

**INVESTMENT CONSULTING SERVICES**

**Request for Proposal (RFP) # 22385**

**Date of Issue: June 19, 2009**

**Question Cut off: June 26, 2009 at 2:00 p.m. (our clock)**

**RFP Close Date: July 15, 2009 at 2:00 p.m. (our clock)**

**Proposal to be returned PRIOR to time and date above. Late proposals will not be accepted.**

**RETURN TO:**

**Betty Standley, Purchasing Director**

**Jefferson County School District R-1**

**Education Center, Purchasing Dept.**

**1829 Denver West Drive, Bldg #27, 3rd floor**

**P.O. Box 4001**

**Golden, Colorado 80401-0001**

**(303) 982-6750**

**RESPONDENT’S CERTIFICATION**

**Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Authorized Signature)**

**Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

**Overview of the District**

Jefferson County Public School District, the largest school district in Colorado, serves a geographic area of approximately 800 square miles and has a current enrollment of approximately 84,000 students. The school district employs more than 12,000 full-time and part-time staff members. Employees include teachers, bus drivers, food service workers, custodians, support staff, office personnel and administrators. The district has 94 elementary schools, 20 middle schools, 17 high schools, 9 options schools and 13 charter schools.

Jeffco employees are represented by two major bargaining units and a professional association. Contracted teachers and licensed staff are represented by the Jefferson County Education Association (JCEA). Administrators may join Jefferson County Administrators Association (JCAA), a professional association. Classified employees are represented by a number of smaller unions, under the auspices of the Classified School Employees Associations (CSEA). Benefits are negotiated annually.

**Purpose**

The District is interested in retaining a firm to provide investment advisory services for the District’s Supplemental Retirement Plan (a frozen, non-ERISA defined benefit plan) and the 403(b)/TSA (non-ERISA defined contribution plan). Qualified investment advisors include those who are registered with the Securities and Exchange Commission to provide such services and that meet the minimum requirements set forth in this document.

**Background**

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| **Background**The Supplemental Retirement Plan was created in 1999 for employees who worked in full-time or job-share positions which were covered by an association. It was designed to replace a bonus-type program for retirees who met age and service requirements, with a tax-advantaged vehicle. Benefits are intended to supplement, not replace, PERA retirement benefits. Participation in the plan was immediately frozen upon its creation. The District had originally committed to fund $90 million dollars toward a combination of pension plan benefits and sick and personal leave payouts at a rate of $9,000,000 per year for 10 years. However, budget cuts reduced the annual plan contributions and stretched out the plan’s original funding timetable. The plan has been underfunded since its creation. In 2007, the District purchased certificates of participation and deposited the funds into the plan for the purpose of meeting its stated funding obligations and has now exceeded its original funding commitment. Further contributions to the plan are not likely to be made. Subsequently, existing retirees and employees who met the full vesting requirements of 20 years of eligible service and age 55 were offered a one-time ability to have their benefits satisfied with a lump-sum payout at the plan’s stated discount rate. As a result, participant count, liabilities and assets have decreased in the plan and the overall funded status of the plan has improved. It is anticipated that at some point the plan will need to declare actuarial necessity and terminate or reduce plan benefits for non-vested participants. After the lump-sum payouts, the plan amended its investment policy to be more conservative, in an effort to protect the funding of benefits for existing retirees and vested participants. A recent investment performance audit was conducted by an outside consultant, who, along with the plan’s benefit attorney, has recommended that the Plan hire a consultant to provide advice and investment oversight and monitoring of plan asset performance and education and advice to the Supplemental Retirement Plan Committee.  |
| **Plan Management and Administration:*** Currently, the plan assets are held and managed by Victory Capital Management, a subsidiary of Key Bank. Several of the assets are held in proprietary funds.
* Key Bank is the trustee and provides administrative and recordkeeping services.
* The Supplemental Retirement Committee, a committee made up of District staff and association-appointed employee representatives is responsible for monitoring investments with advice from Victory Capital Management, making investment and administrative decisions with regards to plan benefits. The Committee meets at least quarterly, during the school year.
* Cindy Birley, of Davis, Graham and Stubb was retained by the plan in 2006 to provide legal advice.
* Mercer has been the actuarial consultant on the plan since 2005
* The IRS provided a favorable determination letter March 17, 2009
 |
| Current Assets: $10,469,960 (3/31)Current Participant Count: * 467 retirees and beneficiaries in receipt
* 3,160 active participants (vested and non-vested)
* 35 terminated, deferred vested participants
* 3,662 total

