

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 603046-13

CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO INVESTMENT MANAGER

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603046 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will not be held. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst II, at (702) 455-2729 no later than **TUESDAY, SEPTEMBER 3, 2013**.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **SEPTEMBER 13, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
AUGUST 12, 2013

GENERAL CONDITIONS

RFP NO. 603046-13

CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO INVESTMENT MANAGER

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for a Cash and Investment Manager. The OWNER may also select a separate Corporate Bond Investment Manager and/or a separate Mortgage-Backed Securities (Federal Agency issued) and Asset-Backed Securities (MBS/ABS) Investment Manager. The Cash and Investment Manager will directly manage all or a portion of the County's Total Portfolio, and will work closely with and monitor the activity of any other Investment Managers who may be selected to manage separate portfolios.

3. OBJECTIVE

The OWNER is soliciting proposals to this RFP from Securities and Exchange Commission (SEC) Registered Investment Advisors to serve as a Cash and Investment Manager. ("MANAGER") The OWNER may also select an additional SEC Registered Investment Advisor to serve as a Corporate Bond Investment Manager for a separate corporate bond portfolio and/or may also select an additional SEC Registered Investment Advisor to serve as a Mortgage-Backed Securities ("MBS") and Asset-Backed Securities ("ABS") Investment Manager for a separate MBS/ABS portfolio. The Cash and Investment Manager will work closely with and monitor the activity of any other Investment Managers who may be selected to manage separate portfolios.

An Investment Advisor may submit a proposal to:

*serve as the Cash and Investment Manager and manage the Total Portfolio, or

*serve as the Cash and Investment Manager and manage all but Corporate Bond portfolio, or

*serve as the Cash and Investment Manager and manage all but MBS/ABS portfolio, or

*serve as an Investment Manager of a separate Corporate Bond portfolio, or

*serve as an Investment Manager of a separate MBS/ABS portfolio, or

*serve as an Investment Manager of a separate Corporate Bond portfolio and a separate MBS/ABS portfolio.

The term of the Contract(s) will be for period from the date of the award through June 30, 2016, including the option of OWNER to renew for three (3) one-year periods, subject to the provisions of the Contract.

4. BACKGROUND

Clark County, formed in 1909, is the most populous of Nevada's 17 counties with 70 percent of the state's population. The County is a dynamic and innovative organization dedicated to providing top-quality service with integrity, respect and accountability. With jurisdiction over the world-famous Las Vegas Strip and covering an area the size of New Jersey, Clark is the nation's 14th-largest county and provides extensive regional services to more than 2 million citizens and 42 million visitors a year. Included are the nation's 8th-busiest airport, air quality compliance, social services and the state's largest public hospital, University Medical Center. The County also provides municipal services that are traditionally provided by cities to almost 900,000 residents in the unincorporated area. Those include fire protection, roads and other public works, parks and recreation, and planning and development.

The County Treasurer is responsible for directing the investment of County monies. The selected PROPOSER(s) will work closely with the County Treasurer and her designees ("TREASURER") in providing the required services listed in EXHIBIT A – SCOPE OF WORK of this RFP.

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

The total investment portfolio (“Total Portfolio”) is currently approximately \$4.8 billion. The County’s Total Portfolio is comprised of the following sub portfolios:

Investment Pool: The approximate \$3.5 billion internal Investment Pool (“Pool”) comprises the bulk of the County’s Total Portfolio. There are approximately 270 internal funds combined in the Pool. The Pool will consist of four sub-portfolios:

- Cash Management—Approximately \$400 million. This sub-portfolio provides the primary liquidity to meet the day-to-day cash flow needs of the County.
- Core—Approximately \$2.8 billion. This sub-portfolio provides secondary liquidity and matches intermediate and longer term liabilities.
- Corporate Bonds—Approximately \$130 million. This sub-portfolio is primarily invested in corporate securities with maturities from 0-5 years.
- MBS/ABS—Approximately \$160 million. This sub-portfolio is primarily invested in Federal agency MBS (which includes agency-issued CMOs) and ABS to provide secondary liquidity and to match intermediate and longer term liabilities.

