



Request for Proposal No. ACTT-0719 Treasury Investment Advisory Services

Office of the Auditor-Controller/ Treasurer/Tax Collector

**County of San Bernardino
Auditor-Controller/Treasurer/Tax Collector
172 W. Third St, First Floor
San Bernardino, CA 92415-0360
October 3, 2013**

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I. INTRODUCTION

A. Solicitation Language

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted and re-submitted by the vendor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section I, Paragraph F and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. Purpose

The County of San Bernardino Purchasing Department, hereafter referred to as the "County", is seeking proposals from interested and qualified Proposers to provide investment advisory services to the Office of the Auditor-Controller/Treasurer/Tax Collector.

C. Term of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV-Scope of Work. The Contract period will be for a three (3) year period beginning on January 29, 2014 through January 28, 2017 with an option to terminate upon 30 days' notice by the County Treasurer and the option to extend two (2) additional one (1) year terms.

D. Minimum Proposer Requirements

All Proposers must:

1. Be an independent Investment Advisor, registered as such with the Securities and Exchange Commission (SEC) or the State of California, and not a broker/dealer. In addition, firms responding to this Request for Proposal must hold all necessary licenses.
2. Have a minimum of five (5) years' experience in providing the services requested to public agencies in an investment advisor capacity. If the firm has been in business for less than five years, the experience of its principals may be used to meet this requirement. Detailed information regarding experience in these areas must be provided. In addition, Proposer is required to submit five (5) references for which these services have been performed within the last three (3) years.
3. Have no record of unsatisfactory performance as evidenced by complaints filed with the SEC, Financial Industry Regulatory Authority (FINRA) or any other federal or state agencies with jurisdiction over the services provided by the firm.
4. Disclose if firm has any prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies, in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.
5. Have no deficiencies or unsatisfactory performance on any past County contracts.
6. Meet all other presentation and participation requirements listed in this RFP.

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before October 18, 2013 by 5:00 PM (PST)** and directed to the individual listed in Section I, Paragraph F-Correspondence. All questions will be answered and both the question and answer will be posted on the website: <http://www.sbcounty.gov/rfp/rfplist.htm>, by October 25, 2013.

F. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

John Johnson, Cash Manager/Investment Officer
County of San Bernardino
Auditor-Controller/Treasurer/Tax Collector
172 W. Third Street, First Floor
San Bernardino, CA 92415-0465
Phone (909) 387-6383 Fax (909) 387-6326
Email: john.johnson@atc.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by email or facsimile.**

G. Admonition to Proposers

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E-Questions.

H. Proposal Submission Deadline

Proposals or bids must be received no later than **5:00 p.m. on November 8, 2013**. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

Release of RFP	Thursday, October 3, 2013
Deadline for Submission of Questions	Friday, October 18, 2013 by 5:00 p.m. (PST)
Tentative Date for Responses to Questions	Friday, October 25, 2013
Deadline for Proposals Submission	Friday, November 8, 2013 5:00 p.m. (PST)
Tentative Date for Awarding Contract	December 17, 2013

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. The County reserves the right to reject any or all proposals.

C. Best Value Evaluation Process

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations
- Value added services
- Any other relevant factors listed in the solicitation

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

F. Local Preference

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
2. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
3. Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

G. Incurred Costs

The County is not obligated to pay any costs incurred by Vendors in the preparation of a proposal in response to this RFP. Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

H. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

I. Formal Agreement

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C – Exceptions to RFP.

J. Confidential Information

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

K. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

L. Pricing Discrepancy

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

Please do not include any additional information that is not required by this Request for Proposal.

IV. SCOPE OF WORK

A. Purpose

This RFP is to solicit proposals from qualified firms ("Vendor") to provide investment advisory services to the Office of the Auditor-Controller/Treasurer/Tax Collector.

The selected Vendor will assist and supplement the County's staff by providing technical and strategic advice to staff in managing the County Treasury Pool's ("Pool") portfolio. The selected Vendor will provide advice only and will not manage funds. In addition, the Vendor will provide accounting services to the Pool, including preparation of a monthly portfolio report including analytics, which is distributed to the Board of Supervisors, Treasury Oversight Committee, rating agencies and others on a monthly basis.