**Attachments:** * Plan Documents with amendment one;
* Current investment policy
* 8/31/2008 valuation report,
* 5/2009 study results projecting future assets and liabilities
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| **Jefferson County School District 403(b) Plan** |
| **Background**In preparation for significant changes in the 403(b) regulations, the District conducted a full RFP with the goal to reduce the number of individual 403(b) providers to less than five. As a result of the RFP process, the evaluation team determined that having one 403(b) provider would reduce fees to participants and allow personal support to employees in the form of on-site education consultants. Great-West Retirement Services (GWRS) was selected to exclusively provide record-keeping, certain administrative and personal counseling and education services to District employees. At the same time, the District became a participating employer in the State of Colorado’s 457 Plan, also administered by GWRS. The District created an employer-sponsored 403(b) Plan that mirrored the investment options, wherever possible, that were held in the State of Colorado’s 457 Plan. District staff monitored the investment performance of the State’s investment options and investment advisor (Arnerich Massena) to ensure proper oversight of the underlying fund options. Recently, the State of Colorado approved legislation to transfer the sponsorship of the State of Colorado 457 Plan to PERA (the retirement plan for the State of Colorado and other local government employees), effective as of July 1, 2009. The State contract with Arnerich Massena will terminate, and thus the Committee must engage the services of an investment advisor to provide advice, investment oversight and monitoring of plan asset performance and education and advice to the Voluntary Retirement Plans Committee. |
| **Plan Management and Administration:*** Plan assets are record-kept by Great-West Retirement Services.
* The Voluntary Retirement Plans Committee, a committee made up of District staff and association-appointed employee representatives is responsible for monitoring investment performance, making fund investment decisions and administrative decisions with regards to plan benefits. The Committee meets at least quarterly, during the school year.
* Cindy Birley, of Davis, Graham and Stubb was retained by the plan in 2006 to provide legal advice.
 |
| **Asset Balance, 3-31-2009** $25,552,409**Current Participant Count**: 3,300**Attachments:** * Plan Documents
* Current Plan asset report
* Investment policy
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|  |

**PROPOSAL INFORMATION:**

Through this Request for Proposal process, The Jefferson County School District’s Supplemental Retirement Plan Committee and the Voluntary Retirement Plan Committees (“the district”) are seeking proposals from qualified firms to provide investment consulting services for its frozen defined benefit plan and 403(b) defined contribution plan. .

**All** questions must be submitted via e-mail to Betty Standley at bstandle@jeffco.k12.co.us with cc: to Lisa Eacker at leacker@jeffco.k12.co.us Any questions shall be submitted no later than 2:00 p.m. June 26, 2009. A response to questions will be issued in the form of an addendum which will be posted on the Rocky Mountain E-purchasing website at the following address <http://www.govbids.com/scripts/co1/public/home1.asp> It is anticipated that an addendum containing the response to any questions will be posted no later than close of business on June 29, 2009

**GENERAL CONDITIONS:**

1. All prices shall be FOB destination.

2. All information requested must be completed and submitted by: July 15, 2009 at 2:00pm (our clock). If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. Proposals are due to the Jefferson County Public Schools Purchasing Department, 1829 Denver West Drive, 3rd Floor, Bldg. 27, Golden CO 80401 by 2:00 P.M. (our clock) July 15, 2009. Proposals will not be publicly opened but the names of each respondent will be read.

2. The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on proposer’s letterhead and included in the proposal response.

3. Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.

4. The District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.

5. Any award made will be to the respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed in this document.

6. Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.

7. The effective period of contracts resulting from this proposal shall be September 1, 2009 through August 31, 2010.

8. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and selected respondent(s) for an additional one (1) year period, but not to exceed four (4) additional one (1) year periods, for a total possible contract period of up to five years.

9. The respondent(s) guarantees prices will not increase during the initial term of the agreement. If prices decrease during the term of this contract, the successful respondent must notify the District of the lower prices.

10. All information shall be submitted at the dates and times indicated herein to:

Betty Standley, Purchasing Director

Jefferson County Public School District No. R-1

1829 Denver West Drive, Building #27

Golden, CO 80401-0001

bstandle@jeffco.k12.co.us

phone: 303-982-6830

All contacts regarding this Request for Proposal during the submittal preparation and evaluation period **must** be done in **writing** through the Jefferson County Public School District Purchasing Department.

This restriction does not apply to:

* District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process
* Scheduled product demonstrations and vendor interviews during the second stage evaluation

**In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.**

**SPECIAL CONDITIONS:**

1. Each respondent shall submit all information requested, in the order specified in the

 Proposals Submission Requirements. Failure to do so may result in the proposal being rejected. **Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.**

2. This process is a Request for Proposal/Competitive Negotiation process. As such, only the names of the respondents shall be read at the closing of proposals. The District reserves the right to negotiate on any or all components of each proposal submitted. The District reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.

The District, at its discretion, may utilize a Best and Final Offer (BAFO) process.  If this process is utilized, the purchasing agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing.  The purchasing agent shall coordinate the offerors’ responses for review by the evaluation committee.  The purchasing agent shall be the SOLE point of contact throughout the process for all proposers.

3. The proposing firm shall submit one (1) original and five (5) copies of their response in a three ring, loose leaf binder. The firm’s name and proposal name and number shall be on the cover of the binder. Firm shall also submit one electronic copy of their response on CD ROM in write protected PDF Format.

4. Proposals submitted in response to this Request for Proposal shall become the property of

District and be considered public documents under applicable Colorado state law. Financial records marked as “Confidential” and submitted in a separate sealed envelope shall be returned to the Respondent upon completion of the process.

**SCOPE OF SERVICES**

The District is seeking proposals from qualified firms to provide defined contribution and defined benefit investment consulting services.

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| **On-going activities** |
| 1. Attending meetings held 4 – 6 times annually **per committee**, in Golden, CO. Attendance will be primarily in person but may occur via phone
 |
| 1. Advising the Retirement Board on investment guidelines and policies, including the development of new guidelines and policies and the amendment of existing ones
 |
| 1. Advising on investment management analysis, including tracking of performance achieved as compared to investment policy guidelines
 |
| 1. Manager oversight, including periodic review
 |
| 1. Advising on strategic and tactical investment issues
 |
| 1. Advising on asset allocation
 |
| 1. Advising on management structure (active vs. passive, investment style mixes)
 |
| 1. Advising on appropriate performance measurements
 |
| 1. Advising on additional asset classes or alternative investment vehicles
 |
| 1. Presenting economic forecasts
 |
| 1. Assisting in rebalancing activities
 |
| 1. Providing or assisting in manager/fund searches, selections and terminations as requested by the Committee or staff
 |
| 1. Performing quarterly performance analysis, by portfolio, asset class, and fund
 |
| 1. Coordinating with plan’s actuaries in performing and/or reviewing asset and liability analyses
 |
| 1. Providing educational sessions for Committee Members (2 – 4 annually)
 |
| 1. Providing on-site consultation and assistance as requested by Staff
 |
| 1. Providing objective and creative input, subject to its fiduciary responsibilities
 |
| **Ad-Hoc, as requested by committee or staff. You are requested to provide billing costs for staff who would be involved in ad-hoc projects such as:**  |
| 1. Providing research on special projects as requested
 |
| 1. Performing trading cost analyses
 |
| 1. Conducting or assisting in custodian bank search and selection
 |

In order to assist you in evaluating this opportunity and preparing a response, the following documents are enclosed:

1. Our most recent comprehensive annual, financial report (CAFR), which contains a brief description of the retirement plan(s), organizational chart(s), and details about plan assets.
2. All current investment related policies for such plan(s).

