

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

NUMBER: 964-5243

### DEFERRED COMPENSATION RECORD KEEPER

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Issue Date: February 13, 2014

Closing Date: March 14, 2014

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle, Purchasing Manager, phone (559) 600-7114, e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us), or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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#### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

( )

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

---

PRINT NAME

TITLE

**COUNTY OF FRESNO PURCHASING**  
**STANDARD INSTRUCTIONS AND CONDITIONS FOR**  
**REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

**GENERAL CONDITIONS**

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with

his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due

the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor

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device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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## OVERVIEW

The County of Fresno on behalf of the Department of Personnel Services is requesting proposals from qualified vendors to provide the following:

Administrative, recordkeeping and participant education services for the County of Fresno 457 Deferred Compensation Plan (DCP). Heintzberger | Payne Advisers (HPA) will assist the County with the evaluation of proposals.

The objective of this RFP is to select a record keeper that is able to provide the requested services at a competitive fee. HPA will use the information collected through this RFP to provide The County with an assessment of your organization's capabilities and proposed services, and a comparison of projected annual administration fees.

Links the most current version of the following documents are located at the following address: <http://www2.co.fresno.ca.us/DCMC.htm>

Plan Document

Investment Policy Statement

Board Resolution

Contract with Great-West

Investment Agreements

### **About the Plan**

The County sponsors a 457 defined contribution plan. Plan assets were \$195.4 Million as of December 31, 2013. Recordkeeping and administrative services are currently provided by Great West Financial. HPA provides investment consulting to the plan and is responsible for assisting the County with the evaluation of responses to this RFP.

The Plan currently falls under the supervision of the Deferred Compensation Management Committee (DCMC). The DCMC meets no less than twice a year to review the performance of its service providers and monitor the investment options offered to plan participants.

Over the past year the DCMC has conducted fiduciary best practice training, executed a revised investment policy statement, and implemented a major overhaul to the plan's investment menu. The changes to the investment menu resulted in the reduction of redundant investment strategies, expanded the various asset classes represented in the menu, and focused on the adoption of the least expensive share classes available to the County for each investment vehicle.

Additionally, the County has also recently implemented "levelized" pricing for the handling of revenue sharing and fees assessed by its service providers. All revenue sharing received from the investments is credited back to plan participants (at the fund level). A uniform asset based fee (combination of the fee needed by the plan's service providers and a County administration fee which is approved through an annual budgeting process) is assessed to each participant's account.

Currently Great West Financial provides the following on-site services for the County

- Attend semi-annual DCMC meetings
- Bi-weekly new employee orientation. Current format has Great West presenting immediately after FCERA
- Four days of enrollment services per week (200 days per year)
- Respond to participant email and phone inquiries
- Group education meetings at all departments (2 group meetings per week)
- Attendance with a short presentation at all New Employee Orientation classes (approx. 25 per year)
- Attend annual benefit fair (two day event)
- Present participant activity report to the DCMC at each semi-annual meeting
- Once a month host a table with FCERA representative for drop-in participant consultations

The County would like to add the following on-site services:

- Incorporate pension and social security benefits into education materials and in-person education sessions.
- 2-3 (recorded) educational webinars
- Annual participant education planning session; focusing on key “outcome based” metrics to be presented and approved by the DCMC
- Annual report measuring the results and effectiveness of participant education initiatives
- Quarterly participant education activity report detailing all participant communication and education campaigns (e.g. group and individual meetings, webinars, mailings, workshops, etc.)



Plan Provisions	
<b>Category</b>	<b>County of Fresno 457(b) Deferred Compensation Plan</b>
<b>General</b>	
Plan type	457(b)
Plan year	January 1 to December 31
Eligible group	All Permanent Employees
Eligibility for employee contributions	Immediate
Eligibility for employer contributions	N/A
Entry dates	Immediate
Automatic enrollment	No
Eligibility determination	Determined by Great West and the County verifies
<b>Employee Contributions</b>	
Before-tax	Yes
Roth 457(b)	No
Catch-up	Yes
After-tax	No
Rollover	Yes
<b>Employer Contributions</b>	
Matching	None
<b>Contribution and Other Details</b>	
Contribution rate changes	Anytime (updated with payroll)
Automatic increases	No
Investment election changes for future contributions	Monthly
Vesting	There are no ER contributions to vest.
Forfeitures	N/A
Default investment	Great West Life Target Date Funds

<b>Plan Provisions</b>	
<b>Category</b>	<b>County of Fresno 457(b) Deferred Compensation Plan</b>
<b>Withdrawals and Loans</b>	
Hardship withdrawals	Yes
Other in-service withdrawals	Purchase Service Credit, De Minimis in-service distribution provision
Loans	Yes minimum of 1K
Mandatory distributions	No
<b>Other Provisions</b>	
Valuation frequency	Daily
Statement frequency	Quarterly
<b>Payroll Information</b>	
Number of payroll sources	2 money sources (pre-tax and loan repayments)
Payroll provider	
<ul style="list-style-type: none"> <li>• Provider/system</li> </ul>	PeopleSoft/Oracle HRMS
<ul style="list-style-type: none"> <li>• Transmission frequency</li> </ul>	Biweekly
<ul style="list-style-type: none"> <li>• Number of feeds per year</li> </ul>	26 or 27
<ul style="list-style-type: none"> <li>• Transmission media</li> </ul>	Encrypted spreadsheet available for record keeper to acquire
Provide full census data	Yes
<b>Participant Statistics – Approximate Annual Transactions</b>	
Total number of eligible employees:	6505
Number of participants with account balances:	4071
<ul style="list-style-type: none"> <li>• Actives</li> </ul>	2592
<ul style="list-style-type: none"> <li>• Terms</li> </ul>	1405
<ul style="list-style-type: none"> <li>• Retired-In Pay Status</li> </ul>	209