B. Background

The County Treasurer has statutory responsibility for the collection, deposit and investment of all funds held in the Pool. The Pool includes monies entrusted to the County Treasurer by the County of San Bernardino, school districts, community college districts and certain special districts within the County. State law requires that all operating monies of these agencies be held by the County Treasurer. Additionally, a small amount of monies in the County pool (less than \$100 million) represents discretionary deposits made by other governmental agencies.

As of June 30, 2013, the book value of the County pool was \$4.5 billion (including accrued interest). Approximately one-fourth of the County pool is attributable to the County General Fund, with the remainder of the balance comprised of other County funds, school districts and special districts. Monies held in the County pool are subject to the County's Investment Policy, as authorized by various sections of the Government Code of California. A copy of the Treasurer's Statement of Investment Policy is attached as **Appendix A**.

Staffing of the Treasury Division includes the County's Cash Manager/Investment Officer, Assistant Cash Manager/Investment Officer, two Investment Analysts, a Treasury Manager and two accounting support staff. All investments are made by Treasury staff.

1. Management of the Pool

It is the policy of the Treasurer to invest public funds in a manner which will preserve the safety and liquidity of all investments within the County investment pool while obtaining a reasonable return within established investment guidelines. Accordingly, pursuant to our County Investment Policy, the Treasurer's Office is guided by the following principles, in order of importance:

- a. Safeguarding of investment principal,
- b. Maintenance of sufficient liquidity to meet daily cash flow requirements, and
- c. Achievement of a reasonable rate of return consistent with the above objectives.

The Treasury Pool is actively managed in accordance with the California Government Code, the Treasurer's Statement of Investment Policy, and internal investment guidelines. The Investment Policy is reviewed annually by the County's Treasury Oversight Committee and approved by the County Board of Supervisors. The Treasurer's Office uses the following investment strategies in managing the Pool:

- Laddered maturities
- Yield curve analysis
- Spread analysis
- Duration management

2. Ratings

The Pool is presently assigned the following ratings:

- Fitch, Inc. - AAA/V1

3. Pool Composition

The pool pursues its objectives by investing in a diversified portfolio of high-quality securities in accordance with State law, which includes U.S. Treasury and Agency securities, commercial paper, certificates of deposit, corporate medium term notes and repurchase agreements with highly rated counterparties.

The County Treasurer's eligible broker/dealer list contains roughly twenty-five firms, and ten direct issuer relationships. The County Treasurer believes in a conservative philosophy regarding credit issues for commercial paper, corporate notes and negotiable certificates of deposit. Treasurer's Office staff uses a short pre-approved issuer list of commercial paper issuers and banks for holders of negotiable certificates of deposit. The pool seeks to maintain an effective duration of between 0.75 and 1.00, which is accomplished by laddering maturities to both meet cash flow needs and generate a reasonable rate of return.

Portfolio information for the Pool is available on the County Treasurer's website at www.mytaxcollector.com.

4. Computer Software

The Treasurer's Office uses Bloomberg for portfolio analytics and trading and Sympro software for portfolio accounting. The County's custodial bank is Bank of New York Mellon.

C. Scope of Work and Due Dates

The selected Vendor will assist and supplement the County's staff by providing technical and strategic advice to staff in managing the Pool's portfolio. The selected Vendor will provide advice only and will not manage funds. The Vendor will:

1. Assist in the review of the County's Investment Policy as needed.
2. Serve as Investment Advisor for the County Treasurer in the following areas:
 - a. At least once per year, review the County's historical cash flow data and investment trends to review and provide recommendations regarding the County's target effective duration.
 - b. On a biweekly basis, based on historical cash flow data and liquidity requirements, in conjunction with County staff, recommend target cash flow maturities by month from 1-12 months. Recommend targeted maturities between 1 and 5 years' maturity to match the County's targeted duration.
 - c. Prepare a biweekly report containing strategic investment advice to staff to include a market commentary, review of macroeconomic trends, review of spreads for various sectors, and specific strategic and tactical advice and supporting analysis regarding management of the portfolio to include security purchase recommendations.
 - d. Be available to answer questions of County staff on an as-needed basis.
3. By 7:00 am (Pacific Time), provide daily spreadsheet reports via e-mail to the County Treasurer's Office to document compliance and aid in daily investment activities. Report must include the following:
 - a. Comparison of recommended monthly maturity targets to actual maturities, and chart of same.
 - b. Calculation of Pool duration (effective duration, duration to call, and duration to maturity) to targeted duration.
 - c. Compliance monitoring by asset class, issuer, maturity, etc. and chart of same.
 - d. Historical chart of Pool's daily or weekly effective duration.
4. Be available to attend meetings of the Treasury Oversight Committee (no more than four times per year).
5. Provide two days per year of structured training to County Treasurer staff at vendor's or County's site.
6. Assist the County Treasurer's Office in presentations to the rating agencies.
7. Advise the County Treasurer staff in the management of broker and bank relationships.
8. Advise the County Treasurer staff in credit analysis regarding security issuers.
9. Assist County Treasurer staff, as required, in the selection of new brokers (no more than once per year).
10. Prepare a monthly portfolio report for the County Treasurer (in PDF and Excel), to be distributed to the County Board of Supervisors, Treasury Oversight Committee and others. The report shall satisfy rating agencies needs and expectations and shall include the following:
 - a. Account statements including market and book values of all securities.
 - b. Analytics of the portfolio.
 - c. Horizon analysis ("shock testing") of the portfolio for interest-rate changes.

