



State Association of County Retirement Systems (SACRS)

REQUEST FOR PROPOSALS (RFP)

ASSOCIATION LEGISLATIVE ADVOCACY SERVICES

Release Date: February 15, 2019
Proposal Deadline: March 22, 2019 at 4:00P.M.
Awarding of Contract: June 15, 2019
Effective: July 1, 2019

Questions are listed on page 22 of this document as of March 8, 2019



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I. Introduction

SACRS, an acronym for the State Association of County Retirement Systems (the Association), is an association of 20 California county defined benefit retirement systems, established under the County Employees Retirement Law of 1937 (CERL), California Code section 31450 et seq. The CERL governs the benefits and administration of these county retirement systems.

In the late 1930's and the 1940's, individual counties established their retirement systems by the adoption of an ordinance, accepting the provisions of the CERL. Over time, 20 California counties opted to adopt such an ordinance. As time went on, these counties banded together into the SACRS organization. The counties range from heavily populated Los Angeles County to the northernmost SACRS County of Mendocino, with a population of 89,000. Collectively, the Retirement Systems' assets are in excess of \$110 billion held in trust for over 500,000 members, with the median county system of \$1.5 billion in assets and approximately 8,600 members.

Except for the Board of Investment in Los Angeles County (which has jurisdiction over investments and funding matters) the management of each county retirement system is vested in the Board of Retirement, consisting of nine trustees. Four are elected by their peers for 3-year terms (2 general members, 1 safety member, and 1 retired member of the plan); four public members are appointed to 3-year terms by the Board of Supervisors; and one is the County Treasurer. Some Boards have an alternate safety member, alternate retired member and/or alternate appointed member. The Boards of Retirement, or Board of Investment for Los Angeles County, have fiduciary responsibility for and control of the operations and investment of the employees' retirement fund.

During the formation days of these county retirement systems, the funds were invested in short-term cash instruments, bonds and mortgages. The voters of California passed Proposition 21 at the June 5, 1984 Primary Election, which allowed the Retirement Boards to invest in any form or type of investment deemed prudent by the Board. The Legislature then enacted G.C. Section 31595 which requires board members to carry out their duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims. This enactment canceled an earlier restriction of a maximum ownership of 25% of any fund's assets in stocks. All Boards of Retirement (and the Board of Investments in Los Angeles County) now diversify the allocation and investment of plan assets, with a duty to maximize return and minimize risk of loss. Most funds invest in or are considering fixed income, equities (both U.S. and international), commercial real estate, venture capital, private equity and short-term cash instruments. With the significant sums in the various funds, most



Boards of Retirement, in carrying out their fiduciary responsibilities considering the prudent person rule, have hired outside firms to manage some or all of their investments, as well as consultants to provide investment guidance. The management and consulting fees of such funds are paid as an administrative expense of the fund.

Regarding the fiduciary responsibility of the Boards of Retirement, G.C. Section 31595(a) requires the Board and its officers and employees to discharge their duties solely in the interest of, and for the exclusive purpose of:

- providing benefits to participants and their beneficiaries
- minimizing employer contributions thereto
- defraying reasonable expenses of administering the system

Where does SACRS fit in? During the early years, the 20 individual retirement systems were isolated. The County Treasurers, through their association, worked together on legislation affecting the systems. In the early 1970's, a wider confederation was formed which evolved into SACRS. The Constitution of SACRS states that the purpose of the Association is to provide forums for disseminating knowledge of, and developing expertise in, the 1937 Act retirement systems; and further, that the Association foster and take an active role in the legislative process as it affects SACRS retirement systems. SACRS now meets as an organization twice a year with all 20 counties participating through attendance by Trustees, Administrators, Treasurers and staff. Education and legislation are the principle focus of these meetings, particularly education in the investment and fiduciary responsibility area.

The Association is governed by a Board of Directors and its advocacy efforts are managed by a Legislative Committee.

Board of Directors:

- Dan McAllister, President, San Diego County Employees' Retirement Association
- Vivian Gray, Vice President, Los Angeles County Employees' Retirement Association
- Kathryn Cavness, Secretary, Mendocino County Employees' Retirement Association
- Harry Hagen, Treasurer, Santa Barbara County Employees' Retirement System
- Ray McCray, Immediate Past President, San Joaquin County Employees' Retirement Association
- Roger Hilton, Board Member, Orange County Employees' Retirement Association
- Chris Cooper, Board Member, Marin County Employees' Retirement Association

II. Background

SACRS has retained the services of an advocacy firm for over twenty years. The purpose of this solicitation is to continue the effectiveness of the Association by assessing opportunities to be more influential in the legislative arena and improving public awareness and perception of the Association.