<b>Plan Provisions</b>	
<b>Category</b>	<b>County of Fresno 457(b) Deferred Compensation Plan</b>
Number of new enrollments (3 year average)	261
• 2011	226
• 2012	237
• 2013	321
Total Number of County Terminations (2013)	572
Annual account distributions:	187 total withdraws (68 were non-taxable rollovers and 119 were taxable distributions)
• 2013	
• 2012	250 total withdraws (86 were non-taxable rollovers and 164 were taxable distributions)
• 2011	422 total withdraws (75 were non-taxable rollovers and 347 were taxable distributions)
Annual number of hardship withdrawals	53
Annual number of QDROs	5
<b>Assets at End of Plan Year</b>	
2013	\$195,374,269

### Cash Flow Overview

<b>Net Annual Cash Flow (based on 2013 Plan Year)</b>	
<b>Type</b>	
Contributions	\$10,144,497
Distributions to Participants	\$11,460,380
Administrative Expenses	\$360,376
Total Net Cash Flow	-\$1,676,259

## KEY DATES

**RFP Issue Date:**

**February 13, 2014**

**Deadline for Written Requests for Interpretations or Corrections of RFP:**

**February 28, 2014 at 10:00 A.M.**

E-Mail: [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us)

**RFP Closing Date:**

**March 14, 2014 at 2:00 P.M.**

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

## PROPOSAL IDENTIFICATION SHEET

*RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL*

Our proposal is attached and identified as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within \_\_\_\_\_ calendar days after signing of the final contract.

Company: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Signed by: \_\_\_\_\_

\_\_\_\_\_ Print Name

\_\_\_\_\_ Print Title

( ) Telephone ( ) Fax Number E-mail Address

Date: \_\_\_\_\_

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.**

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of



Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Paul Nerland, Personnel Services, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*USB flash drives enclosed and nine (9) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) USB Flash Drives (i.e.: PDF file) containing the complete proposal excluding trade secrets. Flash drives should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the flash drive is not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than February 28, 2014 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

*NOTE:* The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

## SCOPE OF WORK

The County of Fresno on behalf of the Department of Personnel Services is requesting proposals from qualified vendors to provide the following:

Vendors must be able to, **at minimum**, provide the services outlined below. The Vendor Question section of the RFP will address your organization's approach and method for satisfying each of the listed items. All quoted fees should include providing the requested services outlined below.

### Communication & Education

- Provide representatives to deliver communication and marketing services
  - Representative(s) available 200 days out of the year for communication and education campaign, including participant education
  - Includes an education specialist who will conduct both group meetings and individual sessions
  - Attendance with a short presentation at all New Employee Orientation classes (approx. 25 per year)
  - Attend annual benefit fair (two day event)
  - Once a month host a table with FCERA representative for drop-in participant consultations
  - Incorporate pension and social security benefits into education materials and in-person education sessions
  - 2-3 (recorded) educational webinars
  - Present participant activity report to the DCMC at each semi-annual meeting
  - County would prefer that representatives, working directly with County employees, have several years of industry experience, advanced certifications (such as Series 7, Certified Financial Planner, Charter Financial Analyst, Certified Investment Management Analyst)
  - Representative(s) should excel at group presentations and individual consultations
- Communications
  - Participant enrollment
    - Electronic
    - Paper

- Participant education materials
  - Enrollment kits
  - Newsletters
  - Fliers
- Annual Reports
- All participant communications, including required disclosures
- Two targeted marketing campaigns
- One annual statement stuffer or e-mail blast
- Preference would be given to vendors that excel at employee/participant communication/education
  - Assist the County with developing an Education Policy Statement with perpetual and annual goals
  - Assist the County in the identification and monitoring of key metrics that lead to a successful participant outcomes
  - Have the systems and logistical wherewithal to measure
    - Effectiveness of communication campaign
    - Participants' awareness of available resources and the utilization of said resources?
    - Is the communication campaign driving behaviors that will impact long-term outcomes?
    - Are employees on track to achieve adequate retirement income?
  - The ability to incorporate the County's Defined Benefit program into materials and educational initiatives.

**Recordkeeping and Plan Administration**

- Participant demographic information
- Investment records
  - Allocations
  - Performance
  - Investment options
- Beneficiary information



- Contributions
  - Current deferrals
  - Changes in deferral rates
  - Currently Great West is providing biweekly deferral changes and loan reports
- Balances
  - By payroll source
  - By fund
- Loans
- Distributions
- Participant Activity
  - Changes in contribution rates
  - Plan feature usage
  - Use of technology
- Contribution Limit Monitoring: The County monitors contribution limits by contribution source (regular, age-50 catch-up, special catch-up) in its Payroll system. However, if a change is made mid-year (i.e. from regular to age-50 catch-up), the County loses the ability to track the maximum accurately in that payroll year. The ability to receive a report and/or notification from a vendor would be preferred.

