

Prepared By
SUPPLY CHAIN SERVICES

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REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 140262.SD

**DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING
SERVICES**

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PRE PROPOSAL CONFERENCE

**Thursday
August 14, 2014
2:30 P.M.**

* * *

Proposals are due at **5:00 P. M.**, Local Time, **Monday, September 8, 2014.**

PROPOSAL NO. 140262.SD**DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING SERVICES****TABLE OF CONTENTS**

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Statement of Investment Policy and Guidelines for the 401k and 457b Deferred Compensation Plans - Spring 2014

1. REQUEST FOR PROPOSALS

NO. 140262.SD

The Sacramento Municipal Utility District, hereinafter referred to as “SMUD”, is soliciting proposals for **DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING SERVICES**.

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which SMUD will contract for such services.

Proposals responding to this Request for Proposal will be due at **5:00 P. M.**, Local Time, **Monday, September 8, 2014**.

All proposals must strictly conform to the requirements described in this Request for Proposal.

PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, SMUD employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Contractor employees and to prevent damage to SMUD buildings, equipment, or materials while performing this contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: /s/ *Sandra Dragon*

Name: Sandra Dragon

Title: Supervising Procurement Specialist

Date: August 7, 2014

2. SCOPE OF SERVICES

2.1. GENERAL

The Proposer shall provide all labor, material, and equipment required to perform the Service described as: **DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING SERVICES**. This solicitation seeks a qualified contractor to provide investment consulting services regarding SMUD's 457 and 401(k) investment plans. Services will be requested and coordinated by SMUD's Treasury Department. Examples, which are more clearly listed below, include monitoring the performance of existing funds, providing a recommended replacement for funds the consultant believes should be deleted from the plans, selecting appropriate benchmarks to monitor fund performance, reviewing and commenting on the plans' investment policy and negotiating fees with the plan administrator/recordkeeper. Services will be provided from approximately January 1, 2015, through December 31, 2017, with an option to extend through December 31, 2019. SMUD intends to award one contract for all the services described in this Request For Proposal.

2.2. BACKGROUND INFORMATION

The Sacramento Municipal Utility District was formed by vote of the electors under provisions of the Municipal Utility District Act (Act). SMUD commenced operations in 1947 with the primary activity being the acquisition, generation, transmission and distribution of electric energy. SMUD serves Sacramento County and part of Placer County, a 900 square mile service area comprising over 1,000,000 people. SMUD is governed by a Board of Directors, which consists of seven directors elected by ward for staggered four-year terms. The Board of Directors has full power to establish electric service rates and set other policy for SMUD operations.

SMUD has approximately 2,100 employees, nearly all of whom have civil service status and are participants in the California Public Employee's Retirement System (PERS) and are covered by Social Security. SMUD's employees other than managers, supervisors, and professional employees are represented by recognized employee organizations of their own choosing. Physical force employees are represented by the International Brotherhood of Electrical Workers (IBEW), and clerical, technical and some administrative employees are represented by the Organization of SMUD Employees (OSE). SMUD's fiscal year ends on December 31 and its employees are paid biweekly using an automated payroll system.

DEFERRED COMPENSATION PROGRAM SMUD offers a Deferred Compensation Program, which consists of both Internal Revenue Code Section 401(k) Plan and Internal Revenue Code Section 457 Plan. The General Manager has responsibility for the overall administration of the Plans, with a Deferred Compensation Committee to oversee the day-to-day administration of the Plans. Both Plans are currently administered by Fidelity. The recordkeeper fee structure is a flat fee per participant per plan. A brief description of those plans and current fund offerings are described below.

The 401(k) Plan was established in 1993. The approximate value of the Plan at March 31, 2014 was \$208 million dollars.

The 457 Plan was established in 1974. In accordance with the Small Business Job Protection Act, the SMUD’s 457 Plan is now held in a custodial trust with Fidelity Management Trust Company. The approximate value of the Plan at March 31, 2014 was \$99 million dollars. The same funds are offered in the 457 and 401(K) plans. Below is a Fund listing (note that two of the funds listed below are different than shown in the investment policy (Attachment A) because the fund changes are not yet reflected in the investment policy.