The scope of this RFP is limited to Legislation, Consulting and Advocacy Services.



The initial Contract will be for three (3) years.

III. Minimum Requirements

The following are the criteria for an offer to be considered as an eligible candidate to bid on the requested services described in this RFP.

The Bidder must meet the following Requirements:

General

1. A minimum of five years' experience providing registered advocacy services to similar groups involved in public sector matters;
2. General knowledge of the legislative processes necessary to support and maintain a California public entity legislative program.

Legislative, Consultant and Advocacy Services

1. Be a person, or firm of persons, who are, by education, training and experience, competent to act effectively and efficiently as a legislative advocate at the State level on behalf of the Association;
2. Have demonstrated positive and effective relationships with State Legislators and Administration Officials in State government;
3. Have demonstrated effectiveness in advocating for clients before the Assembly and Senate policy committees;
4. Have demonstrated positive and effective relationships with public defined benefit plan focused lobbying groups and representatives;
5. Have a general understanding of public defined benefit retirement principles and the major issues, legislation and related financial impacts affecting public pension plans;
6. Have an office in Sacramento that is conveniently located near the State Capitol building, and have meeting space available for limited use on a pre-scheduled basis for the Legislative Committee while performing Association business;



7. Timely disclose any potential conflicts that might occur with other clients that could have interests adverse to those of the Association.

IV. Scope of Services

1. Advocate and closely monitor the interests of the Association in proposed and pending legislation; as well as the regulatory and administrative actions of the Governor and his Administration, other state agencies, state and local public defined benefit plans, departments, boards, commissions, committees and their staff and other active stakeholders.
2. Seek out, identify and timely report to the Association on proposed legislation, regulations and state administrative actions, that would or potentially could impact Association members.
3. Maintain close contact with the Association Board of Directors and the Legislative Committees and other Association members to fully understand Association needs, desires, interests and policies as they may pertain to activity in Sacramento and keep those individuals timely aware of such activities.
4. Participate in conference calls with the Association.
5. Support the development of the Association’s annual legislative program and implement the program once it is approved by the SACRS membership.
6. Develop a strategy for the Association based on its goals and desire to establish a respected and known presence to influence Legislators and their staff regarding the Association’s mission and responsibilities. This could include marketing strategy, brochures, handouts, multimedia materials, introduction meetings, etc.
7. Provide members of the Legislature and their staff and the Governor’s Administration and state agency staff, details of the costs and programmatic impact of proposed legislation, regulations, or administrative action on the Association.
8. Facilitate access to the Governor and his administration, Legislative members and various state department administrators and staff, upon request.
9. Monitor, review, and provide ongoing advice on the State Budget affecting Association members.
10. Provide assistance to the Association in drafting proposed statements for testifying on pending legislation or regulations, which could impact the Association members.



11. Testify on behalf of the Association’s adopted positions on proposed legislation at Assembly and Senate committee hearings and floor hearings, when appropriate.
12. Attend, where appropriate, legislative events and media presentations on behalf of the Association and include a briefing in a monthly report to the Legislative Committee.
13. Promote strategic alliances with other associations that have complimentary interests with that of the Association from time-to-time. These initiatives must be coordinated with the Association prior to initiation. These relationships must be viewed as temporary alliances for legislative purposes only.
14. Coordinate Association legislative efforts with other advocacy groups and individuals in Sacramento and other areas of the state.
15. Provide timely updates to the Association’s Legislative Committee regarding issues of immediate concern.
16. Prepare and provide monthly written reports on issues in Sacramento that may impact the Association.
17. Provide assistance in reporting lobbying activities to the Secretary of State on a quarterly basis as required by law. Evidence of reporting and compliance must be provided to the Association.
18. Comply with all reporting requirements of the California Fair Political Practices Commission.
19. The selected bidder will perform the scope of services within the financial limits set by the Contract.
20. Provide an annual report on how the selected bidder was able to meet /or not meet their responsibilities as listed in this scope of services.
21. Attend the two semi-annual SACRS conferences, Spring/May and Fall/November. Present the Legislative update to the general membership and report at the Friday Business meeting to the voting delegates.
22. Provide a quarterly written article for SACRS Magazine.
23. Provide written update for SACRS Board of Directors meetings.
24. During the term of the Contract,



- a) The selected bidder shall not enter into a relationship with any entity with interests that conflict with those of the Association without prior informed written consent of the Association.

