

RFP 1658

All Prospective Vendors submitting a proposal must be listed on the “Electronic Bidders List” by subscribing on the City’s website. If the Vendor is not listed on the Electronic Bidders List the proposal will not be considered or accepted. Only proposals submitted to the Purchasing office located on the 6th floor of City Hall and time stamped before the deadline will be accepted. The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and or services.

Proposals are to be submitted to the Purchasing desk located on the 6th floor of City Hall, 3900 Main Street, Riverside, CA no later than November 10, 2016 before 4:00pm. The time and date are fixed and extensions will not be granted. Proposals not received before the bid event time will not be accepted.

Reminder: Proposals are to be submitted on a CD or DVD. No Flash Drives or Hard Copies will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder’s Name & Address

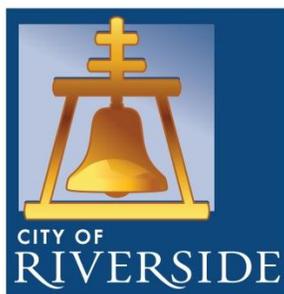
City of Riverside
Purchasing Dept.
Attn: Art Torres (RFP 1658)
3900 Main Street
Riverside CA 92522

RFP No.: RFP 1658
Due: 11/10/2016
Before: 4:00pm
Project: City of Riverside Deferred Compensation Plan Services

REQUEST FOR PROPOSAL

CITY OF RIVERSIDE

DEFERRED COMPENSATION PLAN SERVICES



City of Arts & Innovation

***HUMAN RESOURCES DEPARTMENT
3900 MAIN STREET
RIVERSIDE, CA 92522***

PROPOSAL DUE: November 10, 2016 by 4:00 p.m.

RFP No. 1658

**CITY OF RIVERSIDE
REQUEST FOR PROPOSALS**

TABLE OF CONTENTS

1. Introduction.....	3
2. General Background and Description.....	3
3. Evaluation Criteria.....	7
4. Proposal Schedule.....	8
5. Instructions for Submission of Proposal.....	9
6. Selection Process.....	9
7. RFP Requirements and Questionnaire.....	10
8. Insurance Requirements.....	25
9. Permits and Licenses.....	26
10. General Terms and Conditions.....	26
11. Public Records.....	27

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Section 1: Introduction

The City of Riverside (“City”) invites proposals from qualified firms to provide comprehensive plan administration, record keeping, enrollment, education services, trustee and asset custodial services for the City’s 457, 401(a) deferred compensation plans and retirement health savings plans, for a term of five (5) years. The submissions will be evaluated based on the criteria detailed within this Request for Proposals (RFP). If the selected offer is not the existing vendor(s), the City would like to transition from its current retirement plan provider(s) to the new vendor(s) with a target effective date of July 1, 2017. The submitted proposals will be evaluated on the vendor’s ability to provide recordkeeping, communication/education, investment capabilities, and the overall fee structure provided by the vendor.

Section 2: General Background and Description

Riverside is located 50 miles east of Los Angeles and 30 miles north east of Orange County. With a population of over 324,000 residents, Riverside is the economic and cultural heart of the Inland Southern California region, and is quickly becoming one of California’s most diverse and successful cities. Today, Riverside continues to thrive, experiencing growth as a university community of more than 50,000 students, as an innovative community of hi-tech and bio-tech companies, and as the Justice Center of the Inland Empire.

The City of Riverside as a government entity has approximately 2,038 active employees who are eligible to participate in defined benefit plans. The City currently has two service providers for deferred compensation plan recordkeeping services. A list of the City’s Deferred Compensation Plans is provided below.

The City utilizes the services of two Record-keepers for the following Plans:

- Record-keeper #1
 - 457(b) – 302829
 - 401(a) – 107360
 - 401(a) – 107361
 - 401(a) – 107362
 - 401(a) – 107363
 - 401(a) – 106659
 - RHS (Health Savings Plan) – 800212 – Frozen Plan
- Record-keeper #2
 - 457(b) – 98246-01

The following areas are of primary importance to City with regard to the plans administration:

- Face-to-face, one-on-one meetings with plan participants.
- A financial education program.
- Financial planning for individual employees.
- Retirement planning tools for participants (calculators, ability to offer asset allocation models).
- Open architecture fund platform.
- Reporting capabilities.
- Robust recordkeeping platform.
- Technology and website capabilities, both in regard to the participant and plan sponsor’s.

Fees will be an important consideration in the evaluation of the proposals. Please base your firm’s proposal on the following plan statistics as of March 31, 2016:

City of Riverside Deferred Compensation Plan Services – Request For Proposal

	Record Keeper #1					Record Keeper #2
	457(b) – 302829	401(a) – 107360	401(a) – 107361	401(a) – 107362	RHS (Health Savings Plan) – 800212	457(b) – 98246-01
Total active participants with a balance	840	5	N/A	8	45	886
Total terminated participants with a balance	368	4	N/A	5	2	326
Total number of account balances	1208	9	2	13	47	1212
Total participants actively deferring	760	5	N/A	5	0	701
Trailing 1-Year Net Cash Flow	-\$1,063,334	-\$126,517	\$3,873	\$59,185	-\$17,668	\$865,280

There are approximately 2,038 unique participants with a balance across all plans between Record-keeper #1 and Record-keeper #2.