CATEGORY	FUND	TICKER
Stable Value	Wells Fargo Stable Return Fund E	N/A
Bond	Blackrock Bond Index PIMCO Total Return Inst	WFBIX PTTRX
Balanced/Lifecycle Funds	Amer. Century Strategic Alloc.- Aggressive Amer. Century Strategic Alloc.- Moderate Amer. Century Strategic Alloc.- Conservative	ACCIX ASAMX AAAIX
Diversified Inflation Protection	PIMCO All Asset Fund Inst.	PAAIX
Large Cap Value	Davis NY Venture Dodge & Cox Stock	DNVYX DODGX
Large Cap Core	SsgA S&P 500 Index Vanguard Growth & Income	N/A VGIAX
Large Cap Growth	American Funds Growth Fund of America R-6	RGAGX
Socially Responsible	Brown Advisory Winslow Sustainability Fund Inst	BAFWX
Mid/Small Cap Value Stock	Artisan Midcap Value Goldman Sachs Small Cap Value	APHQX GSSIX
Mid/Small Cap Growth Stock	Vanguard Mid Cap Growth Morgan Stanley Inst Small Co Growth	VMGRX MSSGX
International Equity	EuroPacific Growth	RERGX
Emerging Markets	Wells Fargo Advantage Emerging Markets Equity R6	EMGDY

2.3. SCOPE OF SERVICES

Contractor will issue within 45 days a report (9 copies) for the preceding calendar quarter (unless otherwise specified below) to the SMUD Deferred Compensation Committee (DCC) that includes, at a minimum, items 1-3 below:

1. Recommendations:
 - a) Ensure the Plans’ list of investment options is appropriate. Recommend whether each fund should remain in the Plans, go on watch list, or be deleted from the Plans in accordance with guidelines in the investment policy. This would be based on required performance requirements in the investment policy and qualitative investment consultant input for such factors as style change, loss of key staff, etc.
 - b) Recommend Contractor-selected fund replacements on an as-needed basis. This includes providing a search report supporting the recommended fund after a recommendation is made to change or add funds
 - c) Recommendation on appropriate changes to benchmarks

2. Performance/Observations:
 - a) Comments on how the funds performed and why
 - b) Comments and observations including whether the fund manager adhered to stated investment policies, objectives and/or style and identify any deviations from stated investment policies, objectives and/or style, if any, and comments as to changes in key personnel such as investment manager, research team, etc.
 - c) Rates of return for each fund measured net of investment manager fees and all fund expenses compared with performance for a peer group universe (benchmark) and other relevant market indices for the following time periods: 3 months, 1 year, 3 years, 5 years, and 10 years
 - d) Risk adjusted performance
 - e) Provide a brief statement as to whether any significant fund changes occurred such as change in manager, fund fees, significant change in investment allocation.
 - f) Fund operating expenses expressed in basis points or percentage
 - g) Fund characteristics including name of manager, duration of manager with the fund, fund objective, style and description of fund performance
 - h) Overview of marketplace trends (as needed, but at least annually)
 - i) Notify the DCC and/or its designees about significant issues regarding funds and issues affecting the plan.
 - j) A summary of the market and economic environment for the most recent calendar period covered by the report
 - k) Notices of pertinent investment manager news/activity occurring between formal reporting periods and recommendations if action is warranted
3. Size/allocations
 - a) The market value of the plan assets as of the last business day of the report period
 - b) The portion of the plan assets allocated to each investment fund as of the last day of the report period
4. Meetings:
 - a) Meet in person with DCC at SMUD headquarters (at least 3 times during year) and by telephone call (up to 1 time during year) to discuss the report and recommendations
5. Administrative:
 - a) Review the investment policy to provide DCC any recommended changes (annually)
 - b) Provide a recordkeeper fee structure benchmarking report to assist in determining a) whether fees under SMUD's plans are reasonable, b) why SMUD's fees may differ from the then current market, and c) any pricing trends.
 - c) Assist the DCC in periodically assessing and negotiating with administrator (fees and/or services)
6. Other:
 - a) Other services as requested by the DCC through the Contract Manager.

2.4. SMUD/CONTRACTOR COORDINATION

SMUD's Contract Manager for this requirement is Ron Jelcich. Ron will be the primary contact between SMUD and the Contractor. Although various SMUD employees may interface with the Contractor during the contract, Ron will be the principal SMUD contact and is the only SMUD employee authorized to give technical direction to the Contractor. In addition, the Contract Manager will be responsible for rejecting unsatisfactory work and requesting the Contractor to re-perform the services at no additional cost to SMUD.