**Plan Sponsor Services**

- Provide primary contact to assist with daily tasks and administrative issues
- Quarterly reports
  - Participation
  - Performance
  - Balances
  - Fees
  - Other key participant behaviors
- Web Access
  - Available 24/7
  - Account information access
  - Execute Transactions
- Legislative updates (e.g. County currently receives Great West's "Focus on 457" newsletter.)
- Annual review of the plan and its function

**Participant Services**

- Participants' account access
  - Check or change data
    - Account balances
    - Demographic information
    - Beneficiaries
    - Contribution rates
    - Execute transactions
    - Request loans or distributions
  - Account access channels
    - Voice response unit
    - Live person
    - Electronic Portal
- Quarterly statements
- All legal notices required
- Loans/distributions
  - Tax withholdings
  - 1099R
- Financial planning
- DB Plan integration
- Target participant communication
- Target outreach to troubled participant issues
- Loan education
- Bilingual phone support

**Investment Platform**

- Open Platform with a variety of investment options
- Accommodate levelized pricing
  - Achieved by utilizing share classes with zero-revenue sharing when possible and adding a bolt-on fee to cover plan expenses
- Revenue Sharing
  - Credit back revenue sharing at the fund level
  - Plan Transition/Conversion
- Provide a conversion timeline for the initial transition project Plan
  - Include a summary of all participant communications
- Coordinate transition as much as possible
- Provide all communications
  - To all participants in the plan for the conversion
  - All applicable documents
  - Blackout notices
  - Mapping Notice
  - Notify the County immediately of any limitations on acceptable formats for conversion records

## VENDOR RESPONSE SECTION

### Your Organization

- I. Provide a brief description of your organizational structure, including relationship to parent company (if applicable).
- II. Describe any significant changes to structure or leadership in the past 36 months, and any expected organizational changes in the next year.
- III. Describe your organization’s commitment to quality and your philosophy/approach to client services.
- IV. Describe what is unique about your firm that makes it a good choice for this retirement program.
- V. Describe the service structure for the market segment the County of Fresno 457 DC Plan would be assigned to. Include:
  - a. How do you segment the market and how does your plan sponsor and participant service model differ between segments?
  - b. How many plans do you service in this segment and what portion does this represent of your total recordkeeping business?
  - c. How do you feel your service model separates you from your peers?
- VI. Please provide the following information:

457 Plans	Number of Plans	Total Plan Assets
Under 100 Participants		
100-500 Participants		
501-1,000 Participants		
1,001-5,000 Participants		
5,001-10,000 Participants		
More than 10,000 Participants		

457 Plans	Number of Plans	Total Plan Assets
Under \$10M		
\$10M - \$100M		
\$100M - \$500M		
\$500M - \$1B		
Over \$1B		

457 Plans	Number of Plans	Total Plan Assets
Cities and Municipalities		
Counties		
Special Districts		
State Plans		

457 Plans	Number of Plans	Total Plan Assets
Midwest		
West		
South		
Northeast		

Type of Plan	Number of Plans	Total Plan Assets
457		
401(a)		
403(b)		
401(k)		
Other		

**Recordkeeping and Administrative Services**

- I. Describe your current recordkeeping and administration system. Include how long it has been in place, whether it was purchased or developed in-house, and system enhancements (recently implemented or currently underway).
- II. Do you guarantee service performance? If so, describe how the service guarantees are monitored and reported to the client.
- III. What are your firm's error resolution policies? Specifically address whether your organization will assume responsibility for penalties, legal fees, other professional fees, and/or administrative costs imposed or incurred to correct a recordkeeping error, in addition to returning the affected participant account balances to the position they would have been had the error not occurred.
- IV. If full census data is submitted on a regular basis what services can your system provide to assist plan sponsors?
- V. Distributions
  - a. What makes your distribution process competitive or unique in the industry?
  - b. Describe your Required Minimum Distributions procedures. Is the plan sponsor involved in any part of this process (i.e., determination, 1099, communications, etc.)?
  - c. Describe how your system processes lump-sum distributions, systematic payments/installments and annuities.
  - d. Describe the frequency of payments available, the ability to change this payment frequency, the method of setting up or changing these payments (i.e., online, paperwork, etc.), and any costs involved.
  - e. Can the participant designate which investment the distribution should come from?
- VI. Briefly describe your document disaster recovery plan. How often do you test your recovery system?
  - a. What has been the longest service interruption experienced by customers?
- VII. Briefly describe your maintenance and backup procedures including daily backups, retention timetable and off-site backup storage approach.
- VIII. Briefly describe any other relevant administrative services you provide.

**Investment Platform**

The table below provides the “preferred” investment line-up for The Fresno County 457 Defined Contribution Plan. Complete the table below by providing the investment expense and revenue sharing currently in place for each fund.