- b) The selected bidder will not represent any clients with interests adverse to the Association in any litigation in which the Association is named in the complaint or petition, without the prior informed written consent of the Association.

V Proposal Submission and Timeline

1. Questions regarding the contents of this RFP must be submitted in writing on or before 12 Noon (PST) on March 1, 2019 and directed to the individual listed below. All questions will be answered and posted to the SACRS website, www.SACRS.org, by March 8, 2019 without reference to the entity that asked the question.

2. All correspondence, including proposals, is to be submitted to:

SACRS
Sulema H. Peterson, SACRS Administrator
1415 L Street, Suite 1000
Sacramento, CA 95814
Sulema@sacrs.org

E-mail address may be used to submit questions and proposals.

3. Once this RFP has been issued, Bidders are specifically directed not to contact Association members for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Bidder. All questions regarding this RFP can be presented in writing as indicated above.

4. All proposals must be received not later than 4 p.m. on March 22, 2019. Postmarks will not be accepted in lieu of actual receipt. The Legislative Committee and Board of Directors reserves the right to accept late or amended proposals.

5. The following is the timeline for this RFP:

Release of RFP	February 15, 2019
Deadline for Submission of Questions -	March 1, 2019
Deadline for Providing Association’s Responses to Bidders’ Written Questions -	March 8, 2019, 12 Noon (PST)



Deadline for Proposals	March 22, 2019, 4 p.m. (PST)
Tentative Date for Awarding Contract	June 15, 2019
Effective	July 1, 2019

VI. Proposal Conditions

1. This RFP does not commit the Association to award a Contract. The Association reserves the right to accept or reject any or all proposals, if the Association determines it is in the best interest of the Association to do so. The Association will notify all Bidders in writing if the Association rejects all proposals. The Association reserves the right to waive any immaterial irregularities in submitted proposals.
2. The Association reserves the right to issue addenda or amendments to this RFP.
3. To be considered, all proposals must be submitted in the manner set forth in this proposal.
4. This RFP does not commit the Association to pay any costs incurred by bidder in the preparation of a proposal in response to this request and the Bidder agrees that any and all costs incurred in developing and presenting this proposal are the responsibility of the Bidder.
5. The Association may require the selected Bidder to participate in negotiations for the final Contract, and to submit a separate price listing for other technical or other advocacy-related activities as may result from negotiations.
6. Proposals shall remain firm, binding and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening. The Association realizes that conditions other than price are important and will award Contract(s) based on the proposal that best meets the needs of the Association. While cost may not be the primary factor in the evaluation process, it is an important factor.
7. The Association will consider any and all proposals. A list of suggestions or procedures that a bidder would propose in lieu of any of the Scope of Services listed above can be attached to the response. The Association does, however, reserve the right to reject any or all proposals.
8. The selected Bidder will be required to enter into a formal agreement with the Association. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, the Bidder will be deemed to have agreed to each clause unless the Bidder's proposal identifies an objection and Association agrees to a change in writing.



Failure to raise any objections or conditions for the scope of services, or the nature of the Contract to implement the scope, at the time a proposal is submitted in response to this RFP will result in a waiver of objection to any of the Contract language.

9. Under the public records act, Bidders should be aware that their proposals maybe reviewed by other competitors.

10. The final authority to award a Contract rests solely with the SACRS Board of Directors.

VII. Proposal Requirements

General

1. All interested and qualified bidders are invited to submit a proposal for consideration. Submission of a proposal indicates that the bidder has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. 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.
3. 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 that is conditional or incomplete may be rejected at the discretion of the Association.
5. All proposals and related materials become the property of the Association upon submission.

Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, single-sided 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 of each page.
2. One (1) original and three (3) copies, total of four (4) along with one (1) USB Drive with a pdf file of the complete proposal must be received by the deadline for receipt of proposal specified in Section II,



Proposal Timeline. The original, all copies and the USB Drive must be in a sealed envelope or container stating on the outside: Contractor Name, Address, Telephone Number, RFP Title, and Proposal Due Date.

3. Hand carried proposals may be delivered to the address listed in Section V. Bidders 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.