Various County Bond Funds: In accordance with bond covenants, the TREASURER segregates into individual trusts accounts, held by the County’s trustee, the bond proceeds of certain bond issues. There are approximately 45 separately managed trust accounts totaling approximately \$150 million. Each account is managed separately, but is reported in aggregate on the County’s Monthly Investment Report. These separate accounts include such categories as construction, debt service, and reserve funds. Cash flow information is provided by TREASURER and other County financial personnel.

McCarran Airport Bond Funds: In accordance with bond covenants, the TREASURER segregates into individual trusts accounts, held by the County’s trustee, the bond proceeds of certain McCarran Airport bond issues. There are approximately 45 separately managed trust accounts totaling approximately \$350 million. Each account is managed separately, but is reported in aggregate on the County’s Monthly Investment Report. These separate accounts include such categories as construction, debt service, and reserve funds. Cash flow information is provided by Airport financial management personnel.

Tax Receiver: The County Treasurer as Ex Officio Tax Receiver collects real property taxes for all local taxing entities in Clark County, and for the State of Nevada. The balances in the Tax Receiver portfolio are extremely seasonal in nature due to the statutory property tax collection schedule, with the highest balances occurring in the months of August, October, January, and March. Monies are invested primarily in short-term securities and money market funds (MMFs) to match the scheduled cash flow requirements. Property tax allocations and interest earnings are disbursed to the other governmental entities on the 15th of each month. This portfolio ranges from a high of approximately \$400 million to a low of approximately \$5 million.

Water Reclamation District: The TREASURER performs the investment function for the Water Reclamation District, with the District providing cash flow information. The asset allocation of this portfolio is similar to the Investment Pool. This portfolio’s balance is approximately \$500 million.

Details of investment holdings, the County’s Investment Policy, and Monthly Investment reports can be found on the County’s web site: www.clarkcountynv.gov, Treasurer’s Office.

5. SCOPE OF PROJECT

See attached Exhibit 1 – Scope of Work.

6. DESIGNATED CONTACTS

Questions concerning the scope of work and regarding the selection process for this RFP may be directed to Chetan Champaneri, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, via email to chetanc@clarkcountynv.gov by no later than **WEDNESDAY, AUGUST 21, 2013**. PROPOSER shall identify the above referenced title within the subject line of the message.

7. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

8. TENTATIVE DATES AND SCHEDULE

Deadline for Submitting Questions: Wednesday, August 21, 2013

Answers to all questions submitted available on or about: Friday, August 30, 2013

Proposal Due Date: Friday, September 13, 2013

Finalists Selection: Friday, October 11, 2013

Finalists Oral Presentations (if applicable): Week of October 14, 2013 or Week of October 21, 2013

Final PROPOSER Selection: Friday, October 25, 2013

Contract Negotiations: Friday, October 25, 2013 – Friday, November 22, 2013

Award & Approval of the Final Contract: Tuesday, December 17, 2013

9. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

10. EVALUATION CRITERIA

Selection of the Manager(s) will be based primarily on the written responses to this RFP, but may also include oral presentations by selected finalists.

The TREASURER will consider the following (not in order of importance or weighting) to evaluate proposals and determine a best-suited provider or providers of the required services.

- Ability to meet the MINIMUM QUALIFICATIONS
- Responsiveness to the RFP, including the quality and completeness of the proposal
- Understanding of, and ability to provide the services specified in the Scope of Work—Exhibit 1
- Expertise and experience of the firm and assigned personnel in providing similar services to state and/or local governments
- Familiarity with the OWNER'S investment objectives, and local resources utilized
- Accessibility and availability of assigned personnel
- Quality of investment and other reports
- Competitiveness of PROPOSER's fees. Proposed fees will be an important consideration, but the OWNER will not be obligated to select the lowest bidder
- Other criteria in the OWNER'S best interest not delineated above.