For comparison purposes, the City of Riverside would like to keep its existing fund line-up and share classes (transfer in-kind), as depicted in the “Background on Client” section of this RFP. If maintaining the existing line-up and share classes is not permissible due to proprietary fund requirements or availability on the respondent’s platform, please suggest an alternative when completing the graph indicated in Section 7, item #98.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Record keeper #1:					
Investment Option	401(a) - #107362	401(a) - #107360	401(a) - #107361	457(b) - #302829	Total
PLUS Fund	\$438,460	\$252,304	\$33,801	\$24,819,693	\$25,544,257
American Funds Growth Fund R4	\$862	\$37,080	\$15,473	\$10,374,887	\$10,428,302
Prudential Jennison Mid Cap Growth A	\$1,084	\$0	\$16,949	\$5,297,181	\$5,315,215
Fidelity Diversified International	\$3,497	\$0	\$11,759	\$3,919,505	\$3,934,762
Vanguard 500 Index Adm	\$0	\$20,569	\$0	\$3,386,066	\$3,406,635
American Beacon Large Cap Value	\$1,442	\$0	\$35,364	\$2,788,636	\$2,825,441
Fidelity Contrafund	\$2,204	\$0	\$0	\$2,744,040	\$2,746,244
T. Rowe Price Growth Stock Adv	\$2,170	\$0	\$0	\$2,694,529	\$2,696,698
American Century Value	\$8,097	\$0	\$0	\$2,646,711	\$2,654,808
T. Rowe Price Retirement 2020	\$73,769	\$30,115	\$0	\$2,342,786	\$2,446,670
Vanguard Total Bond Mkt Idx Adm	\$3,413	\$0	\$40,195	\$2,209,367	\$2,252,975
T. Rowe Price Retirement 2035	\$0	\$0	\$0	\$2,190,059	\$2,190,059
American Funds Fundamental Inv R4	\$7,408	\$0	\$8	\$2,105,033	\$2,112,450
Oakmark Equity & Income I	\$48,448	\$0	\$0	\$1,949,400	\$1,997,848
T. Rowe Price Retirement 2030	\$1,336	\$101,851	\$0	\$1,882,608	\$1,985,795
T. Rowe Price Retirement 2025	\$12,257	\$0	\$0	\$1,882,006	\$1,894,263
T. Rowe Price Retirement 2040	\$0	\$0	\$0	\$1,807,243	\$1,807,243
Metropolitan West Total Return Bond M	\$10,515	\$0	\$0	\$1,744,588	\$1,755,104
T. Rowe Price Retirement 2015	\$0	\$26,517	\$0	\$1,480,263	\$1,506,781
Vanguard Total Stock Mkt Index	\$0	\$13,874	\$0	\$1,237,008	\$1,250,882
Vanguard Extended Mkt Idx Adm	\$0	\$0	\$0	\$1,004,995	\$1,004,995
American Funds Capital World G/I R4	\$3,802	\$0	\$0	\$955,090	\$958,892
American Century Real Estate Inv	\$2,931	\$0	\$0	\$860,736	\$863,667
T. Rowe Price Retirement 2005	\$126	\$0	\$0	\$770,709	\$770,835
Vanguard Total Intl Stock Idx	\$0	\$3,335	\$0	\$750,023	\$753,358
T. Rowe Price Retirement 2010	\$0	\$0	\$0	\$682,708	\$682,708
Dreyfus Cash Management	\$0	\$0	\$0	\$664,834	\$664,834
T. Rowe Price Retirement 2045	\$0	\$0	\$0	\$654,682	\$654,682
American Century Government Bond Inv	\$0	\$0	\$0	\$605,841	\$605,841
T. Rowe Price Small Cap Value	\$5,868	\$0	\$0	\$546,149	\$552,017
Goldman Sachs Mid Cap Value IR	\$0	\$0	\$0	\$510,311	\$510,311
T. Rowe Price Retirement 2060	\$0	\$0	\$0	\$335,894	\$335,894
Hartford SmallCap Growth Y	\$0	\$0	\$0	\$168,878	\$168,878
T. Rowe Price Retirement 2050	\$0	\$0	\$0	\$67,316	\$67,316
AllianzGI NFJ Sm-Cap Val	\$0	\$0	\$0	\$58,289	\$58,289
VantageTrust CD Account	\$0	\$0	\$0	\$12,383	\$12,383
T. Rowe Price Retirement 2055	\$0	\$0	\$0	\$1,959	\$1,959
Total	\$627,690	\$485,645	\$153,549	\$88,152,404	\$89,419,288

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Record keeper #1: Frozen RHS (Retirement Health Savings) Plan (800212)	
Investment Option	Total
Dreyfus Cash Management	\$10,662
Vantagepoint Low Duration Bond	\$190,002
Vantagepoint Core Bond Idx I	\$51,087
Vantagepoint Inflation Focused	\$21,090
Vantagepoint Milestone Ret Inc	\$311,283
Vantagepoint Milestone 2010	\$346,562
Vantagepoint Milestone 2015	\$255,322
Vantagepoint MP Trad Growth	\$37,568
Vantagepoint MP Long-Term Gr	\$122,876
Vantagepoint Equity Income	\$45,556
Vantagepoint 500 Stock Index I	\$25,748
Vantagepoint Broad Mkt Idx I	\$9,361
Vantagepoint Growth	\$19,700
Vantagepoint Select Value	\$16,602
Vantagepoint Aggressive Ops	\$49,284
Vantagepoint Mid/Sm Co Idx I	\$35,355
Vantagepoint Discovery	\$8,478
Vantagepoint International	\$3,511
Vantagepoint Ovrseas Eq Idx I	\$35,617
Total	\$1,595,664

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Record keeper #2 - Plan 98246-01	
Investment Option	Total Assets
Great-West Guaranteed Fixed Fund	\$20,237,120
American Funds Growth Fund R6	\$5,798,550
Great-West Stock Index	\$5,574,615
Great-West Guaranteed Certificate Fund 84M	\$5,355,994
Great-West Lifetime 2025 II	\$4,462,264
Guaranteed Interest Fund	\$3,911,961
Great-West Lifetime 2035 II	\$3,874,406
Great-West Lifetime 2045 II	\$3,251,486
Oppenheimer Global Y	\$2,549,867
American Funds EuroPacific R6	\$2,363,172
T. Rowe Price Equity Income	\$2,270,012
Great-West Daily Interest Guarantee Fund II	\$2,116,606
T. Rowe Price Mid Cap Growth	\$2,017,329
Fidelity Low-Priced Stock	\$1,787,204
Hartford Smallcap Growth Y	\$1,594,996
Great-West Bond Index Portfolio	\$1,578,157
Metropolitan West Total Return Bond	\$1,524,320
Artisan Mid Cap Value Instl	\$1,484,191
Janus Balanced I	\$1,429,351
Great-West Lifetime 2015 II	\$1,417,604
T. Rowe Price Dividend Growth	\$1,376,798
Great-West Guaranteed Certificate Fund 60M	\$928,966
Great-West Index 600 Portfolio	\$883,762
Great-West Lifetime 2055 II	\$752,699
Oakmark I	\$751,674
Great-West Money Market	\$543,754
Great-West S&P 500 Index	\$471,102
Columbia Small Cap Value I Z	\$407,180
Great-West Guaranteed Certificate Fund 36M	\$340,447
Loomis Sayles Small Value Instl	\$297,665
Great-West US Govt Securities	\$119,669
Total	\$81,472,921

Section 3: Evaluation Criteria

The Deferred Compensation committee will evaluate respondents in two phases. Phase 1 of the evaluation process will identify those respondents that meet the minimum qualifications that have been identified as critical components of a firm who will be able to meet the needs and objectives of the City. A respondent must meet all criteria in phase 1 of the evaluation process to move onto the second phase. Respondents who do not pass the first phase will be eliminated and no longer be considered for contract award.