<b>Fund Name</b>	<b>Ticker Symbol (if applicable)</b>	<b>Approximate Value as of 12/31/13</b>	<b>Expense Ratio (bps)</b>	<b>Revenue Sharing (bps)</b>
1. Columbia Dividend Income Z	gsftx	10,151,100		
2. Alger Spectra I	aspix	36,739,680		
3. Hennessy Focus Funds Instl	hfcix	4,517,367		
4. Perkins Mid Cap Val T	jmcvx	5,749,140		
5. Perkins Small Cap Value I	jscox	287,269		
6. First Eagle Overseas A	sgovx	50,859		
7. Mainstay International Equity I	msiix	3,413,718		
8. Oppenheimer Developing Mkts Y	odvyx	96,679		
9. Oakmark Equity & Income I	oakbx	2,651,058		
10. Fidelity Real Estate Income	frifx	720,184		
11. Franklin Utilities Adv	fruax	2,090,981		
12. Great-West Lifetime 2015 Trust II	c15mzr	1,384,816		
13. Great-West Lifetime 2025 Trust II	c25mzr	2,176,694		
14. Great-West Lifetime 2035 Trust II	c35mzr	1,446,562		
15. Great-West Lifetime 2045 Trust II	c45mzr	1,301,041		
16. Great-West Lifetime 2055 Trust II	c55mzr	594,989		
17. Ivy International Core Equity Y	ivvyx	8,367,848		
18. Nicholas Limited Edition N	nnlex	6,332,364		
19. Templeton Global Bond Adv	tgbax	48,050		
20. RidgeWorth Total Return Bond R	scblx	2,244,885		
21. Sentinel Government Securities A	segsx	935,551		

Fund Name	Ticker Symbol (if applicable)	Approximate Value as of 12/31/13	Expense Ratio (bps)	Revenue Sharing (bps)
22. County of Fresno Stable Value	fressv	62,780,827		
23. BlackRock EAFE Equity Index Coll F	10cff5	148,484		
24. BlackRock Equity Index Coll F	02cff1	37,871,592		
25. BlackRock Mid Cap Index Coll F	03cff2	1,143,007		
26. BlackRock Russell 2000 Index Coll F	03cff3	2,129,427		
27. Blackrock Us Debt Index Fund Coll F	04cff4	99		
<b>Total</b>		<b>195,374,269</b>		



In the following table, please recommend replacements for any of the preferred funds above which you are unable to accommodate.

Alternative Fund Recommendations*				
Recommended Fund Name	Ticker Symbol	Investment Expense (bps)	Revenue Sharing (bps)	Name of Fund to be Replaced

- I. Provide an overview of the fund families and number of funds available on your investment platform.
  - a. Can you record keep the following on your system?
    - i. Great-West Life Target-Date collective trusts
    - ii. County of Fresno Stable Value Fund
    - iii. Black Rock Collective Trust Products
  - b. Which stable value funds are available on your investment platform?
- II. Describe investment restrictions, if any, likely to be imposed on this retirement program. Include requirements for use of proprietary investment funds, and restrictions related to stable value, money market funds and/or competing funds.
- III. Revenue Sharing Questions
  - a. Will you allow funds that provide zero revenue sharing on your platform?
  - b. Can you provide an annual statement of revenues and expenses relevant to this plan?
  - c. Does your firm have the ability to implement a “flat fee” pricing structure? (For example, revenue share is credited back to the participant, at the fund level, and each participant is assessed a flat or asset-based fee.)
  - d. If the answer to the previous question is yes, describe the specific methodology and frequency that revenue sharing is credited back to participants’ accounts.

**Participant Services**

- I. Provide access information for a demonstration of participant website with passwords that will be effective through June 30, 2014.
- II. Please describe the participant communication campaign representative of what would be developed for the County and provide examples of communications in an appendix. Include standard communications, participant statements, educational materials, targeted communications, and other examples as appropriate.
  - a. Do you provide different communication materials to different participant groups? For example: life stages, savings rates, asset allocations, etc.?
  - b. What type of medium do you use in your communication process?
- III. What services are provided by your firm's field representatives (e.g. group presentations, participant one-on-one meetings, webinars, comprehensive financial planning, and defined benefit consultation?
- IV. What financial planning services are made available to participants? Is there an additional charge for these services?
- V. What is the compensation structure for representatives that have contact with participants?
  - a. Is any part of compensation dependent on what types of products the participant elects to utilize?
  - b. Is any part of compensation dependent on asset growth and/or an increase in plan participants?
  - c. Please describe any other variable component of compensation.
- VI. Do any representatives, that have contact with plan participants, cross-sell other types of services such as insurance, managed accounts, brokerage services, etc.? If so, describe the compensation schedule for each product.
  - a. Would a plan sponsor be able to restrict a representative's ability to sell ancillary products?
- VII. How is the performance of representatives measured? Describe your performance evaluation process. What input would the County have in their performance evaluation?
- VIII. In what City would the representative(s) servicing this account be located?

IX. Complete the following table regarding service quality standards:

Activity	Quality Standard
Contribution reconciliation	[ ] days from receipt of deposit
Contribution posting	[ ] days from receipt of deposit
Hardship withdrawals paid	[ ] days from receipt of request
Loans funded	[ ] days from receipt of request
Final distributions paid	[ ] days from receipt of request
Investment fund transfers processed	[ ] days from receipt of request
Rollovers into the plan processed and invested	[ ] days from receipt of deposit
Participant statements mailed	[ ] business days from period end
Average wait-time for call center	[ ] minutes

X. Complete the following table indicating available services and which can be done paperless and/or without plan sponsor involvement (other than initial approval or providing data):

Service	Service available (Y/N)	Paperless available (Y/N)	Is plan sponsor involvement required? (Y/N)
1. Election change (contribution, rebalance, future investment)			
2. Transfers between funds			
i. specific dollar amounts			
ii. specified fund allocation			
iii. specific percent			
3. In-service withdrawal (non-hardship)			
4. Hardship withdrawal			
i. Determination			
ii. Processing			