Contract for Institutional Fixed Income Cash and Investment Manager;
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Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

11. EVALUATION INFORMATION

In order to effectively compare proposals, and evaluate them uniformly and objectively, all proposals must be submitted in accordance with the requested format. Each question should be restated and followed by the PROPOSER'S corresponding response. No extraneous information or marketing materials of non-requested services should be included. Proposals shall contain the following information.

TABLE OF CONTENTS

PROPOSER'S RFP Table of Contents should following the RFP format below and each tab shall be identified using the same sequencing and title as identified herein and as identified within Exhibit 2 – Questionnaire

A. **Cover Letter**

The first page of the PROPOSER'S submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 18 and 19 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not be considered for award.

B. **Contact Information Page**

Include the legal name of the organization, name of the company officer or the designated agent empowered to contractually bind the organization, address, phone number, fax number, contact persons (list a minimum of two), contact person's email address, and the signature of the officer or designated agent. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.

C. **Minimum Qualifications**

Proposer shall respond to each individual minimum requirement listed below identifying whether they meet the minimum qualifications or not. TREASURER reserves the right to request additional information as may be reasonably required to determine or further investigate qualification of PROPOSER.

1. Be registered with the Securities and Exchange Commission as a Registered Investment Advisor at all times during the term of the contract;
2. Have at least \$1 billion of fixed income, municipal (state and/or local government) operating funds and bond issue proceeds under management;
3. Have at least five years of experience managing municipal operating portfolios and bond issue proceeds.
4. Have at least five years of experience managing corporate bond portfolios.
5. Have at least five years experience managing MBS and ABS portfolios.
6. Have experience assisting municipalities with day-to-day cash management operations (Cash and Investment Manager);
7. Have Errors and Omissions insurance of at least \$10 million (Cash and Investment Manager).
8. Have Errors and Omissions insurance of at least \$5 million (Corporate Bond Portfolio, or MBS/ABS Portfolio Investment Manager only).

D. **Executive Summary**

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project.

E. **Questionnaire**

PROPOSER shall complete and/or provide the information requested in Exhibit 2 – Questionnaire.

F. **Implementation Requirements**

PROPOSER shall provide a detailed implementation schedule which defines the transition process from the current, contracted vendor to the PROPOSER.

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G. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. Work Completed Locally

Provide information as to local resources that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

- 1) Clark County/Las Vegas office address (if any).
- 2) Year Clark County/Las Vegas office established.
- 3) Employment (number of current employees by category):

Company	Managerial	Technical	Administrative
Office Personnel located in Clark County / Las Vegas			
Total Firm Personnel			

- 4) Provide a statement as to your firm's local resources that will be utilized to complete the work.
- 5) Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

I. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

J. Insurance

The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, PROPOSER must provide a statement that firm will comply with insurance requirements.

K. Disclosure of Ownership/Principals

Proposer must complete and submit the attached Disclosure of Ownership/Principals form with its Proposal.

L. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to provide the required services in a timely and cost-effective manner.

M. PROPOSER shall provide the following documents utilizing the format, sequencing and title noted below.

Appendix 1 – SEC Form ADV Part 2

Appendix 2 – Monthly Investment Report

Appendix 3 – Single Company Credit Analysis

Appendix 4 – Economic Update, Market Conditions, Investment Analysis/Strategy, and/or other newsletter/ report (no more than 20 pages per report)

Appendix 5 – Most recent list of the firm's approved broker/dealers

Appendix 6– Fee Proposal

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
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12. SUBMITTAL REQUIREMENTS

The proposal submitted should be limited to 75 pages, excluding the documentation required to be submitted under Item No. 11 – Evaluation Information, Paragraph M. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit one (1) clearly labeled original and five (5) copies of their proposal, plus one (1) CD copy of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4 th Fl Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4 th Fl 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4 th Fl 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

13. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

14. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

15. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

16. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

17. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

18. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

Contract for Institutional Fixed Income Cash and Investment Manager;
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Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

19. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

20. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

21. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

22. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada.
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

23. ATTACHMENTS

Exhibit 2 – Questionnaire is now available online in a word document at <http://www.ClarkCountyNV.gov/Purchasing>. Click on "Current Opportunities" and locate Document No. 603046 in the list of current solicitations. Proposer(s) or any of its representatives that alter, change or delete any of the information contained within the RFP will result in their proposals being rejected.