PHASE 1 – Minimum Requirements

For a proposal to be qualified and move forward in the initial review process, the company must fulfill the minimum requirements listed below:

- a. The firm must have at least **100** - 457 Deferred Compensation Plans on its platform.
- b. The firm must have at least **15** - 457 Plans with assets of \$50 million or more on its platform.
- c. The firm must have at least **15** - 457 Plans with 1,000 participants or more on its platform.
- d. The firm must have at least **15** years in business administering 457 Plans.
- d. The firm must offer a fully integrated, bundled solution.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

PHASE 2 – Evaluation Criteria

The second phase of the evaluation process will be a detailed review and scoring in the following areas:

Recordkeeping and Administration	25 points
Communication and Education	25 points
Investments	20 points
Costs	<u>30 points</u>
Total Score Possible	100 points

Record-keeping and Administration – 25 points

In order to score well in this area, respondents must have significant experience in recordkeeping for governmental 457 plans similar to the size and structure of the existing plans in the City. Recordkeeping systems and outsourcing capabilities will also be evaluated. Respondent must show a high commitment level to the security of data and the system's integrity, and provide details on the steps to be undertaken for a smooth transition of services. The service team must be experienced, qualified, and regularly available.

Communication and Education – 25 points

Respondents receiving high scores in this area will offer a targeted and diverse education campaign, which includes a combination of electronic and in-person education offered by qualified financial professionals. Materials included in campaigns should be highly customizable and all communications should be available in a variety of languages. The participant call center should provide quick and effective responses and participant allocation, and planning tools should be diverse and effective. The City prefers individualized and personalized financial education and planning services offered to the plan participants.

Investments – 20 points

High scores in this area will be awarded to respondents with significant investment flexibility and few, if any, proprietary requirements. Proposed fixed options should offer a balance of return, diversification, and liquidity.

Costs – 30 points

Respondents with lower costs for services will receive higher scores. Respondents should also have experience with, and be able to, administer a reimbursement account effectively. Longer fee guarantees, with no plan sponsor termination restrictions, are favored; as is the willingness to provide extensive service guarantees. Lower participant charges for one-off services will also receive higher scores.

Section 4: Proposal Schedule

The City plans to adhere to, but reserves the right to change, the following schedule:

RFP Issue date:	September 16, 2016
Written questions and clarifications from Proposing firms due by 5:00 pm:	September 30, 2016
City's response to questions and clarifications by 5:00 pm:	October 14, 2016
Request for Proposal due date by 4:00 pm:	November 10, 2016
Tentative Finalist Interviews:	February 6-9, 2017
Tentative Agreement Award:	March 2017

If a firm is contemplating submitting a proposal, but is in doubt as to the true meaning of any part of this RFP, an authorized representative of the firm may email questions and/or requests for clarification to the City's Deferred Compensation Consultant, BFSG (Evan Pickering) at EvanP@bfsq.com and to Miriana Gonzalez, Pr. Human Resources Analyst at mgonzalez@riversideca.gov. The deadline for receiving requests for interpretation and

City of Riverside Deferred Compensation Plan Services – Request For Proposal

questions related to the RFP is September 30, 2016 by 5:00 pm. The City will respond to questions and requests for clarification by October 14, 2016, by 5:00 pm.

Section 5: Instructions for Submission of Proposal

Respondents submitting a proposal must be registered on the City's Electronic Vendors List and must be listed on the Electronic Bidders List by registering online at www.riversideca.gov/bids. Once registered, respondents must download the RFP. Respondents not on the Electronic Bidders List will not have their bid package considered or accepted. Hard copy proposals will not be considered.

All proposals and required documents, including any proposed security, shall be supplied on a CD or DVD and must be submitted before the due date/time. Flash Drives will not be accepted. Please note that hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due date/time and will not be returned.

All CD or DVD packages must be addressed as follows:

Bidder's Name
Address

City of Riverside
Purchasing Division
Attention: Arturo Torres
3900 Main Street, 6th Floor
Riverside, CA 92522

RFP No.:1658

Due: November 10, 2016

By: 4:00 p.m.

Project: City of Riverside Deferred Compensation Plan Services – Request for Proposal

Packages must be time stamped at the Purchasing Division public counter on or before the due date/time or they will be considered non-responsive.

Section 6: Selection Process

The Deferred Compensation Plan Committee, with the assistance of an appointed Selection Committee, and the City's Deferred Compensation Consultant, will review all proposals received in response to this RFP. The Committees are comprised of City staff and may include outside personnel. Committee members will evaluate the written proposals using the identified evaluation criteria outlined in Section 3. A list of top ranked proposals, within a competitive range, will be developed based upon the totals of each Committee Member's score for each proposal.

During the evaluation period, the City may interview some, or all, of the proposing firms. The City has established February 6-9, 2017, as the dates interviews will be conducted. All responding firms are asked to keep these dates available. No other interview dates will be set. Therefore, if a firm's representative(s) is unable to attend an interview on the date/time scheduled, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the firm after which the Committee Members will ask questions related to the firm's proposal and qualifications. The Committee may elect to negotiate contractual details, as well as request a "Best and Final" Offer from one or more of the finalists. At the conclusion of the evaluation process, the Deferred Compensation Plan Committee will make a recommendation to the City Manager. The City Manager will make the final decision in the selection process of the firm(s) to be presented to the Riverside City Council for approval at a regular meeting anticipated to be in May 2017.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Bid Protests

Protestant may file a written protest with the City's Purchasing Services Manager no more than five calendar days following the posting of the first of two following items on the City's website: a notice of intent to award the RFP, a City Council agenda item to award the RFP. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protestant within 7 calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the City's Chief Financial Officer (CFO).