2.5. BUSINESS HOURS & HOLIDAYS

SMUD's business hours are 8:00 a.m. until 5:00 p.m., on Mondays through Fridays. In addition, SMUD will observe and be closed on the following holidays:

- A. New Years Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. The Day after Thanksgiving Day
- I. Christmas Day

3. INSTRUCTIONS TO PROPOSERS

3.1. TIME AND MANNER OF SUBMISSION

The Proposal shall be submitted to and received by SMUD's Supply Chain Services office no later than **5:00 P. M.**, Local Time, **Monday, September 8, 2014**

Proposals must be enclosed in a sealed envelope and addressed as follows:

By US Mail or Overnight Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Sandy Dragon (MS B204)
Request for Proposal No. **140262.SD**
6100 Folsom Blvd
Sacramento, CA 95819-4630

By Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Sandy Dragon (MS B204)
Request for Proposal No. **140262.SD**
6201 S Street
Sacramento, CA 95817-1899

The proposal-mailing envelope must be clearly marked as a proposal responding to SMUD Request for Proposal No. **140262.SD**; **ATTENTION:** Sandy Dragon. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of SMUD.

3.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send SMUD a written request for interpretation, clarification, or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by SMUD. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from SMUD. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact	REQUEST FOR PROPOSAL	SEED PROGRAM
Contact Name	Sandy Dragon	Lori Okamoto
Phone number	(916) 732-5655	(916) 732-5984
FAX number	(916) 732-5601	(916) 732-5601

SMUD will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written request received by SMUD prior to the Request for Proposal due date.

3.4. REVISIONS AND SUPPLEMENTS

3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's Proposal.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. SMUD assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

3.6. PRE-PROPOSAL CONFERENCE

An on-line Pre-Bid Conference is scheduled for **2:30 P.M. Thursday, August 14, 2014.**

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

VENDOR REGISTRATION IS REQUIRED. PLEASE COMPLETE REGISTRATION NO LATER THAN ONE (1) HOUR PRIOR TO SCHEDULED PRE-PROPOSAL MEETING.

To register for this meeting:

1. Go to <https://smud.webex.com/smud/j.php?J=800732619>
2. Register for the meeting.

ONCE THE HOST APPROVES YOUR REQUEST, YOU WILL RECEIVE A CONFIRMATION E-MAIL WITH INSTRUCTIONS FOR JOINING THE MEETING.

For additional assistance with registration:

You can contact Sandy Dragon at Sandy.Dragon@smud.org.

3.7. PROPOSAL EVALUATION AND SELECTION PROCESS

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

SMUD may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on SMUD's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to make verbal presentations of their qualification to SMUD. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of SMUD to accept it.

The right is reserved, as the interest of SMUD may require, to reject any or all proposals and to waive any irregularity in the proposals received.

SMUD will post a "Notification of Intent to Award" and "Evaluation Summary" of the Proposals received and evaluated on the SMUD Bid Website in the Bid Results category (or any successor SMUD web portal) at least five (5) business days prior to awarding the contract. ***The posting includes the Proposal Price for all responsive proposals.*** After the "Notification of Intent to Award" and the "Evaluation Summary" are posted, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest SMUD's selection, the protest must be submitted in writing to SMUD's Manager, General Services, within five (5) business days of the posting of the "Notification of Intent to Award" and "Evaluation Summary". SMUD's Contract Award and Protest Policy is available upon written request to the Manager, General Services, SMUD procurement staff, or may be found on www.smud.org.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to SMUD the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. SMUD will not issue the Notice to Proceed until SMUD has received all the above-required documents.

3.8. NON EXCLUSIVE AGREEMENT

If awarded a contract under this Request for Proposal, the contract will NOT establish an exclusive arrangement between SMUD and the Proposer. SMUD reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

3.9. DURATION OF CONTRACT

This contract shall be for approximately a three year period with the option at SMUD's discretion to extend up to two years, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

SMUD prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of SMUD's Board of Directors. The **2015** Calendar year Budget will be presented to the Board of Directors for approval in December, **2014**. The **2016** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

3.10. QUALIFICATIONS OF PROPOSERS

SMUD expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

3.11. PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to SMUD.

3.12. CONFLICTS

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.13. BID SCHEDULE

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Request for Proposal.

3.14. MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the above referenced provision of the Sample Contract section of this Request For Proposal.

3.15. SUBCONTRACTORS

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Proposal forms section of this Request For Proposal.