**EXHIBIT 1
SCOPE OF WORK
SECTION I: REQUIRED SERVICES FOR CASH AND INVESTMENT MANAGER --TOTAL PORTFOLIO,
OR, FOR ALL BUT CORPORATE BOND PORTFOLIO OR MBS/ABS PORTFOLIO**

PROPOSER shall provide all of, but not limited to, the following services described herein:

Daily

- Query the County's commercial bank to obtain previous day and current day transactions and balances to determine the County's daily cash flow needs and funds available for investment. Prepare a funding requirement report to send to the TREASURER.
- Interact with various County departments and agencies to determine upcoming cash flow requirements for all funds overseen by the TREASURER (Investment Pool, Tax Receiver, Clark County Water Reclamation District, segregated McCarran Airport Bond Funds, and Various Other Bond Issue Funds).
- Update the County's 12 month rolling cash flow analysis with historical actuals and projected.
- Invest County's available funds on a discretionary basis within the parameters of applicable Nevada Revised Statutes, the County's Investment Policy, Bond Covenants, and TREASURER'S direction.
- Monitor trade/transaction settlements, including those of any separate MBS/ABS Investment Manager and/or separate Corporate Bond Investment Manager (if applicable).
- Send the TREASURER trade/transaction tickets, security descriptions, and investment accounting information for all purchases, sells, maturities, calls, and interest transactions.
- Send trade/transaction information to County's custodian.
- Provide TREASURER brief explanation/justification of buys and sells.
- Interact with the MBS/ABS Investment Manager (if applicable) to incorporate their transactional information into the MANAGER'S investment accounting system.
- Interact with the Corporate Bond Investment Manager (if applicable) to incorporate their transactional information into the MANAGER'S investment accounting system.
- Reconcile all daily investment activity with the County's custodian.
- Monitor credit exposure and risk of Total Portfolio, and report material events to the TREASURER.
- Be available to answer questions of TREASURER or other County staff as needed.

Weekly

- Provide TREASURER one-page portfolio analysis reports of the following portfolios: Cash Management, Core, Corporate Bond, MBS/ABS, Tax Receiver, and Water Reclamation District.
- Provide TREASURER a summary economic and market update report.

Monthly

- Provide TREASURER a summary Monthly Investment Report for distribution and posting on the County's website.
- Provide TREASURER a Monthly Detail Report for the TREASURER for the Investment Pool and the Water Reclamation District portfolios. The Monthly Detail Report is a comprehensive investment accounting, analytic, compliance and performance report.
- Provide investment compliance report to TREASURER for the MBS/ABS Investment Manager (if applicable).
- Provide investment compliance report to TREASURER for the Corporate Bond Investment Manager (if applicable).
- Reconcile the MANAGER'S investment accounting system to custodian's audited monthly reports for each portfolio in the Total Portfolio. Reconcile reports of any separate Investment Managers to County custodian.

- Provide interest earning reports to TREASURER for Investment Pool's monthly interest allocation report.
- Provide realized gains and losses report on the sale of assets during the month.
- Provide detailed amortization schedules.
- Provide a monthly analysis of the Nevada Local Government Investment Pool (if applicable).
- Work with TREASURER to analyze the County's depository bank's account analysis statements to determine appropriate compensating balances.
- Be available to meet with the TREASURER to discuss the County's investment program, including investment strategy and performance, economic and market conditions, cash flow information, bond proceeds analysis, and other investment related information.
- Provide firm's approved list of commercial paper, negotiable certificate of deposit, asset-backed securities, corporate bond issuers, and repurchase agreement counterparties.