The Protestant may appeal the decision of the Purchasing Services Manager to the CFO by filing a letter of appeal within 10 calendar days of the date of the Purchasing Services Manager's decision. The letter of appeal should be addressed to the CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protestant within 14 calendar days of receipt of the letter of appeal. The decision of the CFO is final. The Protestant may appeal the decision of the CFO to the appropriate federal agency in accordance with its established appeal procedures when the subject project is federally funded.

Section 7: RFP Requirements and Questionnaire

In providing your company's responses to the questions below, **restate each question in bold face type** with your firm's response directly below. **Do not re-number the questions.** In the "Exhibits" portion of your firm's response, include the following:

- Instructions and a demo log-in for your firm's plan sponsor website.
- Instructions and a demo log-in for your firm's plan participant website.
- Sample reports provided to plan sponsors.
- Sample participant statements.
- Sample education and financial planning materials.
- Sample trust agreement.
- Sample work plan, responsibilities and timeframes for a conversion.
- Sample fee disclosures that would be sent to participants (if applicable).
- Sample fee disclosures that would be sent to plan sponsor.
- Sample SAS-70 / SSAE 16.
- Self-Directed Brokerage and Individually-Directed Accounts marketing communication materials.

Your firm's proposal, if selected, will be incorporated as part of the contract between your firm and the City of Riverside.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

PHASE 1 – Minimum Requirements

For a proposal to be qualified and move forward in the initial review process, the company must fulfill the minimum requirements listed below and provide relevant information that explains how the requirement is met:

- a. The firm must have at least **100** - 457 Deferred Compensation Plans on its platform.
- b. The firm must have at least **15** - 457 Plans with assets of \$50 million or more on its platform.
- c. The firm must have at least **15** - 457 Plans with 1,000 participants or more on its platform.
- d. The firm must have at least **15** years in business administering 457 Plans.
- d. The firm must offer a fully integrated, bundled solution.

PHASE 2 – Detailed Firm Analysis

Firm's Background

1. State the name and address of your firm. Provide the name, title, address, e-mail address, telephone and fax numbers of the person(s) from your firm who the City should contact with questions regarding your firm's response.
2. Give a concise history of your firm.
3. Is your firm a subsidiary or affiliate of another company? Give full disclosure of all direct and indirect ownership, and the type of relationship with affiliate companies.
4. Is the package of services being quoted provided under a joint venture arrangement? If so, describe the arrangement, its terms and conditions, and whether your firm and the other companies have been involved in similar joint ventures in the past.
5. Indicate whether any services will be subcontracted to another company; and fully describe these services and the stability, background, and qualifications of all companies that may provide subcontracted services. Include audited financial statements for the last two years.
6. Does your firm have any pending agreements to merge or sell the company (e.g.: demutualization, I.P.O.)?
7. Has your firm ever filed a petition in bankruptcy, been petitioned into bankruptcy or insolvency, or made any assignment for the benefit of your firm's creditors? If so, provide complete details.
8. In the last 5 years, has your firm:
 - a. Been involved in litigation? Is there any pending litigation arising out of your firm's performance or participation in a defined contribution plan?
 - b. Been cited or threatened with citation by any federal or state regulators for violations of any state or federal law or impending regulations?
 - c. Had a contract terminated by a client for cause (breach of contract by your firm)?
 - d. Been denied a license or have had a license revoked or suspended to do business? If so, describe in detail and provide related legal documentation.
9. For how many years has your firm been providing recordkeeping and administration services to 457(b) plans?
10. For purposes of completing the chart below, include institutional retirement plans for which your firm provides recordkeeping and administration services.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Provide the number of plans as of March 31, 2016, for each category listed below:

Client Size (millions)	457(b)		401(a)		RHS (Retirement Health Savings Plan)		Total Book of Business	
	# of Clients	Total Assets (millions)	# of Clients	Total Assets (millions)	# of Clients	Total Assets (millions)	# of Clients	Total Assets (millions)
< \$25								
\$25-\$50								
\$50-\$100								
\$100-\$200								
> \$200								
TOTAL								

Record-keeping and Administration Services

11. Describe your firm’s recordkeeping system.
 - a. What recordkeeping system does your firm currently use?
 - b. Was the system initially purchased or is it currently leased from an outside vendor? If so, from whom?
 - c. If purchased, has your firm modified the system, and if so, how?
 - d. If leased, who has responsibility for system’s maintenance, enhancements and updates?
 - e. How many full service 457(b) clients use the system, and how many plans does this represent in total?
 - f. How long has the system been used?
 - g. When was the last update to the system and what were the key enhancements made?
 - h. What is your firm’s average annual investment spent on system enhancements/technology in **dollars**? (this answer should only reflect the investments in the system, not in your company as a whole)
 - i. Are you currently going through any system conversions/major changes and/or do you expect to over the next three years? If so, describe and provide the schedule. What effect will this have on your clients and their plan participants?

12. Describe your firm’s system back-up, security, and disaster recovery procedures. Are files archived and stored at an off-site location? If so, what is the location? Have procedures been tested? When did your firm last perform a full-scale disaster recovery test?

13. Detail your firm’s policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse, or physical damage to your hardware, software, communications networks and data.

14. Can your firm’s clients fully outsource hardship withdrawal responsibilities to your firm? Is there a fee for this service?

City of Riverside Deferred Compensation Plan Services – Request For Proposal

15. If the answer to the question above is yes, describe your procedures for handling hardship withdrawals without plan sponsor involvement (assume the client has fully outsourced the responsibility to your firm).
16. Can the client fully outsource QDRO qualification responsibilities to your firm? Is there a fee for this service (not the fee charged to participants for the QDRO - a fee the client pays to outsource this responsibility)?
17. If the answer to the question above is yes, describe your firm's procedures for QDRO's without the client's (assume the client has fully outsourced this responsibility to your firm).
18. Can your firm calculate a client's employer's contributions? Please include any costs and typical timeframe to complete calculations.
19. Describe the reports available to clients online. To what extent can the reports and online reporting be customized?
20. With the client's approval, can view-only access to your client's website be granted to the BFGS?
21. Can your company's recordkeeping system track the number of eligible employees and participating employees to determine the participation rate?
22. Is your firm able to maintain a record of ineligible employees?
23. Can your firm manage a Roth provision and recordkeeping for the additional accounts necessary? Is there a charge for this service?
24. Does your firm anticipate any problems in working with the client's in-house payroll system? If yes, detail these problems and propose how they may be remedied?
25. Describe your firm's procedures for identifying and calculating age 70 ½ required minimum distributions.
26. Describe your firm's procedures for handling distributions of low balance (<\$5,000) terminated participant accounts. Can this process be fully outsourced to your firm without the client's ongoing involvement?
27. Describe the maximum system limits for:
 - a. Investment funds.
 - b. Contribution sources.
28. While not required, the client wishes to mirror ERISA guidelines, please describe your firm's involvement in the distribution of the notices listed below. Will your firm draft a notice specific to the client's situation? Will your firm distribute the notice to participants on behalf of the client? Are there any fees charged for this service?
 - a. Participant Fee Disclosures.
 - b. Default Investment Notices.
 - c. Fund Change Notices.
 - d. Summary Annual Report.
 - e. Summary Plan Description.