**MINIMUM ELIGIBILITY REQUIREMENTS:**

For a firm’s response to be considered, the firm must meet the following minimum eligibility requirements:

1. The investment consulting firm must be a registered investment advisor under the Investment Company Act of 1940.

1. The investment consulting firm must have been in business for a minimum of five years.
2. The individual(s) assigned to the District as lead consultant(s) must have a minimum of three years professional experience in the investment consulting field.
3. The investment consulting firm must have provided investment consulting services to other public retirement systems or corporate pension plans which are approximately the size of the District’s plans. “Size” means the approximate market value of assets held in trust on behalf of the District’s plan participants.
4. The investment consulting firm must be able to maintain a satisfactory data processing interface with the District’s custodian bank by tape, disk, on-line connection or other electronic means at the firm’s expense.
5. The investment consulting firm must agree to be a fiduciary to the plan as that term is defined in (state law or policy).
6. The investment consulting firm must agree to disclose all conflicts of interest, all sources of revenue and all affiliations.

**PROPOSAL SUBMISSION REQUIREMENTS:**

Information presented in the RFP submittal shall conform to the following:

* All pages are to be numbered.
* Information submitted should be arranged in the same order in which it is requested in.
* Each section must re-state each subheading or question, followed by your response.
* Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.
* Consultant’s proposal shall be limited to a maximum of 30 single faces pages of information.
* Font size is not to be less than 10 point.
* Submittals are to be bound in a three ring loose leaf binder.
* Consultant shall provide six (6) hard copies of proposals, including one with original signature, and one electronic copy in PDF format on a CD.

The following information is to be addressed in this order and clearly labeled in the Respondent’s proposal.

1. **Relevant experience of the firm and the individual consultants proposed for the District**
	1. **Firm’s Background, operational procedures:**
		1. Briefly describe your firm’s background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners or joint ventures.
		2. Provide a representative listing of current and past clients, including the size of the client fund, the type of fund (school district or local government), and the number of years the services were provided.
		3. Describe the services your firm provides and give the percentage of revenue derived from investment consulting. Of your affiliate group, what percentage of total revenues for that group is derived from investment consulting?
		4. Provide an organization chart of your firm and describe the relationship between each component and your consulting group.
		5. Within the past three years, have there been any significant developments in your organization such as changes in ownership, restructuring, or personnel re-organizations? Do you anticipate future significant changes in your organization?
		6. List the address of your main corporate office and indicate which office(s) will support the District.
		7. Describe any services of your organization that may not be offered by other consultants or which distinguish you from your peers.
		8. Describe the total staff of the firm and designate support staff, analysts and professionals.
		9. How many investment consultants does your firm have?
		10. Discuss the ways you manage growth, including any limits to the client/consultant ratio.
	2. **Standards of conduct and conflict of interest:**
		1. Attach your firm’s code of conduct policy. How is it monitored and enforced?
		2. How are consultants’ recommendations to clients reviewed and monitored by your organization? Does your firm adhere to a level of consistency in consultant recommendations?
		3. Within the last five years, has your organization or an officer or principal been involved in actual or threatened litigation, administrative or regulatory or similar proceedings relating to your investment consulting assignments? If so, provide an explanation and indicate the current status or disposition. Under disposition, include any censures or reprimands received from regulatory bodies.
		4. Please attach your conflict of interest policy. Are there any potential conflict of interest issues your firm would have in servicing the district? If so, describe them.
		5. Are there any circumstances under which your firm, or any individual in your firm, receives compensation, finder’s fees or any other benefit from investment managers, investment funds or third parties? If yes, describe in detail.
	3. **Consulting team**
		1. Provide contact information for each consultant that will be assigned to the district in a grid similar to this.