Contractor to pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and SMUD.

3.16. FRANCHISE TAX FORM 590

The Proposer to whom the contract award is made shall furnish SMUD with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.17. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Along with each Proposer's response to this RFP, each Proposer is required to submit a signed indemnity agreement, included with its response to this RFP, whereby Proposer shall agree to indemnify and defend SMUD on terms stated therein against all claims or actions brought

against it to seek access to or compel disclosure of any records or documents in SMUD's possession which were submitted to SMUD by any Proposer pursuant to this RFP. The [Public Record Indemnity Agreement](#) each Proposer will be required to sign and submit along with its response to this RFP is included in the "Proposal Requirements" section of this RFP.

3.18. CONTRACT

SMUD's standard contract is included in the Sample Contract section of this Request for Proposal. SMUD may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

3.19. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

3.19.1 POLICY STATEMENT

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

3.19.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of SMUD's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors, and Suppliers"](#).

3.20. ENVIRONMENTAL PROCUREMENT

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

3.21. SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, "[Safety Compliance Certificate](#)". Submittal of this completed form will certify that the Proposer has:

3.21.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;

3.21.2 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

3.22. CONFLICT OF INTEREST DISCLOSURE NOTICE

All Proposers shall execute and submit with their Proposal the form titled, "[Conflict of Interest Disclosure Form](#)". Submittal of this completed form will certify that the Proposer has not and shall not receive compensation, have a financial interest, nor have any other type of existing or future contractual involvement that could influence recommendations provided to SMUD or be viewed as giving the appearance of impropriety and/or the fact or the appearance of a conflict-of-interest.

Such certification shall be made by the person with the authority and responsibility to do so.

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

4.2. OVERVIEW

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 RFP SEED Evaluation Points-(if applicable) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100-point scale. Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting.

Need help locating a SEED Subcontractor?

Go to www.smud.org/SEED and select "Click to find a SEED subcontractor" near the bottom of the page or [click here](#).

- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.
- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full-calculated price advantage available to SEED prime bidders.
- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit SMUD's "Designation of Prime, Subcontractors, and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Small Business Declaration form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors, and Suppliers Form", who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors, and Suppliers" form in the proposal. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 4.3.9 Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

Vendors must meet both of the following qualifications to participate in the SEED Program:

- 4.4.1 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

4.4.2 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. The physical address of the business as recorded by the Department of General Services in its Small Business Certification must be located in SMUD territory. If the address shown on the Small Business certificate is a post office box, a mailbox at a private mailbox business, or a leased facility, the vendor must be able to demonstrate, to SMUD's satisfaction, that the vendor is also a SMUD ratepayer.

4.5. CONTRACT COMPLIANCE

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such Proposers.

4.7. ADDITIONAL INFORMATION

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5984. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

Need help with Bonding or Insurance?

Go to www.smud.org/SEED and select "Loan and Insurance" in the left column or [click here](#).

5. PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 4 of this document.

Item	Criteria Description	Weighting
1.	Proposer's Minimum Experience & Qualifications ***	Pass/Fail
2.	SEED Program Evaluation Points	10%
3.	Proposer's Experience and Qualifications	20%
4.	Experience and Qualifications of Key Project Personnel.	21%
5.	Technical Approach.	24%
6.	Commercial Terms (Price)*and Compliance with SMUD Contractual Terms**	25%
	Total	100%

*** Proposal must achieve a Passing score on Evaluation Criteria 1 above to be declared responsible

* More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by SMUD to be unfair or unreasonable, SMUD reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

** Non-compliance may result in SMUD's rejection of a Proposer's proposal.

6. PROPOSAL REQUIREMENTS

TO FACILITATE SMUD'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT Four (4) copies OF THE PROPOSAL IN HARD COPY AND ONE (1) IN ELECTRONIC (ON CD) FORMAT.

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

SMUD will provide an electronic copy of the Proposal Forms in MS Word 7.0 (or newer) which contains fill-in fields. The document is labeled *RFP Proposal Fill-in Forms*. Proposers may use the Forms provided to submit Proposals. Please provide responses to all questions in the block (fill-in fields) following every question. The fill-in fields will expand to accommodate your answer. Pictures, charts and graphs may also be inserted into the fill-in fields or may be attached as a separate documents if necessary

Note: The content of the *RFP Proposal Fill-in Forms* is identical to that posted in Adobe format on the EBSS Web site. Page numbering may vary when complete as a result of the fill-in-fields.