The above list is not meant to constitute an exhaustive list of duties. The contract negotiated with the firm selected may include other services. Proposers are invited to describe other services or functions they would recommend to the County Treasurer.

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. **Iran Contracting Act of 2010**

(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. **Taxes**

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

4. **Representation of the County**

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

5. **Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquires within two (2) business days. Vendor shall not change the primary contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

6. **Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

7. **Subcontracting**

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

8. **Agreement Assignability**

Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.

9. **Agreement Amendments**

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Vendor and the County.

10. **Duration of Terms**

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

11. **Time of the Essence**

Time is of the essence in performance of this Agreement and of each of its provisions.

12. **Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

13. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

14. Agreement Exclusivity

This is not an exclusive Agreement. The county reserves the right to enter into an agreement with other proposers for the same or similar services. The County does not guarantee or represent that the Proposer will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Agreement.

15. Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon thirty (30)-calendar day’s written notice. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

16. Attorney Fees and Costs

If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorneys’ fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

17. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

18. Fiscal Provisions

- a. Proposer shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Proposer’s designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- b. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.
- c. Costs for services under the terms of this Agreement shall be incurred during the agreement period except as approved by County. Proposer shall not use current year funds to pay prior or future year obligations.
- d. Funds made available under this Agreement shall not supplant any federal, state or any government funds intended for services of the same nature as this Agreement. Proposer shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Proposer agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

19. Electronic Fund Transfer Program

Contractor shall accept all payments from County via EFT directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

20. Licenses, Permits, and/or Certifications

Vendor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Vendor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

21. Prevailing Wage Laws (if applicable)

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

22. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

23. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

24. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

25. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The

information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

26. Improper Influence

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement, or shall have any relationship to the Vendor or office or employee of the Vendor.

27. Material Misstatement/Misrepresentation

If during the course of the administration of this Agreement, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

28. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

29. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A.9-Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

30. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

31. Invoices

Vendor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

32. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

33. Damage to County Property, Facilities, Buildings or Grounds

The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

34. Air, Water Pollution Control, Safety and Health

Vendor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

35. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

36. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

38. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six (6) months.

39. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Vendor must be able to annually report the County's environmentally preferable purchases using Exhibit I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

40. Employment Discrimination

During the term of the Agreement, Vendor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

41. Debarment and Suspension

The Vendor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

42. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and,

recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

43. Iran Contracting Act

Iran Contracting Act of 2010, Public Contract Code sections 2200 et seq. (Applicable for all Agreements of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the Agreement is signed, the Proposer signing the Agreement is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202e engaging in investment activities in Iran described in subdivision (a) of the Public Contract Code section 2202.5 or as a person described in subdivision (b) of the Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

44. Records

Vendor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Agreement.