Proposal Format

Bidders must provide the following information in the following format:

1. Cover Page – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an officer of the bidder who is authorized to bind the firm contractually.
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 prospective Bidder and legal entity such as corporation, partnership, etc.;
 - b) Number of years the prospective Bidder has been in business under the present business name, as well as related prior business names;
 - c) A statement that the prospective Bidder has a demonstrated capacity to perform the required services;
 - d) Information on the circumstances and status of any investigation, examination, complaint, disciplinary action or other proceeding commenced by any state or federal regulatory body or professional organization during the past ten (10) years against the bidding firm or any assigned professional staff.
 - e) Information on the circumstances and status of any pending litigation or litigation that has taken place against the bidding firm or any assigned professional staff during the past ten (10) years.
4. Client List – The Bidder shall list all clients for whom the firm performs representation or advocacy services similar to those specified in this RFP now and in the previous 18 months.
5. Statement of Certification – Complete Attachment B, initial, sign and include in the submitted proposal.



6. References – Complete Attachment C with a minimum of five references and include in the proposal.

Proposal Description

Provide a detailed description of the proposal, including:

1. A written brief synopsis of the bidder’s understanding of the Association’s needs as described in the RFP and how the bidder will meet those needs;
2. Describe recent similar projects. These experiences must show the qualifications of the bidder’s team capabilities to meet the Association’s needs. Provide a summary of the scope of services performed for these other projects, a chart clearly indicating the role and organization of relationships of the bidder to its client, and other firms performing work for the project;
3. Provide an overview of the Bidder’s strategic approach with new clients;
4. Provide a work plan or description of how the work will be performed;
5. Provide background information on who will be assigned to the Association’s Contract.
6. Describe how the interaction between the bidder and the Association will take place to ensure that the services are performed and to the Association’s satisfaction, including resolving problems that may be encountered;
7. Indicate whether or not bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted;
8. Describe how Bidder’s compliance and quality assurance policies will ensure this agreement is performed and fulfilled as expected and required by the Association;
9. Describe Bidder’s reporting mechanisms;
10. Describe Bidder’s IT capabilities for this service;

Insurance

1. Submit evidence of ability to insure as required in Section VIII Indemnification and Insurance Requirements.



Cost Proposal

1. The Association seeks an all-inclusive cost proposal however, if the bidder suggests additional services beyond the scope of this proposal, provide a separate, detailed breakdown on various potential costs of each component.
2. The Association is seeking an initial agreement of three years. It expects to see a higher bid for the first year as the contractor establishes necessary systems to accommodate the Association's needs. The Association will evaluate the cost proposals on a cumulative three-year basis.

VIII. Contract Requirements – General; Indemnification and Insurance Requirements; Right to Monitor and Audit

A. General

1. 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. In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, or employees of the Association.
3. The Contractor will designate an individual to serve as the primary contact for the Contract and the primary advocate for the Association. Contractor or designee must respond to Association inquiries within twenty-four (24) hours. Contractor shall not change the primary contact without written notification and acceptance of the Association. Contractor will also designate a secondary contact and advocate in the event the primary contact is not available.
4. Contractor shall notify the Association in writing of any change in of personnel or organization within ten (10) business days of the change.
5. Contractor agrees not to subcontract any work contemplated under the Contract without first obtaining written approval from the Association. Any subcontracting shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor engaged for the performance of some or all of the services contemplated by Contract.



6. Without the prior written consent of the Association, the Contract is not assignable by Contractor either in whole or in part.
7. Contractor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed and approved by the authorized officers or employees of the parties hereto as an addendum to the original Contract.
8. The Association for its convenience may terminate the Contract upon thirty (30) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the written notice directs otherwise.
9. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney 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 Section VIII Indemnification and Insurance Requirements.
10. The venue of any action or claim brought by any party to this Contract will be filed in a court of proper jurisdiction within the County of Sacramento. 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 Contract 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 Sacramento County.
11. In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the Association within one (1) working day, in writing and by telephone.
12. Contractor shall make all reasonable efforts to ensure that no Association officer, whose position in the Association enables him/her to influence any award of this Contract or any competing offer, shall have direct or indirect financial interest resulting from the award of this Contract or any personal relationship to the Contractor, or officer, or employee of the Contractor.
13.
 - a) Contractor 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 Association in an attempt to secure favorable treatment regarding this Contract.
 - b) The Association, by written notice, may immediately terminate the Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee,



or agent of the Association with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

c) Contractor shall immediately report any attempt by an Association officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the President of the Board of Directors. In the event of a termination under this provision, the Association is entitled to pursue any available legal remedies.

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

15. All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of the Association upon payment for product/services. All such items shall be delivered to the Association at the completion of work under this Contract, subject to the requirements of Section VIII Contract Requirements. Unless otherwise directed by the Association, Contractor may retain copies of such items.