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| --- | --- | --- | --- | --- |
| **Name** | **Title** | **Business role on this contract** | **Work Location** | **Employee or sub-contractor?** |
|  |  |  |  |  |
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* + 1. Describe the role of each consultant for this assignment.
		2. Describe your team’s experience with similar work performed for other public retirement systems.
		3. Do you propose using sub-contractors to provide any of the services outlined in the scope of work? If yes, identify which services and the proposed subcontractor and describe their particular skills and qualifications. All fees for subcontractors should be included in the fees quoted and should appear as a separate line item in the fee section.
1. **Proposed work plan, soundness of approach and understanding of the needs of the District; demonstrated ability to perform the services referred to in the RFP**.
	1. **Asset Allocation:**
		1. Discuss the theory and methodology of the asset allocation models your firm employs. How do you develop asset class assumptions?
		2. Describe your policy for recommending changes to a pension system’s asset allocation in response to changes in the market environment. Based on the background information provided, what concerns would you take into consideration when recommending asset allocation mixes for the district’s Supplemental Retirement Plan.
		3. Explain your firm’s position/approach on the use of active versus passive management in the major asset classes.
		4. Describe your firm’s methodology for identifying and evaluating new investment opportunities, including real estate, derivatives and alternative investment options. Describe the elements of a due diligence process for assessing the risk control and performance characteristics of such investments specific to the district’s plan’s.
		5. Describe your capabilities in the development of risk/return characteristics of the asset mix as a whole and of each asset category and manager style.
	2. **Investment policies:**
		1. Describe your approach to the analysis of applicable legal parameters/ restrictions under which the district must operate.
		2. Describe your approach to the development of an investment policy statement including t he development of asset class structures, investment objectives, and risk control policies (i.e., derivatives, securities lending, etc.).
		3. Describe your process for maintaining a continuous review of investment policies and any changes in the underlying investment fund operations which would require review of the Committee.
	3. **Investment manager searches:**
		1. Describe your firm’s process for evaluation and selection of investment managers.
		2. Describe your experience in selecting investment managers.
		3. Describe how your firm’s process for evaluating and selecting investment managers adds value beyond the mere provision of raw data.
	4. **Performance Evaluation:**
		1. Do you have the capability of using rates of return calculated by the District’s custodian bank in your performance evaluation reports?
		2. Do you reconcile your calculated performance with investment managers’ and custodians’ reports? If yes, please describe.
		3. Can your firm provide custom benchmarks, including investment style benchmarks and universe rankings? Are the returns in your universe rankings actual client returns or composite returns as reported by managers?
		4. What asset classes are tracked in your performance measuring system? How many managers are included within each asset category? How many years of performance data are on the system for each asset class?
		5. What factors do you consider to be critical in reporting performance?
		6. How are performance benchmarks for the total fund, different asset classes and investment manager styles chosen and constructed?
		7. Do you use investment style benchmarks in your performance measurement process? What are the sources of the underlying data and how are these benchmarks calculated and maintained?
		8. Describe your firm’s performance attribution process and reports.
	5. **Reporting (1 page maximum):**
		1. What period of time is required to prepare reports after the end of each quarter?
		2. Give a brief overview of the hardware and software systems used in the production of performance reports.
	6. **Research (1 page maximum):**
		1. Describe the manner in which external resources and sources of information are used in the research process. How does your firm integrate internal and external research?
		2. Describe your firm’s process for monitoring industry and market trends affecting investment funds.
	7. **Board and Staff Education (1 page maximum):**
		1. Does your firm offer training of plan fiduciaries and staff as it relates to their investment responsibilities? If so, describe the type of training available and the qualifications of the individuals assigned to conduct the training.
	8. **Ad-hoc services** (1 page maximum):
		1. Describe your experience in conducting analyses of custodians.
		2. Describe how your firm’s process for evaluation and selection of custodian banks adds value beyond the mere provision of raw data.
2. **Other Information**
	1. Describe areas or processes, not included in the scope of this engagement that your firm may examine in order to provide more complete and thorough services.
	2. Provide any additional information that you believe to be relevant to the RFP and your capability to provide the services requested.
	3. Do not include any promotional or display material to supplement your proposal.
3. **References and previous clients**
	1. Provide three references who are clients for whom work similar to that requested in this RFP has been performed. Include their names, titles and telephone numbers.
	2. List public sector clients who have terminated your consulting relationship during the past three years and their reasons for doing so. Include their names, titles and telephone numbers.
4. **Fees:**
	1. Provide a proposal regarding the fees to be paid to your firm for the services identified in the Scope of Services. The proposal should provide fees based upon a bundled fee for all services identified as ongoing. Please include a list of staff and their hourly billing rates which would apply to work identified as ad-hoc.
	2. Does your firm’s proposed fee arrangement consist of any incentive or contingent payments? If so, describe the manner of calculation in detail.

