



**Fresno County  
Employees' Retirement  
Association**

**Request for Proposal**

**To Perform Board Legal Counsel Services**

*July 15, 2015*

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### Attachments:

- A. Board Counsel Position Description
- B. Sample Legal Agreement

I.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the Fresno County Employees' Retirement Association (FCERA):

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposer, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to FCERA that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Proposer: \_\_\_\_\_

\*Type of Business:     Individual doing business under own name             Corporations  
                                   Individual doing business using a firm name             Partnership  
                                   Joint Venture (Please attach Joint Venture Agreement)

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_.

Dated: \_\_\_\_\_.

By: \_\_\_\_\_.

(Signature)

(Print Initials)

Name: \_\_\_\_\_.

(Type or Print Name)

Title: \_\_\_\_\_.

Email Address: \_\_\_\_\_.

Telephone Number: \_\_\_\_\_ Fax Number : \_\_\_\_\_.

\*To be signed by authorized corporate officer or partner or individual submitting the proposal.

**EXAMPLE**

**If Proposer is:**

**Sign:**

1. An individual doing business under own name ..... Your name only
2. An individual using a firm name ..... John Doe, an individual doing business as Blank Company
3. A Partnership .....John Doe and Richard Roe, partners doing business as  
Blank Company, By John Doe, partner
4. A Corporation ..... Blank Company, by John Doe, secretary (or other title)

**Note: The above Non-collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

II.

**CERTIFICATE OF INSURANCE**  
**CHECKLIST**

Provided to assist the proposer in meeting the required insurance provisions found in Section 9 of the sample legal Agreement (Attachment B).

Proposer \_\_\_\_\_ **BID Name.** Board Legal Counsel 2015-07-15.

	<u>Gen.</u> <u>Liab.</u>	<u>Auto</u>	<u>Wrkrs.</u> <u>Comp</u>	<u>E &amp; O</u>	
• The correct proposer name is listed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• NAIC # of insurers is provided on the certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Policy limits of insurance meet requirements in the agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Deductibles are declared and approved or waived by FCERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Expiration date of policy is 6 months or more into the future	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• 30 - day notice of cancellation included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Certificate Holder is "Fresno County Employees' Retirement Association" (FCERA) (Note: "Fresno County – CSA" for example is not acceptable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Endorsement naming "Fresno County Employees' Retirement Association" (FCERA) as "Additional Insured" included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Waiver of Subrogation endorsement included (Worker's Compensation only)			<input type="checkbox"/>		
• Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Best's rating of no less than A-, and Financial Size Category of at least VII (for all "Insurers" listed on Certificate; State Fund is okay/an exception) <a href="http://www3.ambest.com/ratings/advanced.asp?bl=0&amp;Menu=Search+Best%27s+Ratings">http://www3.ambest.com/ratings/advanced.asp?bl=0&amp;Menu=Search+Best%27s+Ratings</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A

Comments:

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III.

**Introduction and Background**

FCERA is soliciting proposals from qualified law firms and individuals to provide Board Legal counsel services to FCERA Board and FCERA staff. It is FCERA's intent to obtain the services of one firm or individual to begin providing services in November 2015.

The Fresno County Employees' Retirement Association (FCERA) is an independent multi-employer public retirement trust established pursuant to California Government Code Section 31450 et seq. Under the provisions of the Government Code, the administration and investment of assets is governed by a nine member and one alternate Board of Trustees. Three of the trustees are elected by the active members, one trustee and one alternate are elected by the retired members, four are appointed by the Board of Supervisors and the County Treasurer is an ex-officio member of the Board of Trustees.

FCERA's thirty member staff administers benefits for the County of Fresno, Fresno Superior Courts, Fresno Madera Area Agency on Aging, Clovis Veterans Memorial District, and Fresno Mosquito and Vector Control District. FCERA currently administers retirement benefits for approximately 8,300 active members (including members in deferred retirement status) and 6,600 retired members and beneficiaries. The active membership is composed of general and safety classifications, each with multiple tiers. Each member classification/tier has a different benefit formula. Member contribution rates are established pursuant to state law and associated bargaining agreements. The County contribution rate is established based on the Plan Actuary's recommendation. FCERA currently administers approximately \$4.0 billion in plan assets.

FCERA retains the services of other attorneys to perform legal counsel services on disability retirement applications, divorce, investments, fiduciary and tax issues.