Quarterly

- Compile separate Quarterly Detail Reports for TREASURER for the Tax Receiver, Various Clark County Bond Funds, and McCarran Airport Bond Funds portfolios. The Quarterly Detail Report is a comprehensive investment accounting, analytic, compliance and performance report.
- Provide detailed billing information which allows the TREASURER to easily identify and verify the calculation of the fees charged for services rendered.

Semi-Annually

- Meet with the McCarran Airport's financial management personnel to discuss the investment of the Airport's bond funds.
- Meet with the Water Reclamation District's financial management personnel to discuss the investment of the District's funds.

Annually

- Assist the TREASURER, Comptroller, and internal and external auditors with the County's Comprehensive Annual Financial Report which includes calculating the accounting entries and/or drafting the narratives for GASB 31 (mark-to-market), and GASB 40 (investment risk disclosure).
- Assist with budgeting interest income.
- Assist TREASURER with any necessary Investment Policy changes.
- Provide a list of approved broker/dealers.
- Provide most recent SEC Form ADV Part 2.

Ad Hoc

- Perform special projects, which could include assisting the TREASURER in procurement of services such as custodial, trust, securities lending, and commercial banking.
- Serve as a general resource to TREASURER and other County staff for information and training.
- Assist in presentations to rating agencies.
- Assist in analyzing proposed Nevada legislative bills which may have a potential impact on the County's investments and/or banking requirements.
- Prepare special analyses and reports as requested by the TREASURER.

EXHIBIT 1
SCOPE OF WORK

SECTION II: REQUIRED SERVICES FOR CORPORATE BOND PORTFOLIO INVESTMENT MANAGER (ONLY)

PROPOSER shall provide, but not limited to, the following services described herein:

Daily

- Invest portfolio's funds on a discretionary basis within the parameters of applicable Nevada Revised Statutes, the County's Investment Policy, and TREASURER'S direction.
- Send trade/ transaction information to the TREASURER and Cash and Investment Manager.
- Send trade/transaction information to County's custodian.
- Send TREASURER brief explanation/justification of buys and sells.
- Reconcile daily investment activity with the County's custodian.
- Monitor portfolio's credit exposure and risk, and report material events to the TREASURER.

Monthly

- Compile a Monthly Report for the TREASURER which includes detailed holdings and investment accounting, portfolio analysis, compliance, and performance reports.
- Provide interest earnings report.
- Provide realized gains and losses report on the sale of assets during the month.
- Provide detailed amortization schedules.
- Provide firm's approved list of issuers of corporate bonds, commercial paper, negotiable certificates of deposit, and repurchase agreement counterparties to the TREASURER.

Quarterly

- Be available to meet or discuss (via telephone) with the TREASURER the required services, including investment holdings, strategy and performance, economic and market conditions, credit analysis, and other investment related information. At least once per year the meeting will be held at Clark County.
- Provide detailed billing information which allows the TREASURER to easily identify and verify the calculation of the fees charged for services rendered.

Annually

- Provide a list of approved broker/dealers.
- Provide most recent SEC Form ADV Parts 1 and 2.

*Note: If selected to serve as Investment Manager of a separate Corporate Bond portfolio **and** a separate MBS/ABS portfolio, the Required Services will be combined.*

EXHIBIT 1
SCOPE OF WORK
SECTION III: REQUIRED SERVICES FOR MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES
PORTFOLIO INVESTMENT MANAGER (ONLY)

PROPOSER shall provide, but not limited to, the following services described herein:

Daily

- Invest portfolio's funds on a discretionary basis within the parameters of applicable Nevada Revised Statutes, the County's Investment Policy, and TREASURER'S direction.
- Send trade/ transaction information to the TREASURER and Cash and Investment Manager.
- Send trade/transaction information to County's custodian.
- Send TREASURER brief explanation/justification of buys and sells.
- Reconcile daily investment activity with the County's custodian.
- Monitor portfolio's credit exposure and risk, and report material events to the TREASURER.