6.1. PROPOSAL AGREEMENT NO. 140262.SD

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **140262.SD**, **DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING SERVICES**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Proposal Rate Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 6-3 through 6-9, the Detailed Proposal and the Bid Schedule.

PROPOSER :

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that:

A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

C. The above-named person has the authority and responsibility for implementing and administering Contractor’s Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

6.3. NONCOLLUSION STATEMENT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

I, _____ am the

 (Print Company Representative Name)

_____ of

 (Print Company Representative Title)

_____ the party making the

 (Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:
Print Name:
Title:

6.4. PUBLIC RECORD INDEMNITY AGREEMENT

(“Proposer”) shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, “Indemnitees”) harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Proposer’s Proposal and related materials submitted to Indemnitees in response to SMUD Request For Proposal No. **140262.SD, DEFERRED COMPENSATION PLAN SPONSOR INVESTMENT CONSULTING SERVICES.**

In the event Proposer fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Proposer shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Proposer may incur arising from or in any way connected to Indemnitees release of Proposer’s Proposal and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Proposer at the request of SMUD shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR PROPOSER

Company:
Signed:
Print Name:

6.5. PROMPT PAYMENT PROGRAM

SMUD has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

YES NO

PROPOSER:

Company:
Signed:
Print Name:

6.6. SEED PROGRAM SMALL BUSINESS DECLARATION

Complete this form to apply for SEED Program consideration. To qualify for the SEED Program, a firm must have a current certification as a Small Business from the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the principal office* listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, SMUD will validate all submitted information and determine the proposing firm’s SEED Program qualification.

To expedite the verification process:

- 1) **Submit a copy of the most recent SMUD statement for the principal office shown on your DGS Small Business application**
- OR**
- 2) **_____ If the firm leases its principal space from a property management company or a landlord and the SMUD utilities are included in the lease, please initial in the blank space provided above and attach a copy of the current lease showing the dates of occupancy, principal office of property and signatures of both parties**

AND

Submit a copy of the current Small Business certification notice from the California Department of General Services.

Proposed SEED firm:
Contact Name:
Title:
Phone Number:

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business by the California Department of General Services.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Title:
Date:

If you or one of your proposed subcontractors is not certified by DGS and would like to become certified for future contracting opportunities, please refer to www.smud.org/SEED or contact SMUD Supplier Diversity at (916) 732-5623 or email SEEDmgr@smud.org .

***Principal office** means where the business is headquartered and conducts the management and operations of the business.

6.7. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

(TO BE COMPLETE BY ALL BIDDERS/PROPOSERS)

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

SEED Program - The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED PROGRAM SMALL BUSINESS DECLARATION.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity/SEED Program Status	Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	<p>PROPOSER/PRIME CONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	_____	<p>SEED Qualified</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>____ % of Total Proposal</p>	<p>\$ _____ Amount of Total Proposal</p>
2.	<p>SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	_____	<p>SEED Qualified</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>____ % of Total Proposal</p>	<p>\$ _____ Amount of Total Proposal</p>
3.	<p>SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	_____	<p>SEED Qualified</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>____ % of Total Proposal</p>	<p>\$ _____ Amount of Total Proposal</p>
4.	<p>SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	_____	<p>SEED Qualified</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>____ % of Total Proposal</p>	<p>\$ _____ Amount of Total Proposal</p>

DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS

(Continuation Page ; may be duplicated as needed)

<p align="center">SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	<p align="center">_____</p>	<p align="center">SEED Qualified</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p align="center">____ % of Total Proposal</p>	<p align="center">\$ _____ Amount of Total Proposal</p>
<p align="center">SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	<p align="center">_____</p>	<p align="center">SEED Qualified</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p align="center">____ % of Total Proposal</p>	<p align="center">\$ _____ Amount of Total Proposal</p>
<p align="center">SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	<p align="center">_____</p>	<p align="center">SEED Qualified</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p align="center">____ % of Total Proposal</p>	<p align="center">\$ _____ Amount of Total Proposal</p>
<p align="center">SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	<p align="center">_____</p>	<p align="center">SEED Qualified</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p align="center">____ % of Total Proposal</p>	<p align="center">\$ _____ Amount of Total Proposal</p>
<p align="center">SUBCONTRACTOR</p> <p>Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____</p>	<p align="center">_____</p>	<p align="center">SEED Qualified</p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p align="center">____ % of Total Proposal</p>	<p align="center">\$ _____ Amount of Total Proposal</p>

6.8. DETAILED PROPOSAL

6.8.1 Evaluation Criteria 1 Pass/Fail Requirements

Proposer shall respond to the items below to verify that they meet the following minimum Contractor qualifications. After marking either “yes” or “no” to identify whether or not Contactor feels they meet the minimum qualifications, please be specific in explaining how your firm meets these requirements.