Service	Service available (Y/N)	Paperless available (Y/N)	Is plan sponsor involvement required? (Y/N)
5. Termination distribution (partial, final)			
6. 1099-R/W2P tax forms and filings			
7. Mailing address maintenance			
8. Qualified domestic relations order (QDRO)			
i. Determination			
ii. Processing			
9. Minimum required distribution (MRD)			
i. Determination			
ii. Processing			
10. Mandatory rollover of automatic distributions			
11. Electronic funds transfer (EFT)			
12. Confirmation statements			
i. mail		N/A	
ii. email			
13. Monitoring and reporting of uncashed checks			
14. Testing and limit monitoring			
ii. 401(a)(17) compensation limits			
iii. plan limits			
iv. catch-up contribution status			
v. 415 limits			
15. Suspension monitoring			

Service	Service available (Y/N)	Paperless available (Y/N)	Is plan sponsor involvement required? (Y/N)
16. Automatic features (automatic enrollment, default to target date fund by age, automatic increases, e.g. SMART)			
17. Brokerage window capabilities			
18. Enrollment			
19. Retirement income projections and gap analysis			
20. Loans			

XI. Can participants make an investment election for future contributions that is separate from their existing account balance?

XII. Complete the following table regarding available participant services by indicating Y (Yes) or N (No) for service availability via different channels:

Service	Voice Response	Call Center	Website
Contribution rate changes (including automatic increases)			
Investment election changes			
Fund transfer requests			
Automatic account rebalancing			
In-service withdrawal requests			
Hardship withdrawals			
Final distributions			
Rollover contributions			
Beneficiary changes			
Address changes			
Investment information			
Information requests for SPD, prospectus, forms, etc.			
Education			

**Plan Sponsor Services**

- I. Provide addresses for demonstration web sites for plan sponsors. Provide passwords that will be effective through June 30, 2014.
- II. Describe the standard reporting package that you would provide the plan sponsor (provide samples in an appendix).
- III. Do you allow for plan sponsors to create ad-hoc reporting? If so, please describe.
- IV. Provide a sample report of plan activity for plan sponsors and describe the support typically provided for the annual audit.
- V. In the event these features became relevant, what support do you provide to plan sponsors that utilize an auto-enrollment feature? Will you draft and mail auto-enrollment notices?
- VI. Describe the structure of the client service team and key players as well as their respective locations and years of experience in their current role.
- VII. Provide a brief biography for any individuals to be assigned to the County, including any degrees, certifications, professional designations and/or licenses.
- VIII. Describe how the relationship manager typically interacts with the client, hours of availability, their authority to resolve issues, number of years with the firm, and the key tools and resources available to them.
- IX. How many relationships is this service team responsible for?
- X. Is there a maximum number of relationships assigned to each relationship manager?
- XI. Provide a summary of your firm's approach to regulatory compliance. Identify senior or key personnel in the firm's compliance process. How would you ensure that the County's plan meet all regulatory requirements and how would you keep us abreast of regulatory changes which are being contemplated?
- XII. Briefly describe any additional consulting services you provide, including plan design, legal, and participant communication support/design.
- XIII. Are additional or more extensive consulting services available for an additional fee?
- XIV. Please provide a sample project plan/procedure for a fund change, including work flow, notices, communications, and the involvement of the plan sponsor and/or advisor.
- XV. How are participant communications and disclosures handled? (i.e., are completed notices provided to the plan sponsor for distribution to participants, or are plan sponsors simply provided with templates?)
- XVI. Describe a communication strategy plan to assist a plan sponsor in increasing the average deferral rate for the plan.

- XVII. Do you assist plan sponsors in developing annual participant educational campaigns? If so, describe your process, including how results are measured and reported.

**Conversion/Implementation**

- I. Describe the team responsible for the conversion/implementation process, including structure, roles and the transition to the ongoing service team.
- II. Describe the conversion/implementation process, including what information is required from the advisor and plan sponsor during the conversion/implementation process.
- III. Provide a sample of a conversion/implementation timeline and/or project plan.
- IV. Do you have any limitations for receiving conversion records?
- V. What is the typical blackout period, after receipts of data from the prior record keeper?
- VI. What type(s) of communication do you send to active participants and retirees during the transition process? Please provide a sample(s).
- VII. Do you provide a separate custom transition/enrollment website for participants transitioning into their new plan? If yes, please provide access to a sample site.
- VIII. Are you able to accommodate a November 20, 2014 conversion date assuming a contract is signed by August 26, 2014?

## COST PROPOSAL

**The County of Fresno will only consider proposals for recordkeeping and administration services where fees are quoted independent of any of the plan’s investments, including Stable Value.**

**Revenue sharing relationships must be fully disclosed and all amounts derived from revenue sharing must be allowed to be credited back at the participant level (“levelized pricing”).**

### Fee Proposal

- I. The goal of the 457 plan investment selection is levelized pricing, achieved by utilizing share classes with zero-revenue sharing when possible and adding a bolt-on fee to cover plan expenses.
  - a. Can you accommodate this fee structure?
  - b. If so, please describe the methodology used to credit revenue share back at the participant level (i.e. point-in time, average daily balance calculation), including frequency.
  - c. What internal controls are in place to ensure accuracy?
  