Cyber Security

29. Does your firm handle your IT in-house or is it outsourced? If outsourced, please provide detail on the company and relationship, including how long this company has been providing the service for your firm.
30. What operating systems and versions are currently in use for your firm's home office and satellite offices?

City of Riverside Deferred Compensation Plan Services – Request For Proposal

31. What is your firm's computer and related equipment replacement policy? Does your firm carry a warranty/maintenance agreement?
32. What type and number of servers does your firm have deployed and what roles do they serve?
33. What type of internet connections/links does your firm have with external sources? Are there forms of redundancies in place should the primary connection fail?
34. What is your firm's remote access policy and how are users accessing the network remotely?
35. What types of firewalls, routers and switches are installed? Who has full access rights to these hardware devices?
36. Are your firm's physical facilities access-controlled through biometrics or key cards in order to prevent unauthorized access?
37. Does your firm have any form of intrusion detection solutions in place? If so, what is the platform and the provider?
38. What kind of anti-virus solution is in place at the server and client levels?
39. Does your firm scan incoming and outgoing mail for viruses as well as other modes of transmission?
40. Does your firm utilize any form of drive control?
41. Do your firm's systems run automatic and routine virus scans?
42. Does your firm run spyware/malware detection software on your servers and on end user computers?
43. What is your firm's data retention policy?
44. Does your firm maintain offsite back-ups? If so, how many and where are they located? How often are they tested to verify they are working correctly?
45. In the event of a disaster or significant disruption does your firm have a documented Business Continuity Plan?
46. Does your firm have a hot site, or any other alternatives, to continue operations in the event of any business interruption situation?
47. Does your firm you have a Disaster Recovery Plan? If yes, how often are tests conducted?
48. In the event of systems failure, who is liable for damages incurred by participants? Does your firm have insurance to cover the potential liability? If so, up to what amount per participant?

Client Servicing

49. Provide the name, location, and a brief biography, in the chart below, for each key staff member who would be assigned to the City's account team. List the person, in the row highlighted green, who would be the point person for the relationship with the City and would attend quarterly meetings (as needed). List the second person, in the row highlighted in orange, who would be the day-to-day contact for administration of the plan. If this is the same person, please list him/her twice. Do not leave this chart blank, as this is vital information requested by the client.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Name	Location	Tenure with your company	Role on the account	Tenure in this role at your company	Educational background, licensing, designations and industry experience	Number of current clients this team member services	Typical number of clients this position services (e.g. 15 - 20)
			Relationship Manager				
			Day-To-Day Contact				

- 50. Provide your firm’s minimum qualifications for Relationship Managers:
 - a. Industry experience required:
 - b. Licensing required:
 - c. Education required:
- 51. How does your firm measure and evaluate client satisfaction? How does your firm report the results of such measurements to your clients?
- 52. Provide three references of current clients similar to the City in size and services requested; and, three references of clients who have terminated their full-service relationship within the past three years. Fully describe the circumstances of your engagement/separation.

The Participant Experience

- 53. As it relates to your firm’s live customer service operators and voice response system, please respond to the following:
 - a. Does the toll-free number for voice response utilize a voice response system or is a human operator the first contact?
 - b. Can participants transfer to a Client Service Representative midway through a voice response conversation?
 - c. Can participants who have lost their PIN number, or never received one, access a Client Service Representative?
 - d. During what days/hours is a Client Service Representative available?
 - e. During what days/hours is the voice response system available?
 - f. What are your firm’s capabilities for multilingual client service assistance?
- 54. Provide your firm’s minimum qualifications for Client Service Representatives answering participant calls:
 - a. Industry experience required:
 - b. Licensing required:
 - c. Education required:
- 55. Provide the following statistics for your participant 800 telephone service line for the 12-month period ending March 31, 2016.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Number of calls received:	
Average response time – Customer Service Representative pick-up (This answer should reflect 100% of phone calls and be stated in seconds):	
Call abort rate:	
Average length of calls:	
Percentage of calls requiring operator call-back:	
Percentage of calls elevated from VRS to operator assistance:	

56. Where are your call centers located? Are any participant calls routed outside of the United States?
57. In the following chart, indicate with an “X” which services are available through each communication medium. Only transactions which can be completely processed through that medium should be classified as available. For example, if a participant can request enrollment forms by voice response system but cannot actually enroll by VRS, this does not qualify as a VRS transaction.

Service	Medium			
	VRS	Operator Assisted	Internet	Written (paper) Request
Personal Access Code – PIN				
Plan Information and Provisions				
Enrollment of Employees				
Amount of Current Contributions				
Investment Allocation of Current Contributions				
Change Contributions Levels by %				
Change Contribution Levels by \$				
Account Balance by Source				
Account Balance by Fund, Including Transferable Amounts				
Transaction History				
Investment Transfers by %				
Investment Transfers by \$				
Rebalancing of Investment Allocation				
On-Demand Account Statements				
Fund Performance Information				
Hardship Withdrawals with Plan Sponsor Approval				
Hardship Withdrawals without Plan Sponsor Approval				
QDRO's with Plan Sponsor Approval				
QDRO's without Plan Sponsor Approval				
Initiate Withdrawals				

City of Riverside Deferred Compensation Plan Services – Request For Proposal

58. Describe your firm’s standards for performance (# of days) in participant service. Assume all data, wires or other requests are received in reasonably good condition and before your firm’s cutoff time for the day.