16. No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with Association may be made or used without prior written approval of the Association.

B. Indemnification and Insurance Requirements

1. The Contractor agrees to indemnify, defend and hold harmless the Association 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 Association on account of any claim therefore, except where such indemnification is prohibited by law.

2. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

a) Workers' Compensation – 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 Contractor and all risks to such persons under this Contract.



If Contractor has no employees, it may certify or warrant to Association 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 Association.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the Association determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);

c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or

d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. The Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the Association, its officers, employees, agents, volunteers, vendors, and subcontractor.

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

5. Upon award of the Contract, Contractor shall immediately furnish certificates of insurance to the Association administering the Contract evidencing the insurance coverage, including the endorsements above required, and 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 Association. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

6. The above insurance requirements may be subject to periodic review by the Association. The Association is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Association determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Association. In addition, if the Association determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Association 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, inflation, or any other item reasonably related to the Association’s risk.



Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by addendum to this Contract. Contractor agrees to execute any such addendum within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. The Association 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 Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the Association in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the Association.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by the Association for a period of three years after final payment under the Contract.

IX. Evaluation Process

General

1. All proposals will be subject to a standard review process developed by the Association's Legislative Committee. Scoring proposals will be based on a ranking system.
2. The Association reserves the right to request the information described herein from the bidder. Failure to provide the information may result in a disqualification from the selection process. The Association also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The bidder also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process. The bidder 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 bidder will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

Evaluation Criteria – Initial and Final Review



1. All proposals will be initially evaluated to determine if they meet the mandatory requirements. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the Association to be immaterial or inconsequential. In such cases, the bidder will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the Association may elect to waive the deficiency and accept the proposal.
2. Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):
 - a) Bidder's qualifications and experience in providing these services.
 - b) Selection will be based on determination of which proposal best meets the needs of the Association as presented in the requirements of this RFP.
3. Cost of service is an important factor in the evaluation process, but the Association is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

Contract Award

1. Contract will be awarded based on a competitive selection of proposals received. A recommendation will be made by the Legislative Committee to the Board of Directors. The Board of Directors will make the ultimate determination regarding award of Contract.
2. The contents of the proposal of the successful bidder will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.
3. It is anticipated that the Association will award one Contract for this service. The Association reserves the option to make the award as it deems to be in the best interest of the Association.



ATTACHMENT A – COVER PAGE
SACRS

PROPOSAL FOR ASSOCIATION LEGISLATIVE ADVOCACY SERVICES

BIDDER’S NAME (name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF CONTRACTOR’S CONTACT PERSON:

MAILING ADDRESS:

Street Address:

City, State, Zip:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WEBSITE:

BIDDER’S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain):

If Corporation, Date Incorporated:

State Incorporated:

States Registered in as foreign corporation:

BIDDER’S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

BIDDER’S AUTHORIZED SIGNATURE:

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

SIGNED:

DATE:

PRINT NAME:



TITLE:

ATTACHMENT B
SACRS

STATEMENT OF CERTIFICATION
BIDDER’S NAME (name of firm, entity or organization)

The following statements are incorporated into and made a part of this proposal for Association Legislative Advocacy Services.

The Bidder warrants and represents that: Agree (initial) Disagree with qualification (initial and attach explanation)

1. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
2. All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective bidder or competitor for the purpose of restricting competition.
3. All declarations in this proposal and attachments are true and correct. If any declaration is found to be false or incorrect, the Association is entitled to pursue any remedy by law.
4. All provisions of the RFP and this proposal shall be binding if this proposal is selected and a contract awarded.
5. The bidder will provide the Association with any other information the Association determines is necessary for an accurate determination of the bidder’s ability to provide the services being proposed.
6. If selected, the bidder will comply with all applicable rules, laws, and regulations.

Signature

Date



Print name

ATTACHMENT C – REFERENCES

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

Entity Description of Services Provided -
Attach additional documentation if necessary,
Dates Services Provided (from/through)
Contact Name/Address Phone Number



Questions from entities:

Is an organizational chart necessary?

A chart is not necessary as long as we get a description of organizational relationships. If you include a chart, great. If a list is easier for you than provide in list format.

Reporting Mechanisms

On the reporting mechanisms, in #4 we ask for a description of how the firm will perform the work, which should include how it will be reporting to the client. Question #9 is asking about the firms required reporting to regulatory agencies.

Compensation

The fee or compensation should be included in the *PROPOSAL FOR ASSOCIATION LEGISLATIVE ADVOCACY SERVICES* section.