- II. Describe how fees are charged for the following services and the typical fee range:
  - a. Conversion, including participant communication campaign
  - b. Participant education/communications/disclosures
  - c. System programming to accommodate regulatory changes
  - d. System programming to accommodate plan design changes
  - e. Estimated charges for adding/replacing/removing a fund, including systems, forms and communications.
  - f. Hourly rates for data scrubbing and special projects
  - g. Charges related to termination of your services and transfer of records to a new administrator, including if there is a charge for early termination of contract related to unrecovered conversion costs
  - h. What plan consulting services are included in the quoted fee?
    - i. What services may result in hourly charges?
    - ii. What are the hourly charges?
  
- III. Please provide pricing for the two contract terms described below and describe any details regarding guarantees for all proposed pricing.
  - a. For a three-year contract term with two one-year renewals.
  - b. For a five-year contract term.
  - c. Will your company guarantee pricing during the length of each contract term?



- IV. Do you credit float income against required revenue? If not, please describe how float income is handled by your company and what type of disclosures are provided to plan sponsors so that fiduciaries can determine if the amount is reasonable.
- V. If a trade error correction results in a credit, is the amount left in the participant account? If not, what is done with the balance?

Quote your annual fee requirement to provide the core recordkeeping and administration services as a dollar amount, and identify the basis (e.g. as an asset based charge, per-capita charge, fixed fee, or transaction charge) in the space provided. If separate fees are charged for a particular service, provide an estimated annual fee **based on the transaction levels provided in this RFP**, and identify the basis for the fee (e.g., per transaction or flat dollar). Identify all other fees which it is reasonable to expect to be incurred.

In projecting fees for comparison with other providers, we will use the same metrics for all projections.

**Fee Projections**

Service	Illustration		Proposal from Provider - DC	
Description	Fee	Basis/ Comment	Fee	Basis/Comment
Recordkeeping	\$234,449	0.12% of plan assets		
QDRO determination	\$2,000	\$100 each (20), paid by participant		
QDRO processing	N/A	Included		
Loan Setup	\$7,500	\$50 each (150)		
Loan Maintenance	\$30,000	\$25 each per year (1,200)		
Termination distribution processing	\$2,000	\$25 per transaction (80), paid by participant		
In-service withdrawal processing	\$1,250	\$25 per transaction (50), paid by participant		

Service	Illustration		Proposal from Provider - DC	
Description	Fee	Basis/ Comment	Fee	Basis/Comment
Hardship withdrawal and approval	\$5,000	\$25 per transaction (200), paid by participant		
Required Minimum Distributions (identification, determination of amount, notification, processing)	\$1,000	\$20 each (50), paid by participant		
Expedited distributions and withdrawals (ACH or EFT)	\$6,000	\$30 per transaction (200) , paid by participant		
Representative(s) available 192 days out of the year for communication and education campaign, including participant education	\$0	included		
<b>Gross Fee</b>	<b>\$297,199</b>	<b>Total</b>		

Please confirm whether the following are included in the fee projection above:

Service	Included?		If not included, please describe:
	Yes	No	
<b>Description</b>			
Refunds (determination of amount, processing)			
Compliance & Non-Discretionary Testing			
1099-Rs			
Replacement 1099-Rs			
Rollover-in processing			

Service	Included?		If not included, please describe:
	Yes	No	
<b>Description</b>			
Address maintenance for vested terminated participants			
Lost participant location services			
Quarterly statements			
Confirmation notices			
Distribution of prospectuses in accordance with 404(c)			
404(a)(5) Disclosures			
408(b)(2) Disclosures			
Compliant Fund Mapping Notices			
Administration forms			
Quarterly activity and investment report			
<b>Administrative Fees</b>			
Legislative updates			
Maintenance of forfeited amounts and reinstatement upon rehire			
Plan document			
Summary Plan Description			
Signature-ready Form 5500			
Draft and distribute best-practice employee notifications (SAR, Safe harbor, QDIA, etc.)			
Limit monitoring (415, IRC 457(b)(2))			
ADP/ACP testing			
<b>Other fees</b>			
Communication and education materials, including newsletters, etc.			

Service	Included?		If not included, please describe:
Description	Yes	No	
Voice response			
Call center services			
Participant web services			
Plan sponsor web services			
Meetings with plan sponsor (quarterly)			
Brief custom video for new participants when they become eligible			
Trust and custody services			
Postage and handling			

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

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

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for

compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. REFERENCES

IX. PARTICIPATION

X. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

XII. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XIII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIV. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

**Selection of the provider will be based on the following criteria (The list below is not ordered by level of importance; proposals will be judged on how well they meet all of the criteria):**

- Competitive fees and transparent fee structure
- Ability to offer plan sponsors and advisor support to achieve investment objectives, including an education campaign to increase participant retirement readiness as well as offering tools and reports that provide easy access to necessary information
- Assigned client service team is experienced, accessible, and partners effectively
- Participant services and education resources are appropriate
- Experience with plans of a similar size and with similar features
- Investment platform flexibility
- Conversion Project Plan (i.e., controls and dedicated resources ensure a smooth and timely transition)
- Organization has a stable retirement plan service business, a respected reputation and policies in place which support a culture of strong business ethics.
- Systems and technology are stable, disaster recovery plans ensure continuity of service, and data security measures are effective yet unobtrusive
- Ability to work with the County's Model Service Agreement (see Appendix A)



APPENDIX A

1 **AGREEMENT**

2  
3 THIS AGREEMENT is made and entered into this \_\_\_\_ day of  
4 [click here to enter month] , [click here to enter year] , by and between the COUNTY OF FRESNO,  
5 a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and  
6 [click here to enter Contractor] whose address is [click here to enter Contractor's address] ,  
7 hereinafter referred to as "CONTRACTOR".