**6. Insurance and liability:**

6.1. What limitation on liability, if any, do you impose through your contract?

6.2. Describe the following coverages that you carry and the levels of coverage that you carry for:

* Professional liability or errors and omissions insurance
* Fiduciary coverage
* Commercial general liability
* Crime/Employee dishonesty coverage
* Cyber Risk coverage

6.3. Are the coverages you carry on a per client basis, or is the dollar figure applied to the firm as a whole:

6.4. List the insurance carriers for each coverage you carry.

6.5. Describe your disaster and facilities recovery plan.

**Appendices (not included in overall page count of proposal)**

**Appendix A. Biographies**
Include biographies for all employees or subcontractors who would provide services to the District. Indicate what year each employee joined your firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations. For subcontractors, provide a list of projects that your firm has worked with the subcontractor before.

**Appendix B. Form ADV Parts I and II**Attach your firm’s current Form ADV Parts I and II.

**Appendix C. Annual Financial Report**Attach your firm’s current audited Annual Financial Report.

**Appendix D. Sample Contract or Agreement**

1. Attach a sample contract or agreement your firm has used with a governmental entity for investment consulting services.
2. Standard terms and conditions of the District to be included in the contract are attached as Sample Agreement. In submitting a proposal, the firm will be deemed to have agreed to each provision set forth in the Sample Agreement unless the firm identifies the provision to which objection is made and submits alternative language to make the provision acceptable to the firm.

**SCHEDULE**

The following is the schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.

| **Event** | **Date** |
| --- | --- |
| **RFP** |  |
| RFP advertised | June 19, 2009 |
| Questions from vendors will be collected. **No questions will be accepted following this deadline**. An addendum containing all questions and responses will posted on <http://www.govbids.com/scripts/co1/public/home1.asp>  | June 26, 2009 no later than 2:00pm (our clock) |
| **Addendum issued** containing responses to questions | June 29, 2009 close of business |
| **Proposals due**  |  July 15, 2009 prior to 2:00 p.m. (our clock) |
| Finalist Interviews (if required)  | August 5, 2009  |
| Contract Negotiations | August 7 – 21, 2009 |
| Contract Start | September 1, 2009 |

**SELECTION PROCESS**

Responses to this request will be evaluated by the Evaluation Committee members, a sub-committee of the District’s Supplemental Retirement Plan Committee and the Voluntary Retirement Plan Committees (Committees) and/or their delegates, with the assistance of staff from Human Resources, Benefits, Financial Services and Purchasing. This evaluation committee will make a recommendation for award.

Vendor proposals may be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all minimum eligibility and other requirements as outlined to be considered.

Proposals not meeting minimum eligibility requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor if it is deemed to be in the best interest of the District.

The District may choose to ask clarification questions in writing and include the additional information gathered in this process to all qualified respondents.

References of the top vendors will be checked to verify their selection.