Activity	Quality Standard
Contribution Reconciliation	[] days from receipt of deposit
Contribution Posting	[] days from receipt of deposit
Hardship Withdrawals Paid	[] days from receipt of request
Final Distributions Paid	[] days from receipt of request
Investment Fund Transfers Processed	[] days from receipt of request
Rollovers into the Plan Processed and Invested	[] days from receipt of deposit
Confirmations Mailed	[] days from execution of transaction
Participant Statements Mailed	[] business days from period end
Participant Statements Available Online	[] business days from period end

59. Does your firm have a mobile application for smart phones? If so, on what systems is it available and does it have transactional capabilities?

Compliance

- 60. Describe in detail your capabilities regarding:
 - a. §415(c) testing:
 - b. §402(g) limits:
 - c. §414(s) limits:
- 61. What assistance does your firm provide in locating missing participants? Is there a charge for this service?
- 62. What assistance does your firm provide to employers regarding voluntary corrections (i.e. VCP/ EPCRS)?
- 63. Does your firm have an ERISA/legal staff to handle issues regarding plan documents and administration?
 - a. If yes, how many total ERISA attorneys are on staff?
 - b. Are attorneys available to speak directly with clients or does all communication with attorneys need to be filtered through your firm’s internal staff?
 - c. Does your firm charge for basic plan related consulting services (not tax or legal advice) provided by the ERISA attorneys? If the client would like to engage your ERISA legal staff for additional projects outside basic plan related services, how does your firm charge for these services?

Trust/Custodial Services

- 64. Does your firm provide trust/custodial services for the Client?
- 65. Provide details on the scope of your firm’s trustee service. Include how long your firm has been providing trustee services. If this service is outsourced, how long has your firm’s contract has been in place with the vendor your firm outsources this to and how long the vendor has been providing trust services?

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Communications

- 66. Does your firm have a staffed office located in California?
- 67. How many education days are included in your bid for the Client in the **initial** year of transition?
- 68. How many annual education days are included in your bid for the Client on an **ongoing** basis after transition? What is the maximum number of meetings per day?
- 69. What is the cost per education day that goes above and beyond the number of days included in your firm’s bid (as stated in your answer above)?
- 70. Fully describe your firm’s proposed education campaign for the Client, including a sample project plan, and ways in which your firm will measure the success of its efforts. Provide samples of your firm’s education materials.
- 71. Describe your firm’s plan to offer individualized and personalized education and financial planning services to the plans’ participants.
- 72. Are prospectuses distributed **automatically** once a participant enrolls in the plan, as well as the first time a participant transfers money into a fund? Are prospectuses mailed to the participants or provided electronically? Is there a fee for this service?
- 73. If your firm is tracking eligibility for the Client, will it **automatically** mail an enrollment package to a newly eligible employee without any client involvement? Is there a fee for this service?
- 74. If your firm is not tracking eligibility for the Client, will your firm mail an enrollment package to a newly eligible employee if directed by the client, or are education materials sent to the client for distribution?
- 75. Is your firm able to mail Summary Plan Descriptions to newly eligible employees? Is there a fee for this service?
- 76. Is your firm able to mail Summary Plan Descriptions to employees on an ongoing basis (as necessary)? Is there a fee for this service?
- 77. Can your firm create customized hypothetical retirement projections for participants utilizing their existing account balances and current deferral percentage?
- 78. Complete the following chart, indicating, with an “X”, the communication materials and services that are included in the fees your firm quoted in its+ proposal.

	Generic	Modified (Client Name and Logo)	Complete Custom Design
Participant Statements			
Enrollment Booklet			
Enrollment Forms in Enrollment Booklet			
Plan Highlights in Enrollment Booklet			
Fund Descriptions			
Announcement Letter			
Retirement Calculator			
Modeling Software			
Performance Updates			
Newsletter			

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Articles			
VRS Menu Map			
Other (please describe):			

79. If, in the chart above, your firm answered that your firm can create completely customized materials, please describe the levels of customization included in your bid.

Participant Asset Allocation Tools

- 80. What comprehensive financial planning program is available for Plan participants?
 - d. What are the minimum qualifications of person(s) providing financial planning assistance?
 - e. Is there an additional cost to the Plan or participant requesting comprehensive planning services?
 - f. What is the frequency of meetings available to participants requesting financial planning services?
 - g. What is the cost per additional financial planning meeting that goes above and beyond the number of meetings included in your firm’s bid?

- 81. Does your firm offer managed accounts that enable participants to receive discretionary account management services (i.e. Financial Engines, Morningstar Clearfutures, etc.)? If so, describe in detail, including costs to the Client and participants for such services.

- 82. Other than managed accounts, describe all interactive educational tools your firm will provide to the employees of the Client, which will help with asset allocation and planning for their retirement.

- 83. Does your firm offer customized non-unitized and/or unitized portfolio models using the Plan’s core investment options? If so, who designs the models/allocation (e.g. Ibbotson, Morningstar, etc.)?

- 84. Can your firm support customized non-unitized and/or unitized portfolio models (designed by BFGS) using the Plan’s core investment options?

- 85. If the answer is yes to the question above, please provide the following information regarding these customized portfolio models:
 - a. How many portfolio models can your firm’s system accommodate?
 - b. Does your firm offer auto-rebalancing on the portfolio models?
 - c. What are the fees for non-unitized and unitized customized portfolio models?
 - d. Do your firm have a proprietary fund requirement for the non-unitized and unitized portfolio models?
 - e. Can a participant elect to contribute to a custom portfolio model and the core funds at the same time or, are the models an all-or-nothing option?
 - f. If participants do have the ability to defer into both the core funds and the models at the same time, can the Client restrict participants to being able to contribute to only one or the other?
 - g. Do these customized portfolio models automatically provide for age migration as participants near retirement? Note: This question does not apply to age-based (target date) or risk based (lifestyle) funds available on your firm’s platform. It applies only to the customized models created by the client/consultant, ***i.e., assume three risk-levels (Conservative, Moderate, Growth); Four age-bands per risk-level (0-5 years, 6-10 years, 11-15years, +16 years); Totaling twelve model portfolios. Each of these twelve portfolios will have a constant allocation, and will not move along an “equity glide path.” As a participant moves into a***

City of Riverside Deferred Compensation Plan Services – Request For Proposal

new age-band, is your firm able to automatically migrate the participant to the more conservative portfolio within his/her selected risk-level?

- h. Can the portfolio models be used as the default investment option?
- i. Will your firm be able to default participants into the age appropriate model based on their birthdate, or will one model have to be chosen to default all participants?