IV.

**Services to be Provided**

A. **Board Legal Counsel Services**

On April 9, 2015, Daniel Cederborg, Fresno County Counsel, wrote that his office would withdraw as counsel to FCERA Board of Retirement, due to a partial conflict of interest, effective immediately. As a result, the FCERA Retirement Board directed staff to issue an RFP for legal services.

See Attachment A – Board Counsel Position Description

See Attachment B – Sample Legal Agreement

V.

**Engagement Process**

The following timetable outlines the anticipated conduct of the process:

Request for Proposal (RFP) issued:	July 15, 2015
Deadline for Questions and clarifications	July 31, 2015
Due Date for submission of proposals	August 7, 2015
Evaluation of Proposals	August 10 - 14, 2015
Finalist Interviews (if needed)	September 2, 2015
Contract Finalization	October 7, 2015 or shortly thereafter

VI.

**General Conditions and Instructions To Proposer**

A. **Proposal Content and Quantity**

Proposals must be submitted in the format identified in Section VII, Paragraph I - Submission of Proposals and Paragraph J - Proposal Elements. All items shall be filled in and the signatures of all persons signing shall be written in longhand. FCERA may not consider proposals not submitted in the format specified.

Mistakes must be corrected and the correction inserted; the person signing the Proposal must initial the correction in ink.

**Five hard copies of the proposal and one electronic copy should be submitted. If proposals are bound, one additional copy should be submitted unbound. Proposals shall clearly identify the project name, and RFP response date August 7, 2015, on the outside of the envelope and be delivered in a sealed envelope no later than 4:00 p.m. to:**

Becky Van Wyk, Assistant Retirement Administrator  
Fresno County Employees' Retirement Association  
1111 H Street  
Fresno, CA 93721

Proposals received after that time shall be returned unopened to the respective Proposer and shall not be considered for evaluation.

B. Awarding Contract

Within ninety (90) days after the proposal opening, a contract may be awarded by FCERA to the most responsible and responsive Proposer/s, subject to the right of FCERA to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding the contracts may be extended at the sole discretion of FCERA, if required to evaluate proposals or for such other purposes as FCERA may determine, **unless Proposer objects to such extension in writing with his proposal.**

C. Form Agreement; Exceptions and Alternatives.

A sample Agreement (Attachment B) is attached for the purpose of informing the Proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. The Agreement by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the Proposer suggests alternatives or states exceptions to any term or condition in the Agreement or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proposer will be expected to sign the Agreement upon award of the contract. Any proposed alternative must satisfy all minimum qualifications specified in the RFP. FCERA expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as nonconforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of FCERA.

These provisions are subject to revision by FCERA at any time prior to the signing of the Agreement.

**Proposer shall submit the following documents as a response to this RFP:**

- Return entire RFP package completed and signed.
- Complete and sign a Federal W9 form (Request for Taxpayer Identification Number and Certification).
- Complete and sign a California 590 form (Withholding Exemption Certificate)
- Any exceptions to the terms and conditions of this RFP, sample Agreement, and insurance requirements (see "insurance checklist) must be submitted with the proposal response.



FCERA does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

D. Protest and Appeal Procedures

1. General

Proposers wishing to protest or appeal a contracting decision by FCERA must follow the procedures provided by this section. Protests or appeals, which are not submitted in accordance with these procedures, will not be reviewed.

2. Definitions

- a. For the purposes of this procedure: "Days" means business days of FCERA.
- b. "Filing Date" or "Submission Date" means the date of receipt by FCERA in care of Becky Van Wyk, Assistant Retirement Administrator
- c. "Interested Party" means an actual or prospective bidder or proposer.
- d. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated contracts.

3. Protest Procedure

- a. Any interested party may file a written protest with FCERA not later than five (5) days after award of the bid.
- b. The protest shall be delivered or sent by registered mail. Interested parties may be represented by legal counsel if they desire. Each party shall bear its own costs and fees in connection with protest or appeal.
- c. The protest filed with FCERA shall:
  - Include the name, address, and business telephone number of the protestor;
  - Identify the search under protest by name, quotation/bid number where applicable, and quotation/bid date where applicable;
  - Contain a concise statement of the grounds for protest; and
  - Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be reviewed.