A. The Contractor (company submitting a proposal) is required to have a minimum of 8 years experience (including the period 7/1/06-6/30/14) performing the following for 457 or 401(k) plans for a minimum of 10 clients for each of the 8 years, and each of the 10 clients having a minimum plan size of \$100 million during each of the 8 years:

1. Recommendations to whether client fixed income and equity mutual funds should remain in the plan, go on watch list, or be deleted from the plan, and in general ensuring the plan’s list of investment options is appropriate. See Scope of Services 1a).

Yes No

Response:

2. Preparation of search reports for clients to recommend new or replacement funds. See Scope Of Services 1b).

Yes No

Response:

3. Identification of appropriate benchmarks used by the Contractor to compare performance with client mutual funds. See Scope of Services 1c).

Yes No

Response:

4. Information to the client on how the 457 or 401(k) plan funds performed and why, and report preparation to support the evaluation. See Scope of Services 2a).

Yes No

Response:

5. Performance of face to face on-site research visits with mutual fund managers used by Contractor's clients to assist in evaluating the mutual fund and its management.

Yes No

Response:

B. Key Consultant

6. The individual assigned to our account that will be directly responsible for making quarterly presentations to our Deferred Compensation Committee must have a minimum of 5 years experience performing items 1 – 4, in A above for a minimum of 5 clients with a minimum plan size of \$100 million during each of the 5 years. Provide sufficient supporting information in your response to enable the reader to confirm the key consultant has this experience.

Yes No

Response:

6.8.2 Evaluation Criteria 2 SEED Program Evaluation Points

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

6.8.3 Evaluation Criteria 3 Proposer's Experience and Qualifications

A. Provide a brief description (including range of services) and history of your organization.

Response:

B. Describe your experience in investment evaluation and strategic consulting for 401(k)/457 plan sponsors. Include as part of your response 1) the number of years the firm has been providing this service, 2) the number of deferred compensation clients you had in 2013 for which you performed this service, and 3) approximate number of investment manager searches performed in 2013.

Response:

C. Describe the added value, in terms of additional services and expertise, your firm provides that the other consulting firms may not offer.

Response:

D. Provide a representative list of current investment consulting clients where you provided services similar to the Scope of Services. Also, provide three references (contact name, title, address and telephone number) from clients for which you provided service within the past 24 months, similar to the Scope of Services contained herein. Specifically state which parts of the Scope of Services were performed for each reference listed.

Response:

E. Provide a sample report (similar to what you'd anticipate providing to SMUD quarterly) demonstrating your firm's ability to meet the objectives in the Scope of Services.

Response:

F. What is the average turnover of employees in the investment consulting area of your firm for each of the past three (3) years?

Response:

G. Has the SEC or any other governing body investigated your firm sometime during the last five (5) years? If so, what was the result of that investigation?

Response:

H. Do you have any associations, alliances or ownership interest in any fund managers? If so, please describe.

Response:

I. Please provide your firm's audited Financial Statements for the previous two (2) years.

Response:

J. Will your firm be able to increase its compensation from sources other than directly from our company if you are awarded the contract? If so, please explain.

Response:

K. Describe your firm’s process for monitoring legislative, industry, and market trends to support the consulting practice. Describe how the implications/conclusions of this information are disseminated to the consultant(s) assigned to our account.

Response:

6.8.4 Evaluation Criteria 4 Experience and Qualifications of Key Project Personnel

A. Provide detailed resumes of key personnel proposed for this project. Either as part of the resume or separate narrative, explain the extent to which personnel assigned have experience with the Scope of Services.

Identify the person (or persons) that will be giving the quarterly presentation to the Deferred Compensation Committee. For the individual that will be making quarterly presentations to SMUD’s Deferred Compensation Committee, be thorough in your response describing example assignments including at a minimum: 1) experience presenting quarterly fund performance information to deferred compensation committees (include number of years), 2) preparing fund search reports, 3) recommending fund additions and deletions, and 4) a challenge a client faced and the solution that this individual provided to resolve the challenge.