8 WITNESSETH:

9 1. OBLIGATIONS OF THE CONTRACTOR

- 10 A.  
11 B. (etc.)

12 2. OBLIGATIONS OF THE COUNTY

- 13 A.  
14 B. (etc.)

15 3. TERM

16 This Agreement shall become effective on the [click here to enter begin day]  
17 day of [click here to enter month] , [click here to enter year] and shall terminate on the  
18 [click here to enter end day] day of [click here to enter month] , [click here to enter year] .

19 4. TERMINATION

20 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
21 be provided thereunder, are contingent on the approval of funds by the appropriating government  
22 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
23 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
24 notice.

25 B. Breach of Contract - The COUNTY may immediately suspend or terminate  
26 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 27 1) An illegal or improper use of funds;  
28 2) A failure to comply with any term of this Agreement;

1                   3) A substantially incorrect or incomplete report submitted to the  
2 COUNTY;

3                   4) Improperly performed service.

4                   In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
5 of any breach of this Agreement or any default which may then exist on the part of the  
6 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
7 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of  
8 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR  
9 under this Agreement, which in the judgment of the COUNTY were not expended in accordance  
10 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon  
11 demand.

12                   C. Without Cause - Under circumstances other than those set forth above,  
13 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written  
14 notice of an intention to terminate to CONTRACTOR.

15                   5.        COMPENSATION/INVOICING: (Note to County staff: If sales tax is  
16 applicable and to be paid to an out-of-state vendor, it must be separated from the total  
17 compensation and the vendor must have a California Sales Tax Permit Number.) COUNTY  
18 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:  
19 [click here to enter compensation]. CONTRACTOR shall submit monthly invoices in triplicate to  
20 the County of Fresno [click here to enter Department Name].

21                   In no event shall services performed under this Agreement be in excess of  
22 [click here to enter maximum contract amount] during the term of this Agreement. It is  
23 understood that all expenses incidental to CONTRACTOR'S performance of services under this  
24 Agreement shall be borne by CONTRACTOR. (Note to County staff: If the number of days within  
25 which payment must be made is specified, this paragraph must provide for payment after a  
26 minimum of forty-five (45) days from date of receipt of invoice by the COUNTY.)

27                   6.        INDEPENDENT CONTRACTOR: In performance of the work, duties and  
28 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and

1 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and  
2 employees will at all times be acting and performing as an independent contractor, and shall act in  
3 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or  
4 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or  
5 direct the manner or method by which CONTRACTOR shall perform its work and function.  
6 However, COUNTY shall retain the right to administer this Agreement so as to verify that  
7 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

8 CONTRACTOR and COUNTY shall comply with all applicable provisions of  
9 law and the rules and regulations, if any, of governmental authorities having jurisdiction over  
10 matters the subject thereof.

11 Because of its status as an independent contractor, CONTRACTOR shall have  
12 absolutely no right to employment rights and benefits available to COUNTY employees.  
13 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
14 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
15 responsible and save COUNTY harmless from all matters relating to payment of  
16 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
17 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
18 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
19 Agreement.

20 7. MODIFICATION: Any matters of this Agreement may be modified from time  
21 to time by the written consent of all the parties without, in any way, affecting the remainder.

22 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
23 Agreement nor their rights or duties under this Agreement without the prior written consent of the  
24 other party.

25 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold  
26 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees  
27 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or  
28 resulting to COUNTY in connection with the performance, or failure to perform, by

1 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all  
2 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,  
3 firm, or corporation who may be injured or damaged by the performance, or failure to perform,  
4 of CONTRACTOR, its officers, agents, or employees under this Agreement.

5 10. INSURANCE

6 Without limiting the COUNTY's right to obtain indemnification from  
7 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
8 force and effect, the following insurance policies or a program of self-insurance, including but not  
9 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the  
10 term of the Agreement:

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than One  
13 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
14 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
15 specific coverages including completed operations, products liability, contractual liability,  
16 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
17 necessary because of the nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
20 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
21 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
22 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
23 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used  
24 in connection with this Agreement.

25 C. Professional Liability

26 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
27 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
28 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)

1 annual aggregate.

2 D. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the  
4 California Labor Code.

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
6 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
7 collectively, as additional insured, but only insofar as the operations under this Agreement are  
8 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
9 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
10 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
11 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
12 written notice given to COUNTY.

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this  
14 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
15 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and  
16 Address of the official who will administer this contract), stating that such insurance coverage have  
17 been obtained and are in full force; that the County of Fresno, its officers, agents and employees  
18 will not be responsible for any premiums on the policies; that such Commercial General Liability  
19 insurance names the County of Fresno, its officers, agents and employees, individually and  
20 collectively, as additional insured, but only insofar as the operations under this Agreement are  
21 concerned; that such coverage for additional insured shall apply as primary insurance and any  
22 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
23 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies  
24 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
25 days advance, written notice given to COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times insurance  
27 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
28 suspend or terminate this Agreement upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in the  
2 State of California, and such insurance shall be purchased from companies possessing a current  
3 A.M. Best, Inc. rating of A FSC VII or better.

