOYEES**

I. Meals and Incidentals

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

Effective September 1, 2013 until further notice:

Breakfast up to	\$ 7.00
Lunch up to	\$11.00
Dinner up to	\$23.00
Incidentals up to	\$ 5.00

II. 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.

III. Lodging

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

Effective July 1, 2016 until further notice:

- A. Statewide, except as in (B), (C), (D), and (E) below, actual receipted lodging up to \$90.00 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Napa, Riverside, and Sacramento, reimbursement will be for actual receipted lodging to a maximum of \$95.00 plus tax.
- C. When required to conduct State business and obtain lodging in the County of Marin, reimbursement will be for actual receipted lodging to a maximum of \$110.00 plus tax.
- D. When required to conduct State business and obtain lodging at Edwards Air Force Base, and the counties of Orange, Ventura, and Los Angeles (excludes the City of Santa Monica), reimbursement will be for actual receipted lodging to a maximum of \$120.00 plus tax.
- E. When required to conduct State business and obtain lodging in the counties of Monterey and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$125.00 plus tax.

- F. When required to conduct State business and obtain lodging in the counties of Alameda, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140.00 plus tax.
- G. When required to conduct State business and obtain lodging in the County of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$150.00 plus tax.
- H. When required to conduct State business and obtain lodging in the County of San Francisco, reimbursement will be for actual receipted lodging to a maximum of \$250.00 plus tax.

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

IV. Mileage

Effective January 1, 2019 until further notice

Privately owned vehicle on State business can be claimed at the rate of \$.58 cents per mile.

V. 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.

**See Instructions and *Privacy
Statement On Reverse Side**

Page _____ of _____ Pages

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	ZIP CODE	



(1) NORMAL WORK HOURS	(2) PRIVATE VEHICLE LICENSE NUMBER	(3) MILEAGE RATE CLAIMED
-----------------------	------------------------------------	--------------------------


[illegible][illegible]

(14) PURPOSE OF TRIP, REMARKS AND DETAILS (Attach receipts/vouchers when required)

AGENCY ACCOUNTING OFFICE USE ONLY	
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 as prescribed by SAM Sections 0750, 0751, 0752, 0753 and 0754 pertaining to vehicle safety and seat belt usage.

CLAIMANT'S SIGNATURE	DATE	(16) SIGNATURE OF OFFICER APPROVING TRAVEL AND PAYMENT	DATE
			

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

STATE OF CALIFORNIA – DEPARTMENT OF PERSONNEL ADMINISTRATION
TRAVEL EXPENSE CLAIM
STD. 262 (REV. 9/2007)

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) **NORMAL WORK HOURS**—Enter your beginning and ending normal work hours using twenty-four-hour clock (example: 0800 = 8:00 a.m.).
- (2) **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.
- (3) **MILEAGE RATE CLAIMED**—Enter the rate of reimbursement being claimed for private vehicle use. Rate will not exceed rate established in contracts and DPA rule 599.631.
- (4) **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.
- (5) **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.
- (6) **LOCATIONS WHERE EXPENSES WERE INCURRED**—Enter the name of the city, town, or location where expenses were incurred. Abbreviations may be used.
- (7) **LODGING**—Enter the actual cost of the lodging in accordance with and not to exceed the maximum amount authorized by current Department of Personnel Administration (DPA) regulations and bargaining agreements. A receipt is required for any lodging expense.
- (8) **MEALS**—Enter the actual cost of each meal not to exceed the maximum amount for each meal as authorized by current DPA regulations and in accordance with bargaining agreements. Dinner column is to be used to claim dinner on regular travel, overtime meals, and long term and relocation daily meal expenses. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense.
- 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.
- (9) **INCIDENTALS**—The term incidentals includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls. Enter the total actual cost of incidentals not to exceed the maximum amount authorized by current DPA regulations and agreements.
- (10) **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 purchased 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 streetcar, ferry, local rapid transit, taxi, shuttle or hotel-bus fares, bridge and road tolls, and parking charges; attach a voucher for any parking charge in excess of \$10.00 for any one continuous period of parking and each item of expense in this item.
- (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 and DPA regulations 599.631.
- (11) **BUSINESS EXPENSE**—Claims for phone calls must include the place and party called. If charge exceeds \$5.00, 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.
- (12) **ENTER TOTAL EXPENSES FOR DAY**
- (13) **ENTER SUBTOTALS OR TOTALS**
- (14) **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.
- (15) **CLAIMANT'S CERTIFICATION AND SIGNATURE**—Your signature certifies that expenses claimed were actually incurred as a result of conducting state business and that the cost of operating the vehicle 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 Sections 599.635 and 599.635.1 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.

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
WORK AUTHORIZATION

CONTRACT NUMBER: _____ REQUESTED BY: _____

THE APPROVED WORK AUTHORIZATION SHALL BECOME A PART OF THE AGREEMENT

In accordance with Exhibit X, Scope of Work Section X, Project Assignment, CalSTRS directs the Contractor to perform the following work:

Contractor's Estimated Hours to Complete: _____

Consultant: _____	Hourly Rate: _____	Estimate # of Hours: _____
Consultant: _____	Hourly Rate: _____	Estimate # of Hours: _____
Consultant: _____	Hourly Rate: _____	Estimate # of Hours: _____
Consultant: _____	Hourly Rate: _____	Estimate # of Hours: _____

Contractor's Estimated Total Cost of this Work Authorization: \$ _____

Estimated Delay to Delivery Date: _____

APPROVALS: *(All Work Authorizations must be approved in writing by both parties.)*

(Contractor) Approved by: _____ Date: _____
Name and Title: _____

(CalSTRS) Approved by: _____ Date: _____
Name and Title: _____