Response:

B. Describe experience of assigned personnel in interviewing fund managers and / or conducting face to face research visits.

If someone other than the assigned personnel performs this function, then describe the experience of the individual(s) that do perform this function.

Response:

C. Provide an example search report, prepared by the personnel assigned to our account, recommending an investment option to a 457 or 401(k) plan.

Response:

6.8.5 Evaluation Criteria 5 Technical Approach

A. Fund monitoring - Describe the process you'll use to monitor SMUD's investment options. At a minimum, include in your discussion 1) frequency of interviews and face to face research visits, 2) types of information learned in these investment manager visits, and 3) how the personnel assigned to a client are made aware of the results of the fund manager interviews so that the results can be effectively communicated to clients.

Response:

B. Identification of new fund – Assume you are going to recommend an investment option for a given fund category in need of a new or replacement investment option. Explain the process you use to determine which specific fund to recommend for that fund category. As part of your response, include the process used to differentiate among fund managers. If your approach differs depending on the fund category (i.e. large cap growth vs. emerging markets) please comment on the distinction. Be specific about your approach.

Response:

C. If you were to make 1 change to SMUD's investment lineup (see section 2.2 in Scope of Services), what would it be? Please explain your reason. If instead you feel there is no change needed, please explain why.

Response:

D. Describe your approach in providing the proper universe for determining benchmarks for investment options. Give an example of establishing a benchmark for a unique fund such as a socially responsible investment fund or any other type of fund you consider unique.

Response:

E. Discuss your process for assessing the reasonableness of fees charged by a) fund managers and b) record keepers.

As part of this, state how you determine whether plan participants receive appropriate value for the fund manager and record keeper fees paid.

Discuss an example where you helped a client negotiate lower record keeper fees when you felt fees were too high.

Response:

6.8.6 Evaluation Criteria 6 Commercial Terms (Price) and Compliance with SMUD's Contractual Terms

- A. This section includes the cost information contained in the Bid Schedule section of this Request for Proposal.
- B. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this Request for Proposal. SMUD reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

Response:

6.9. BID SCHEDULE**RFP No. 140262.SD**

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in the Scope of Services, at the rates shown in this Schedule.

The costs to SMUD below shall include all labor, transportation, insurance, printing, overhead, profits and etc., including all subcontractors and other services required or necessary to accomplish the services described in the Scope of Services and this Request For Proposal.

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
1.	Provide services per Scope of Services in 2015, including anticipated travel costs.	12	Monthly Rate	\$	\$
2.	Provide services per Scope of Services in 2016, including anticipated travel costs.	12	Monthly Rate	\$	\$
3.	Provide services per Scope of Services in 2017, including anticipated travel costs.	12	Monthly Rate	\$	\$
4.	Provide services per Scope of Services in 2018 (at SMUD's option), including anticipated travel costs.	12	Monthly Rate	\$	\$
5.	Provide services per Scope of Services in 2019 (at SMUD's option), including anticipated travel costs.	12	Monthly Rate	\$	\$
6.	Additional SMUD requested work. (See Note 2 below.)	N/A	N/A	N/A	Not to exceed \$25,000.00
7.	TOTAL COSTS (Items 1 through 6 above.)				\$

Note: SMUD's evaluations for award will include SEED Price Advantage calculations

Additional SMUD requested work: The Contractor's bid is to be considered all-inclusive to perform the work of this contract, as described in the Scope of Services. SMUD may, at its discretion, determine that additional services are required. The Contractor, when so directed by SMUD, will perform such additional work as part of this contract and will be reimbursed at the rates approved by the Contract Manager.

In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by SMUD.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.10. CONFLICT OF INTEREST DISCLOSURE FORM

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that the contractor has not and shall not receive compensation, have a financial interest in, nor have any other type of existing or future contractual involvement that could influence recommendations provided to SMUD or be viewed as giving the appearance of impropriety and/or the fact or the appearance of a conflict-of-interest.

Signed:
Print Name:
Date:

7. SAMPLE CONTRACT

Note: The Sample Contract is attached as a separate document.

ATTACHMENT A

**STATEMENT OF INVESTMENT POLICY AND GUIDELINES FOR THE
401(k) AND 457(b) DEFERRED COMPENSATION PLANS - SPRING 2014
(Attached as a separate document)**