4 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during  
5 business hours, and as often as the COUNTY may deem necessary, make available to the  
6 COUNTY for examination all of its records and data with respect to the matters covered by this  
7 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to  
8 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance  
9 with the terms of this Agreement.

10 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR  
11 shall be subject to the examination and audit of the Auditor General for a period of three (3) years  
12 after final payment under contract (Government Code Section 8546.7).

13 12. NOTICES: The persons and their addresses having authority to give and  
14 receive notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	[click here to enter Contractor]
[click here to enter County Address]	[click here to enter Contractor Address]
[click here to enter County Address]	[click here to enter Contractor Address]
[click here to enter County City/State]	[click here to enter Contractor City/State]

18 Any and all notices between the COUNTY and the CONTRACTOR provided  
19 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly  
20 served when personally delivered to one of the parties, or in lieu of such personal services, when  
21 deposited in the United States Mail, postage prepaid, addressed to such party.

22 13. GOVERNING LAW: Venue for any action arising out of or related to this  
23 Agreement shall only be in Fresno County, California.

24 The rights and obligations of the parties and all interpretation and performance  
25 of this Agreement shall be governed in all respects by the laws of the State of California.

26 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

27 This provision is only applicable if the CONTRACTOR is operating as a  
28 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the

1 CONTRACTOR changes its status to operate as a corporation.

2                   Members of the CONTRACTOR's Board of Directors shall disclose any self-  
3 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
4 performing services under this agreement. A self-dealing transaction shall mean a transaction  
5 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
6 financial interest. Members of the Board of Directors shall disclose any self-dealing  
7 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
8 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and  
9 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
10 immediately thereafter.

11                   15.     ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
12 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
13 supersedes all previous Agreement negotiations, proposals, commitments, writings,  
14 advertisements, publications, and understanding of any nature whatsoever unless expressly  
15 included in this Agreement. *[If applicable, add the following: In the event of any inconsistency in  
16 interpreting the documents which constitute this Agreement, the inconsistency shall be resolved  
17 by giving precedence in the following order of priority: (1) the text of this Agreement (excluding  
18 Attachment "A", the COUNTY'S Request for Quotation No. [click here to enter RFQ No.] and the  
19 CONTRACTOR'S Quote in response thereto); (2) Attachment "A"; (3) the COUNTY'S Request for  
20 Quotation No. [click here to enter RFQ No.]; and (4) the CONTRACTOR'S quotation made in  
21 response to COUNTY'S Request for Quotation No. [click here to enter RFQ No.].]*



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as  
2 of the day and year first hereinabove written.

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 \_\_\_\_\_  
5 (Authorized Signature)

\_\_\_\_\_ Gary E. Cornuelle  
Purchasing Manager

6 \_\_\_\_\_  
7 Print Name & Title

8 \_\_\_\_\_  
9 Mailing Address

10 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

11 REVIEWED & RECOMMENDED FOR APPROVAL

12 \_\_\_\_\_  
13 Department Head's Signature

14 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

15 \_\_\_\_\_  
16 County Counsel

\_\_\_\_\_ Auditor-Controller/Treasurer-Tax Collector

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: [click to type type org]  
19 Account No.: [click to type type account]  
20 Requisition No.: [click to type requisition number]

21 **FCCM 10/12**

22 [HTTP://GOOGLEINDEX.INTRA.CO.FRESNO.CA.US/FORMS/0440/PURCHASING/FORMS-FORMATS/CONTRACT/MODELCONTRACT.DOC](http://GOOGLEINDEX.INTRA.CO.FRESNO.CA.US/FORMS/0440/PURCHASING/FORMS-FORMATS/CONTRACT/MODELCONTRACT.DOC)

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
2 as of the day and year first hereinabove written.

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 \_\_\_\_\_  
5 (Authorized Signature)

\_\_\_\_\_ Chairman, Board of Supervisors

6 \_\_\_\_\_  
7 Print Name & Title

8 \_\_\_\_\_  
9 Mailing Address

10 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

11 REVIEWED & RECOMMENDED FOR APPROVAL

12 \_\_\_\_\_  
13 Department Head's Signature

14 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

15 \_\_\_\_\_  
16 County Counsel

\_\_\_\_\_ Auditor-Controller/Treasurer-Tax Collector

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: [click to type type org]  
19 Account No.: [click to type type account]  
20 Requisition No.: [click to type requisition number]

21 FCMC 06/11

22 [HTTP://GOOGLEINDEX.INTRA.CO.FRESNO.CA.US/FORMS/0440/PURCHASING/FORMS-FORMATS/CONTRACT/MODELCONTRACT.DOC](http://GOOGLEINDEX.INTRA.CO.FRESNO.CA.US/FORMS/0440/PURCHASING/FORMS-FORMATS/CONTRACT/MODELCONTRACT.DOC)

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1.  The Request for Proposal (RFP) has been signed and completed.
2.  Addenda, if any, have been completed, signed and included in the bid package.
3.  One (1) original plus nine (9) copies of the RFP have been provided.
4.  The completed *Proposal Identification Sheet* as provided with this RFP.
5.  The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6.  The completed *Criminal History Disclosure Form* as provided with this RFP.
7.  The completed *Participation Form* as provided with this RFP.
8.  The completed *Reference List* as provided with this RFP.
9.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10.  Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>964-5243</u>
Closing Date:	<u>March 14, 2014</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Deferred Compensation Record Keeper</u>

**Return Checklist with your RFP response.**