4. Protest Review

- a. Upon receipt of a protest, FCERA shall review all the submitted materials and shall create and retain a written record of the review. FCERA shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- b. FCERA decisions may be appealed in writing to the Fresno County Employees' Retirement Association Board of Retirement. The decision of the Board of Retirement shall be final.

## VII.

### Additional Terms And Conditions

#### A. Cost of Preparation of Proposal

FCERA shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

#### B. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of FCERA and will be kept confidential until such time as recommendation for award of a contract has been announced.

Any material that the Proposer believes is exempt from public disclosure and confidential or proprietary should be marked "**Confidential**" or "**Proprietary**". After the RFP is awarded to the successful Proposer/s all submitted material becomes public information unless marked "Confidential" or "Proprietary". FCERA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. Submissions marked "confidential" in their entirety will not be honored as such and FCERA will not deny public disclosure of all or any portion of submittals so marked.

#### C. Public Records Act

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as trade secrets and which are reasonably deemed by FCERA as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations. By submitting information with portions marked "Confidential" or "Proprietary", the Proposer represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse FCERA for, and to indemnify, defend and hold harmless FCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys'

fees, expenses court costs of any nature whatsoever (collectively, "Claims") arising from or relating to FCERA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

D. Modification to Service Requirements

The Service Requirements (see attachment A) may be amended to meet available funding or to best meet the needs of FCERA. In the event that any additional services are required as identified herein, FCERA reserves the right to add such services by amending the Agreement.

E. Right of FCERA to Reject Proposals

FCERA reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project, which may include portions of the originally proposed project, as FCERA may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

F. Insurance Provisions

The "Insurance Provisions" contained in Section 9 of the sample Agreement is/are hereby made a part of this RFP and any resultant contract. The Proposer shall acknowledge in the proposal responses the ability to meet the below insurance requirements and the requirements contained in Section 9 of the sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The responder awarded the Agreement shall provide FCERA with a certificate of insurance and endorsements meeting and/or containing the following:

- Policy limits of insurance as required in the "sample" agreement Section 9
- Deductibles shall be declared
- NAIC# for insurers shall be provided on the certificate
- 30 - day notice of cancellation
- Certificate Holder is "Fresno County Employees' Retirement Association"
- Endorsement naming "Fresno County Employees' Retirement Association" as additional insured (GL and Auto)
- Waiver of subrogation (Workers' Compensation Section 9.A(3))
- Carrier admitted/licensed to issue insurance in California
- Best's rating of no less than A-, and Financial Size Category of at least VII

An "Insurance Checklist" is included in this RFP package.

G. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

H. Examination of Proposal Documents - Proposal Inquiries

The Proposers shall carefully examine the Proposal Elements and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Proposal Elements and the directions explaining or interpreting them.

Should a Proposer find discrepancies in or omissions from the Proposal Elements, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify FCERA. **Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal due date.** Any interpretations by FCERA will be made in the same written form as received including e-mail, and will serve as an addendum to the RFP. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Questions/Inquiries must be submitted via e-mail, to: [bvanwyk@co.fresno.ca.us](mailto:bvanwyk@co.fresno.ca.us) or in written form and referred to:

FCERA  
c/o Becky Van Wyk, Assistant Retirement Administrator  
1111 H Street  
Fresno, Ca 93721

E-mail inquiries will be accepted until 5:00 p.m. on **July 31, 2015**. Any inquiries in written form other than e-mail are to be submitted at least ten (10) days before the proposal due date. All inquiries must identify the RFP section and page number to which the inquiry refers.

I. Submission of Proposals

The submission of a proposal(s) is a two (2) phase process. Proposal(s) are to consist of two (2) separately sealed envelopes, one marked "PROPOSAL" and the other marked "RFP-PRICING" and shall be submitted to FCERA at the place and time specified in this Notice.

During phase one (1) the Proposal Statements and RFP-Pricing will be received by FCERA. However, only the Proposal Statements will be opened at that time. The FCERA Staff will review Proposal Statements. The sealed pricing will remain so until the staff has completed the evaluation of the Proposal Statements. Upon notification of the completion of the evaluation of the Proposal Statements, the sealed pricing will be opened and the RFP-Pricing results will be calculated. The final evaluation results will be transmitted via email to the Board of Retirement.