Investment Management Services

- 86. What year did your firm begin providing investment services?
- 87. Are your firm's and your proposed product regulated by the SEC?
- 88. Describe your firm's program for monitoring market-timing and excessive trading.
- 89. Can your firm track short-term trading limitations (fees/number of transfers) imposed by non-proprietary fund companies? If so, describe how your firm handles such limitations.
- 90. Is your firm's platform open architecture?
- 91. How many funds are available on your firm's platform?
- 92. Can the client keep all of its existing funds and share classes (transfer in-kind) if your firm is awarded this contract?
- 93. Is the client required to maintain any proprietary funds in the ongoing fund line-up?
- 94. Will the client need to map a percentage of assets into proprietary funds? If so, what is the percentage? Please explain the impact on the Plan service agreement/fee if ongoing Plan assets migrate out of the required % for proprietary funds.
- 95. Can the client use funds that are not currently offered on your firm's platform? If so, are there any charges associated with obtaining the fund for the client; and, what is the typical timeframe for implementation?
- 96. Is there a charge associated with changing the fund line-up? What is the typical conversion period for implementing a change?
- 97. What are your firm's proprietary and non-proprietary offerings of in-plan guaranteed investment options (annuities)? Please describe the features, guarantees and fees associated with the available offerings.
- 98. For comparison purposes, the City wishes to keep its' existing fund line-up and share classes (transfer in-kind), as depicted in the "Background on Client" section of this RFP. Please complete the chart below using the current fund line-up. If maintaining the existing line-up and share classes is not permissible due to proprietary fund requirements or availability on your firm's platform, please change the existing fund and be sure to list the reasons for the change in the far right column.

Current constraints on Stable Value/Fixed Option:

- Participant initiated withdrawals
- Plan Sponsor initiated withdrawals
- Inter-fund transfers
 - Percentage of contracts with benefit responsive features
 - Percentage of contracts with one-year put options

City of Riverside Deferred Compensation Plan Services – Request For Proposal

- Plan Sponsor withdrawals
 - Inter-fund transfers
- j. Liquidity Management
- Percentage of holdings in cash – normal range
 - Percentage of contracts with benefit responsive features
 - Percentage of contracts with one-year put options
- k. What are the consequences to the client if it chooses to utilize a different fixed option on your firm’s platform?
- l. Provide a list of other fixed options available on your firm’s platform (e.g., money market funds and/or guaranteed contracts).

Self-Directed Brokerage Option

102. Does your firm offer Self-Directed Brokerage (“SDB”) services? If so, are services provided in-house or by a third party?
103. How many funds are available through your firms SDB services as of June 30, 2014? Provide the number of funds in each category below:

Type of funds	# of funds
No-load, no transaction fee funds	
No-load, transaction fee funds	
Load funds	

104. In addition to mutual funds, list the other types of securities offered through the SDB (i.e., Stocks, Bonds, ETF’s, etc.)?
105. List all restrictions on the types of securities that can be held in the SDB account.
106. Are the SDB accounts held on your firm’s platform or do the client’s participants set-up their own account with their own broker for transacting?
107. Can a participant utilize more than one brokerage firm to manage their SDB assets?
108. If held on your firm’s platform, can participants grant Power of Attorney access to their personal financial planner to access their SDB account?
109. List all broker/dealer restrictions that apply in using your firm’s SDB services. Can a participant use any broker/dealer he/she chooses?
110. Does the client have the ability to impose plan level restrictions on instruments purchased in a participant’s SDB account (i.e., exclude options, no publicly traded limited partnerships, no tax-exempt mutual funds, etc.)?
111. Does the client have the ability to impose plan level restrictions on the participants/amounts invested in a participant’s SDB account?
112. Describe the process by which participants open an account.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

113. Describe how outside brokers would access a participant's account.
114. How are SDB accounts integrated with core plan assets on participant statements? Please provide a sample statement.
115. Can participants elect to automatically defer all or a portion of their salary deferrals directly into the SDB, without first allocating them into the core funds?
116. Indicate the number of your 457(b) clients that currently utilize SDB services.
117. Describe the process for transferring existing SDB assets from the existing provider to your firm, should your firm be awarded the contract.
118. If the client wishes to add, or currently has a self-directed brokerage option, at what point would your firm's fees change (if applicable) should a significant portion of the assets in the core funds move to the self-directed brokerage.

Conversion/Implementation

119. How many staff members in your firm work exclusively on conversions?
120. How long does it typically take to complete a conversion, including implementation of voice response/internet transaction capabilities; availability of Client Service Representatives; and, going "live"?
121. Describe your firm's anticipated blackout period during the conversion (after your firm receives the data in good order from the current vendor) in which no transactions can take place.
122. Will your firm allow final distributions during conversion?
123. How are Self-Directed Brokerage account assets transferred to your firm during a conversion?
124. How will your firm guarantee the stated implementation timeframe?

Fees

Please base all fee assumptions on the plan, participant, asset and cash flow data specified in the "Background on Client" in this Request for Proposal.

125. What detail does your firm typically include in billings? How often does your firm bill?
126. What fee guarantees, if any, will your firm extend to the client and for how long?
127. Describe any restrictions or fees if the client were to terminate services with your firm.
128. Is your firm able to set up Trust Reimbursement Accounts (also known as "Revenue Accounts" or "Plan Expense Reimbursement Accounts")? If yes:
 - a. What is your firm's experience and process with the administration of such accounts?
 - b. Can clients pay qualified plan expenses out of Trust Reimbursement Accounts?
 - c. How many Trust Reimbursement Accounts does your firm currently administer?
 - d. Is our firm able to reallocate excess (unused) monies in such accounts back to participant accounts at the client's request?
 - e. If yes, please describe your firm's method of reallocating excess money back to participant accounts.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

129. If a client cannot pay qualified plan expenses out of the Trust Reimbursement Account, does your firm have the ability to charge participant accounts to pay these expenses? Please note where this information will be shown on the sample participant statement that your firm provides in the “Exhibits” section.
130. Complete the following fee chart by populating the appropriate dollar amount below. The first five rows in bold are referring to hard dollar charges that would be billed to the client directly, if applicable (not revenues that your firm would be receiving from the mutual fund line-up). This chart must be filled out in order for your firm’s bid to be considered.