All records relating to the Vendor's personnel, consultants, subcontractors, Service/Scope of Work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

45. American-Recovery and Reinvestment Act Funding (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Vendor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Vendor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Vendor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Vendor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Vendor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Vendor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Vendor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Vendor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Vendor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Vendor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Vendor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Vendor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Vendor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Vendor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

C. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Vendor under this contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

D. Correction of Performance Deficiencies

1. Failure by Vendor to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.
2. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement.
 - a. Afford Vendor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue the reimbursement to Vendor for and during the period in which Vendor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Vendor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - e. Terminate this Agreement immediately and be relieved of the payment of any consideration to Vendor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Vendor under this Agreement and the balance, if any, shall be paid by the Vendor upon demand.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and six (6) copies, for a total of seven (7), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II-Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. The original should be a complete package (including the two (2) copies of the financials in a separate envelope). Copies must not contain the financial information.
3. Hand carried proposals may be delivered to the address identified in Section I. Paragraph F- Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page**
Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents**
All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Statement of Experience**
Include the following in this section of the proposal:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer has a demonstrated capacity to perform the required services.
4. **Minimum Proposer Requirements**
Complete, initial, and sign **Attachment B**.
5. **Exceptions to RFP**
Complete **Attachment C**.
6. **Statement of Certification**

Include the following on **Attachment D**:

- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d. A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Vendor agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed; and
- f. A statement that the prospective Vendor, if selected will comply with all applicable rules, laws and regulations.

7. References

Provide five (5) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the County. Provide Contact Name, Address, Phone Number, and dates services were provided on **Attachment E**.

8. Proposal Description

Provide a detailed description of the proposal being made.

- a. The proposal should address, but is not limited to, all terms in **Section IV-Scope of Work**.
- b. The proposal should include the following:
 - i. A brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these.
 - ii. A concise statement of the services (and product, if applicable) proposed.
 - iii. An explanation of any assumptions and/or constraints.

9. PROJECT Team Organization Chart

Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed Project team.
- b. Company name and key staff name for each role identified in the chart.

10. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project;
- b. Project schedule

11. Statement of Qualifications

Include the following in this section of the proposal:

- a. Number of years the Vendor has been in business under the present business name, as well as related prior business names.
- b. Statement that the Vendor does not have any commitments or potential commitments that may impact the Vendor's ability to perform this Contract.
- c. A list of references with which Vendor has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.
- d. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a

certification from the owner and the accountant that the information accurately reflects the business' current financial status.

12. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications as required under **Section V, Paragraph 20-Licenses, Permits and/or Certifications.**

13. Cost

Complete proposed pricing on **Attachment F.**

14. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

15. Insurance

Submit evidence of ability to insure as stated in **Section V, Paragraph B-Indemnification and Insurance Requirements.**

VII. EVALUATION AND AWARD

Weighted factors, if applicable, are indicated in order to provide relative importance of a specific criterion and are optional at the discretion of the department. Ordinal ranking is a valid option in the right circumstances however; some situations may require weighted factors to defend protests.

A. General

Proposals will be subject to a review process developed by the County, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review (Pass/Fail)** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers must meet the Minimum Proposer Requirements as outlined in **Section I, Paragraph D-Minimum Proposer Requirements.** Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Completeness and clarity of proposal

- b. The depth, breadth and relevance of the Vendor's experience and the qualifications of personnel providing these services.
 - c. Project approach
 - d. Capability and capacity to provide technical support, computer modeling, and necessary financial analysis.
 - e. Record of performance and regulatory compliance.
 - f. Financial Stability
 - g. Cost
3. **Interview** – Vendors submitting the most highly ranked proposals may be invited to an interview and/or product or service presentation.
 4. **Cost Evaluation**– The primary consideration will be the effectiveness of the agency or organization in the delivery of the services (and product, if applicable) based on demonstrated performance. Other factors may include the likelihood of change orders or contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to deliver a project on time and within budget.
 5. **Reference Checks** - References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

C. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

- Appeal must be in writing.
- Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

- Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

ATTACHMENT A – COVER PAGE

PROPOSER'S NAME (*name of firm, entity, or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSERS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Be an independent Investment Advisor, registered as such with the Securities and Exchange Commission (SEC) or the State of California, and not a broker/dealer. In addition, firms responding to this Request for Proposal must hold all necessary licenses.		
2.	Have a minimum of five (5) years of experience in providing the services requested to public agencies in an investment advisor capacity. If the firm has been in business for less than five years, the experience of its principals may be used to meet this requirement. Detailed information regarding experience in these areas must be provided. In addition, Proposer is required to submit five (5) references for which these services have been performed within the last three (3) years.		
3.	Have no record of unsatisfactory performance as evidenced by complaints filed with the SEC, National Association of Securities Dealers (NASD) or any other federal or state agencies with jurisdiction over the services provided by the firm.		
4.	Disclose if firm has any prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies, in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.		
5.	Have no deficiencies or unsatisfactory performance on any past County contracts.		
6.	Meet all other presentation and participation requirements listed in this RFP.		