In phase two (2), the Board of Retirement shall evaluate the pricing and select the proposal(s), which is/are considered to be the most effective and is/are in the best interest of FCERA.

J. Proposal Elements

The "PROPOSAL" response has two (2) elements as noted above - Proposal statements and RFP-Pricing. Each of the proposal elements, shall be preceded by an 8 ½" by 11" tab divider, with each sub section clearly labeled. Proposal documents not identified, if any, shall be included in a sub section labeled "Other RFP documents."

Electronic submissions shall be searchable and contain a linked table of contents.

Below are the detailed sections of the Proposal statement. Proposers shall address the sections as indicated:

1. Qualifications

Please submit your qualifications, which include a complete Company profile of your firm outlining its background, philosophy and experience and information about your firm's ability to perform the work. This section of the Proposal shall include responses to the following:

a. Organizational and Background

- (1) Number of years in business as a law firm
- (2) Brief history of the firm, including ownership structure, key principals and current organization structure (including the relationship between each component and your firm)
- (3) What distinguishes your firm from other law firms?

- (4) Describe any services your organization provides that may not be offered by other law firms.
- (5) Describe the independence your firm brings to a consulting relationship, including the advantages of having or not having partnerships and/or business affiliations.
- (6) Describe the services your firm provides and give the percentage of revenue derived from public employee retirement system legal services.
- (7) State the address of your corporate office. What office will service FCERA's account? How is that office staffed? What are the strengths of the staff in that office?
- (8) Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management. Attach resumes, and any certifications or licenses of these individuals.
- (9) List of references that have used your services. List names, addresses, telephone numbers and contact persons. List as references all 1937 Act clients.
- (10) List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers, e-mail addresses, and contact persons.
- (11) Within the past three years, have there been any significant developments in your organization such as changes in ownership, restructuring or personnel reorganizations? Do you anticipate significant changes in your organization?

b. Delivery of Services

- (1) Provide a description of your company's understanding of the specific project goals and requirements for the service(s) for which you are proposing. Provide highlights that are particularly significant to the delivery of that particular service.
- (2) Approach and Understanding of Requirements:

Submit a technical proposal describing a sample scope of work including specifying tasks that would be completed to accomplish the Service Requirements outlined in Attachment A. This shall include a statement of

approach to the services, including a sample work plan, timeline, staffing procedures and resource plan.

Proposers shall identify what co-ordination and meetings FCERA will be required to provide. Describe your firm's backup procedures in the event that key personnel on this assignment should leave the firm. Describe the resources your firm has that specifically address the needs related to pensions of public sector clients.

**IT IS IMPORTANT THAT A COMPLETE DESCRIPTION BE PROVIDED.**

c. Standards of Conduct

- (1) Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?
- (2) How are your recommendations to clients reviewed and monitored by your organization? Does your firm adhere to a level of consistency in your recommendations?
- (3) Within the last five years, has your organization or an officer or principal been involved in litigation or other legal proceedings relating to your Board Legal counsel services assignments? If so, please provide an explanation and indicate the current status or disposition. If any of these were resolved adversely, would they represent a potentially significant financial liability to your firm? If so, please describe.
- (4) Has your firm ever been censured by any regulatory body? If so, please describe.

d. Conflicts of Interest:

- (1) Are there any potential conflict of interest issues your firm would have in servicing FCERA? If so, describe them.
- (2) How does your firm identify and manage conflicts of interest?
- (3) Have you or anyone in your firm provided any gifts, travel and room expenses, entertainment or meals to any FCERA Board member or staff during the past 12 months? If yes, please describe the amount of expenses and what it was for.
- (4) List and describe any professional relationship you have with the County of Fresno, Fresno Superior Courts, Fresno Madera Area Agency on Aging, Clovis

Veterans Memorial District, Fresno Mosquito and Vector Control District, or legislative oversight bodies during the past three years.

e. Consulting team:

- (1) Please provide contact information for each professional that will be assigned to FCERA in a grid format similar to this:

Name  
Title  
Address  
Business Phone  
Business Fax  
E-mail Address

- (2) Please describe the role of each professional for this assignment.
- (3) Please describe your team's experience with similar work performed for other public retirement systems or corporate pensions.

f. Insurance and liability:

- (1) What limitation on liability, if any, do you impose through your contract?
- (2) Please describe the levels of coverage for errors and omissions insurance and any fiduciary or professional liability insurance your firm carries. Is the coverage on a per client basis, or is the dollar figure applied to the firm as a whole? List the insurance carriers.
- (3) Describe your quality assurance procedures.
- (4) Describe your firm's disaster recovery plan as it relates to the equipment, software, and data tapes and personnel that would be used in providing the services required by FCERA.

g. Subcontracting:

- (1) If your firm uses the services of a subcontractor, please identify the subcontractor and describe the skills and qualifications of the subcontractor and its individual employees.
- (2) Describe what portions of the project will be assigned to the subcontractor.