	Ongoing Fee	One-Time Fee
Annual Base Fee Charged to the Client	\$	
Annual Trustee Fee Charged to the Client	\$	
Annual Recordkeeping fee charged to the Client	\$	
Annual Per Participant Fee	\$	
Annual Per Eligible Fee	\$	
Conversion Set-Up/Implementation		\$
Plan Document (prototype document) *	\$	\$
Plan Document (individually designed) **	\$	\$
Additional Testing	\$	\$
Custom Asset Allocation Models (non-unitized)	\$	\$
Custom Asset Allocation Models (unitized)	\$	\$
Custom Asset Allocation Models (non-unitized – designed by BFSG)	\$	\$
Custom Asset Allocation Models (unitized – designed by BFSG)	\$	\$
QDRO (processing only)	\$	\$
QDRO (complete outsourcing)	\$	\$
QDRO set-up fee (charged by vendor or third party that QDRO is outsourced to)		
Distribution/1099 Fee		\$
Hardship Withdrawal Request Fee		\$
Enrollment Kits	\$	\$
Enrollment Kit Mailing (direct to participant)	\$	\$
Employee financial planning session days not already included in pricing	\$	\$
Employee meeting days not already included in pricing	\$	\$
Participant Statements	\$	\$
Adding/removing/changing the Share Class of a Fund	\$	\$
Self-Directed Brokerage - Plan Sponsor Fee(s)	\$	\$
Self-Directed Brokerage - Participant Fee(s) (not trading fees)	\$	\$
Roth Set-Up		\$
Roth Ongoing Administration	\$	
Any Other Fees (please describe):	\$	\$

* This fee should reflect any expense the plan will be charged to move to your firm’s prototype document should your firm be chosen as the new Record-keeper.

** This fee should reflect any expense the plan will be charged for your firm’s platform to support an individually designed plan document. Please include how often the fee is charged.

City of Riverside Deferred Compensation Plan Services – Request For Proposal

131. Based on the fees quoted in the chart above and the anticipated revenue sharing from the fund line-up, indicate your firm’s overall revenue requirement to provide recordkeeping/administration and trustee services. Please provide the requirement based on **total** plan assets (do not provide a separate bid for variable/fixed assets):

Asset-based (%) Basis Points Revenue Requirement:

	457(b) – 302829	401(a) Plans: 107360, 107361, 107362	RHS (Health Savings Plan) – 800212	457(b) – 98246-01
457(b) 302829 Only				
401(a) Plans Only				
RHS Plan Only				
457(b) 98246-01 Only				
Single Provider All Plans				

132. If the client would like to pay fees on a fixed basis, what would your firm’s per head revenue requirement be? Please provide the requirement based on **total** plan assets (do not provide a separate bid for variable/fixed assets) :

Per participant (\$) Revenue Requirement:

	457(b) – 302829	401(a) Plans: 107360, 107361, 107362	RHS (Health Savings Plan) – 800212	457(b) – 98246-01
457(b) 302829 Only				
401(a) Plans Only				
RHS Plan Only				
457(b) 98246-01 Only				
Single Provider All Plans				

133. Describe any agreements your firm is willing to make putting a portion of the revenue requirement at risk if performance standards are not met.

Section 8: Insurance Requirements

Prior to awarding a contract, the successful proposer shall provide evidence of required insurance for the life of the agreement. The successful proposer shall provide to the City certificates of insurance with the City named as additional insured. Final insurance requirements and such policies shall be subject to the City Attorney’s approval.

Minimum Insurance Requirements include:

- General Commercial Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- Automobile Liability
 - \$1,000,000

City of Riverside Deferred Compensation Plan Services – Request For Proposal

- Workers' Compensation Liability
 - \$1,000,000
- Professional Liability (Errors & Omissions)
 - \$1,000,000
- Cyber Security Liability
 - \$2,000,000

Certificate Holder: City of Riverside, Attn: Risk Management, 3900 Main Street Riverside CA 92522

Section 9: Permits and Licenses

Upon acceptance of the bid, the firm shall provide proof of the following:

- A. The firm has a valid Business Tax Registration and City Business License obtained from the City.
- B. Agents, servants, representatives and employees of the firm who are to perform services for the City have valid licenses, permits, certificates, and all other qualifications as required by law.

Section 10: General Terms and Conditions

- A. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.
- B. The City may investigate the qualifications of any proposing firm under consideration; require confirmation of information furnished by the proposing firm; and, require additional evidence or qualifications to perform the services described in this RFP. In addition, the City reserves the right to:
 - a. Reject any or all proposals.
 - b. Issue subsequent Request for Proposals.
 - c. Postpone opening for its own convenience.
 - d. Remedy technical errors in the Request for Proposals process.
 - e. Negotiate with any, all, or none, of the proposing firms.
 - f. Solicit best and final offers from all, or some, of the proposing firms.
 - g. Award a contract to one, or more, of the proposing firms.
 - h. Negotiate with any firm regardless of score.
 - i. Accept other than the lowest offer.
- C. The selected firm (firms) will be required to sign, and be bound by, a Professional Consultant Services Agreement ("Agreement"). Proposer must meet all requirements in the sample Agreement (Exhibit A). All terms and conditions of the Agreement are non-negotiable.
- D. Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any City staff, City Council member, members of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, unless expressly permitted by this RFP. Questions may only be submitted in the manner described in this RFP and follow-up questions to proposers may be conducted by the City, or consultant, involved in the RFP process at any time. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer, at the sole discretion of the City.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing by September 30, 2016 to:

City of Riverside Deferred Compensation Plan Services – Request For Proposal

Mr. Evan Pickering, BFSG, evanp@bfsg.com

And,

Miriana Gonzalez, City of Riverside, mgonzalez@riversideca.gov

Section 11: Public Records

All proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code §6250 et. seq.) are public records. As such proposals may be subject to public review at least ten (10) days before selection and award. If a proposer claims a privilege against public disclosure for a trade secret(s) or other proprietary information, such information must be clearly identified in the proposal. Under California law, a price proposal to a public agency is not a trade secret.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**] (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: termination date, for example: May, 3, 2012**], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, for example: Two Thousand Five Hundred Dollars**] [**Enter in numeric dollar amount: for example: (\$2,500)**] payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations.

These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C”, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT’S NAME**],

By: _____
City Manager

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

[Printed Name]

By: _____
Finance Director

[Title]

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

KEY PERSONNEL