Evaluation and rating of the responses will be based on:

* + Information provided by the vendor in their response
	+ Information provided by the vendor in response to District clarification questions
	+ Information from reference checks

The second stage, if required by the District, will be a presentation and interview of finalists by the evaluation committee. Presentation/Interview, if applicable, shall be conducted in Golden, Colorado on Wednesday, August 5, 2009. Project Manager for the proposing firm will be required to attend along with other key staff that would be assigned to this project.

### EVALUATION CRITERIA

The information listed below is in a random order. Proposals will be evaluated based on the following criteria:

* Relevant experience and qualifications of the firm and the individual consultants and subcontractors (if any) proposed for the District.
* Proposed work plan, soundness of approach and understanding of the needs of the District.
* Demonstrated ability to perform the services referred to in the RFP.
* References and recommendations of other clients.
* Fees.
* Contract terms and conditions.

**TERMS AND CONDITIONS**

SUBMISSION: Late responses will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this RFP as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at **least 72 hours prior to the closing date and time.**

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Respondents against nonresident Respondents to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

MODIFICATION: Any alteration, erasure or interlineation by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent’s letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this RFP be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

PRICING: All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to **Jefferson County Public School District, Attn: Accounts Payable, 1829 Denver West Dr. Bldg #27, Golden Colorado 80401**.

QUALITY: All goods/services furnished must strictly conform to the RFP and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods/services must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent’s compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

SHIPPING:Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

DELIVERY:Delivery dates must be specified on this bid. **Time is of the essence**. Delivery is part of the consideration and the advised delivery date given on this RFP must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.

SAMPLES: Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Respondents’ expense.

NON-COLLUSION:By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES:Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this RFP. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE:The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Jefferson County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado. Firms are responsible for ascertaining the pertinent legal requirements and restrictions.

TAX: The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Respondent shall file an “Application for Exemption Certificate” with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

HOLD HARMLESS:The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

Appropriations & Approval: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

Insurance: The Respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers’ compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than $2,000,000 ($2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit $2,000,000, $2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Respondent will furnish copies of insurance certificates for statutory workers’ compensation and employers’ liability with limits of not less than $1,000,000. The District reserves the right to change or waive insurance requirements it is deemed to be in the District’s best interest to do so. As part of the proposal response companies are requested to provide the type of insurance and coverage levels their company carries.

ILLEGAL ALIENS: Pursuant to Colo. Rev. Stat. § 8-17.5-101 *et. seq*., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq*., Vendor/Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Vendor/Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Vendor/Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor/Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Vendor/Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor/Contractor shall:

a. Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United states or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on all employees who work on district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Respondent must complete the district’s Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.

THIRD PARTY INTELLECTUAL PROPERTY: The project may require the Respondent to utilize intellectual property owned by third parties. The Respondent acknowledges that it is wholly responsible for complying with all intellectual property law, including copyright, trademark, and patent law, and that it has or will secure all necessary permissions to use third parties’ intellectual property in carrying out this Project. The Respondent agrees to indemnify and defend the District from all liability arising out of or related to the Respondent’s use as part of this project of any intellectual property in which a third party asserts an interest.

**Sample Agreement**

THIS AGREEMENT (“Agreement”) is entered into and made effective this \_\_\_\_ day of April, 2009 (“Effective Date”) by and between Jefferson County Public Schools R-1 (“District”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) with offices located at, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# RECITALS

 WHEREAS, the District seeks to purchase awarded services quoted on Request for Proposal (RFP) No.21964, Employees Wellness Program issued by the District.

 WHEREAS, the District issued RFP No.22385 and awarded the RFP as specified in the RFP document.

 WHEREAS, the District and the Vendor desire to enter into an agreement in accordance with the terms and conditions contained herein.

# AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

The **Contract Documents shall be this Agreement**, the RFP No. 22385, together with the District’s Proposal document in its entirety, Proposal Terms and Conditions, any Addenda, and the Proposal of the Vendor all incorporated herein by reference.