SIGNED _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT C – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the County of San Bernardino.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

ATTACHMENT E – REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter “**Present**” if still providing the services (Example: 10/08/03/present).

ATTACHMENT F – FEE PROPOSAL

The following items correspond to the Scope of Work identified in Section IV. C. Proposers must complete fees for each of the areas below. These fees will be a basis for negotiations on a contract with the Vendor selected. Certain items may be deleted prior to finalization of a contract.

#	Item	Fixed Fee per Year
1.	Assist in the review of the County’s Investment Policy	
2.	Serve as Investment Advisor for the County Treasurer in the following areas:	
	a. At least once per year, review the County’s historical cash flow data and investment trends to review and provide recommendations regarding the County’s target effective duration.	
	a. On a biweekly basis, based on historical cash flow data and liquidity requirements, in conjunction with County staff, recommend recommended target cash flow maturities by month from 1-12 months. Recommend targeted maturities between 1 and 5 years’ maturity to match the County’s targeted duration.	
	b. Prepare a biweekly report containing strategic investment advice to staff to include a market commentary, review of macroeconomic trends, review of spreads for various sectors, and specific strategic and tactical advice and supporting analysis regarding management of the portfolio to include security purchase recommendations	
	c. Be available to answer questions of County staff on an as-needed basis	
3.	Provide daily spreadsheet reports via e-mail to the County Treasurer’s Office to document compliance and aid in daily investment activities. Report must include the following: Comparison of recommended monthly maturity targets to actual maturities, and chart of same; Calculation of Pool duration (effective duration, duration to call, and duration to maturity) to targeted duration; Compliance monitoring by asset class, issuer, maturity, etc. and chart same; and, Historical chart of Pool’s daily or weekly effective duration.	
4.	Be available to attend meetings of the Treasury Oversight Committee (no more than four times per year).	
5.	Provide two days per year of structured training to County Treasurer staff at vendor’s or County’s site.	
6.	Assist the County Treasurer’s Office in presentations to the rating agencies.	
7.	Advise the County Treasurer staff in the management of broker and bank relationships.	
8.	Advise the County Treasurer staff in credit analysis regarding security issuers.	
9.	Assist County Treasurer staff, as required, in the selection of new brokers (no more than once per year).	
10.	Prepare a monthly portfolio report for the County Treasurer, to be distributed to the County Board of Supervisors, Treasury Oversight Committee and others. The report shall satisfy rating agencies needs and expectations and shall include the following: Account statement including market and book values of all securities; Analytics of the portfolio; and, Horizon analysis (“shock testing”)	

	of the portfolio for interest-rate changes.	
11.	Other Items Proposed by Proposer	
	TOTAL FEE PER YEAR	

ATTACHMENT G – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Minimum Proposer Requirements	
3.	Attachment C – Exceptions to RFP	
4.	Attachment D – Statement of Certification	
5.	Attachment E – References	
6.	Attachment F – Cost	
7.	Attachment G – Proposal Checklist	
8.	Licenses, Permits, and/or Certifications	
9.	Financials (Two Years)	

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
<p>Biobased</p> <p>Biodegradable</p> <p>Carcinogen-free</p> <p>Chlorofluorocarbon (CFC)-free</p> <p>Compostable</p> <p>Energy efficiency</p> <p>Lead-free</p> <p>Less hazardous</p> <p>Low toxicity</p> <p>Mercury-free</p> <p>Persistent bioaccumulative toxin (PBT)-free</p> <p>Rapidly renewable</p> <p>Rechargeable</p> <p>Recyclable</p> <p>Recycled content</p> <p>Reduced greenhouse gas emissions</p> <p>Reduced packaging</p> <p>Refill/refillable</p> <p>Remanufactured/refurbished</p> <p>Renewable materials</p> <p>Responsible forestry</p> <p>Upgradeable</p> <p>Water efficiency</p>	<p>Certified Approved Product (AP) Non-Toxic</p> <p>Ecologo Certified</p> <p>Energy Star</p> <p>Electronic Product Environmental Assessment Tool (EPEAT) program</p> <p>Forest Stewardship Council Certified</p> <p>Green Seal Certified</p> <p>Greenguard Certified</p> <p>Scientific Certification Systems (SCS)</p>