- (3) Identify the cost associated with the portions of the project assigned to the subcontractor.
  - (4) Describe the inclusive periods and percentage of time the subcontractor will devote to the project.
  - (5) Describe the contractual arrangement contemplated with each subcontractor and describe generally the control/delegation of responsibilities anticipated in that arrangement.
- h. Other Information:
- (1) Provide any additional information that you believe to be relevant to the RFP and your capability to provide the services requested.

## VIII.

### Required Appendices

#### **Appendix A. Biographies**

Please include biographies for all professionals listed in your proposal. Indicate what year each professional joined your firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations.

#### **Appendix B. Annual Financial Report**

Please attach your firm's current Annual Financial Report.

#### **Appendix C. Sample Contract or Agreement**

Please attach a sample service contract or agreement your firm uses.

## IX.

### RFP-PRICING

As set forth in section VII, paragraph I, submit a separate sealed envelope with a document that details the costs to FCERA for the proposal being submitted. **Please submit pricing using both an hourly rate, and on a retainer basis, identifying the total number of hours included under each pricing option.**

Anticipated Annual Service Commitment:

- 24 Board Meetings Days – 2 to 6 hours each, plus preparation time.
- 20 Agenda Review Meetings – 1 to 2 hours each, plus preparation time.
- Agenda Item Reviews – preparation time 1 to 2 hours an item, 5 items a meeting day on average.
- Periodic Monthly Calls – 1 to 5 hours each month.

In determining the fees/hourly rates proposed by each Proposer, FCERA shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times FCERA's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of FCERA, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Total price score is a proportional score using the lowest fees/hourly rates as the benchmark, rounded to the nearest whole number. This 100 possible points is neither per evaluator nor an aggregate score of the evaluators.

The formula for the weight assigned to the pricing is as follows:

$35 = (\text{lowest fees/hourly rates})$

$X\% = (\text{lowest fees/hourly rates} / \text{next lowest fees/hourly rates})$

$\text{Weight assigned to pricing} = (X\% * 35)$

**X.**

**Evaluation of Proposals**

The objective of this evaluation is to perform a thorough and fair evaluation of Proposer responses and facilitate the selection of a solution that best satisfies FCERA requirements. The following describes the evaluation process and associated components.

(1) Selection Process

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Proposer concerning the type of information that shall

be used by the staff. Proposers shall be prepared to respond to requests by the staff for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that FCERA, at their option, may award this proposal on the basis of the initial proposals.

(2) Evaluation Steps

**It is anticipated that the following steps will be performed by the staff in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.**

- Step 1 Review and Evaluation of proposal
- Step 2 Proposer Interviews (optional)
- Step 3 Ranking of Proposals
- Step 4 Recommendation of Award

The staff shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee shall rate the Proposers separately. The scores of each of the Committee members shall then be aggregated to provide a total score for each of the Proposers.

The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

<u>Evaluation Categories</u>	<u>Maximum Weight Possible</u>
Proposal Response	5
General Qualifications	25
California Public Retirement Experience	10
Understanding of the Project	<u>25</u>
Sub Total for Proposal Points	65
Cost	<u>35</u>
Total Possible Weight	100

The overall proposal weight (OPW) formula is as follows:

$$(\text{Aggregate proposal weight} + \text{pricing weight}) = \text{OPW}$$

Should FCERA exercise the option to interview, only those firms or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list". Those on the

interview list shall be requested to make a formal presentation of their proposals to the FCERA Board of Retirement. On the basis of the oral presentation and the written proposal, the Board of Retirement shall make a final decision.

(3) Award

Award(s) will be made to the qualified proposer(s) whose proposal(s) will be most advantageous to FCERA, with price and all other factors considered. All proposals received after the time specified in this Notice will not be considered and will be returned unopened.