The District accepts the Proposal of the Vendor for the items, estimated quantities and estimated costs as set forth in the Proposal of the Vendor, and the Vendor at its sole risk, cost and expense agrees to furnish, supply and deliver the said item or items as ordered and to perform all necessary labor, and to undertake and complete this Agreement in accordance with the standards of the industry and the terms of this Agreement and the other contract documents.

Term. The term of this Agreement shall commence on September 1, 2009 and shall continue through August 31, 2010 unless earlier terminated as provided herein. The District reserves the right to renew and extend the executed agreement for up to four (4) additional one (1) year periods upon mutual agreement between the District and the Vendor.

Extension of Credit and/or Faith. The Vendor shall not extend the credit and/or faith of the District to any person, firm, organization, association, or corporation.

Assignment. This Agreement and each of the rights, duties, and obligations hereunder, may not be assigned or transferred, in whole or in part, without the prior written approval of the District. The vendor may not assign staff to perform services under this agreement other than the staff submitted in the proposal without prior approval of the District. The District reserves the right to withhold approval if it is determined to be in the District’s best interest.

Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement of the parties regarding the subject matter herein and supersedes all prior agreements, verbal or written, which pertain to the subject matter herein. This Agreement may be modified only by writing signed by all parties. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party giving the waiver.

Governing Law. This Agreement shall be construed and governed by the laws of the State of Colorado. In the event of litigation, jurisdiction and venue shall be in the County or District Court, County of Jefferson, Colorado.

Severability. If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the other provisions of this Agreement shall remain applicable to the parties and be given full effect.

Appropriations. Any and all obligations of the District under this Agreement are subject to annual budgeting and appropriation by the District.

Termination. Either party may terminate this Agreement in the event the other party is in default of any of its obligations hereunder; provided, however, that the non-defaulting party has given the defaulting party written notice specifying the nature of the default, and the defaulting party shall fail to cure the default within thirty (30) days of such notice. The District may terminate this agreement at any time upon ten (10) days written notice.

Independent Contractor. The Vendor is an independent contractor, and nothing herein contained shall constitute or designate the Vendor or any of its employees or agents as agents or employees of the District.

Insurance. The vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers’ compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Vendor or his agents. The Vendor will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than $2,000,000 ($2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit $2,000,000, $2,000,000 aggregate must be maintained. Professional liability insurance with limits of $2,000,000 per claim and aggregate, if “Claims Made”, coverage is to be maintained for a period of two years beyond the expiration of this contract or a two year extended reporting period must be purchased. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Vendor will furnish copies of insurance certificates for statutory workers’ compensation and employers’ liability with limits of not less than $1,000,000.

ILLEGAL ALIENS: Pursuant to Colo. Rev. Stat. § 8-17.5-101 *et. seq*., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq*., Vendor/Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Vendor/Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Vendor/Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor/Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Vendor/Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor/Contractor shall:

a. Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United states or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

Third Party Intellectual Property. The project may require the Vendor to utilize intellectual property owned by third parties. The Vendor acknowledges that it is wholly responsible for complying with all intellectual property law, including copyright, trademark, and patent law, and that it has or will secure all necessary permissions to use third parties’ intellectual property in carrying out this Project. The Vendor agrees to indemnify and defend the District from all liability arising out of or related to the Vendor’s use as part of this project of any intellectual property in which a third party asserts an interest.

Use of Work Product. Consultant's work product produced or created by Consultant specifically and exclusively for the District (“work product”) shall be delivered to the District in the time frame contemplated by this Agreement, shall become the property of the District, and may be used by the District for any purpose connected with the Project or as otherwise contemplated hereunder. Consultant shall not be responsible, and shall have no liability whatsoever, if the work product is used for a purpose or in a manner other than the parties contemplated hereunder. The District further understands that Consultant retains exclusive rights to the intellectual capital (such as methodologies, know how, models, tools, and any graphic or digitized representation of any of these) now possessed, or subsequently developed, by Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**By: VENDOR**  **JEFFERSON COUNTY PUBLIC SCHOOLS R1**

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

 Signature Signature

 Name Name