Monthly

- Compile a Monthly Report for the TREASURER which includes detailed holdings and investment accounting, portfolio analysis, compliance, and performance reports.
- Provide interest earnings report.
- Provide realized gains and losses report on the sale of assets during the month.
- Provide detailed amortization schedules.
- Provide firm's approved list of issuers of asset-backed securities, commercial paper, negotiable certificates of deposit, and repurchase agreement counterparties to the TREASURER.

Quarterly

- Be available to meet or discuss (via telephone) with the TREASURER the required services, including investment strategy and performance, economic and market conditions, credit analysis, and other investment related information. At least once per year the meeting will be held at Clark County.
- Provide detailed billing information which allows the TREASURER to easily identify and verify the calculation of the fees charged for services rendered.

Annually

- Provide a list of approved broker/dealers.
- Provide most recent SEC Form ADV Parts 1 and 2

Note: If selected to serve as Investment Manager of a separate Corporate Bond portfolio and a separate MBS/ABS portfolio, the Required Services will be combined.

**EXHIBIT 2
QUESTIONNAIRE**

(Only one response required regardless of which option you are selecting)

PROPOSER shall complete and/or provide all information requested herein. Failure to respond to all questions may adversely impact the evaluation of your proposal.

Firm Background and Other Information

Describe the organization and ownership of the firm. Has your firm experienced a material change in organizational structure, ownership or management during the past three years? If so, please describe.

Provide the location of the office of the individual who will be the primary contact with the TREASURER.

Provide the location of the office where the County's Investments will be managed.

Describe any current or past Securities and Exchange Commission censure or litigation involving your organization, any officer, or employee during the past three years.

Identify the types of accounts managed by your firm (corporate, pension, high net worth, endowment/foundation, government).

List your firm's assets under management (in millions) in the following categories:

Type	Amount (Municipalities)*	Amount (Other Institutions)
Municipal Operating Funds		
Municipal Bond Proceeds		
Other Fixed Income		
Equity & Other Assets		

*State and local government

Describe your firm's revenue sources and firm's financial condition. Provide the website address to view your most recent audited financial statements.

Describe the firm's compliance with SEC Rule 204A-1 (Code of Ethics).

Describe your firm's business continuity plan.

Provide a copy of SEC Form ADV Part 2 in Appendix 1.

Personnel

Provide name and contact information of the firm's primary portfolio manager who will be assigned to the County.

Provide name and contact information of the firm's primary client service representative who will be assigned to the County.

Provide an organization chart which shows the key individuals (listing names, titles, and areas of responsibilities) who will provide investment management, research, compliance, reporting, and credit analysis.. Provide brief biographical information for each of these key individuals.

Investment Philosophy and Process

Briefly describe your firm's investment management philosophy, including your approach to managing municipal operating funds and bond proceeds.

What are the primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?

Describe your firm's trading methodology to obtain the best price.

Describe how your firm evaluates and monitors broker/dealers. Provide the most recent list of the firm's approved broker/dealers in Appendix 5.

Describe your firm's portfolio management approach. Are portfolios managed by an individual or a team?

Describe your firm's experience in preparing detailed cash flow schedules and determining daily cash flow needs and funds available for investment for municipal operating funds and bond funds.

Describe procedures used to ensure that investments comply with Nevada Revised Statutes, County Investment Policy, Bond Covenants, and TREASURER's direction.

Describe your firm's research capabilities as they would pertain to Clark County's authorized investments.

Describe your firm's credit analysis process. Provide a sample single company credit analysis report in Appendix 3.

Describe your methodology and calculation of Book Rate of Return (County's primary measure of performance).

Describe your methodology and calculation of Total Return (County's secondary measure of performance).

Describe your firm's experience in developing custom benchmarks for both Book Rate of Return and Total Rate of Return for municipal operating portfolios.

Reporting

Describe your firm's experience in providing information and preparing investment-related GASB reports.

Provide a sample monthly investment report in Appendix 2.

Provide a sample of the firm's most recent reports on Economic Indicators, Market Conditions, Investment Analysis/Strategy, and or other newsletters/reports in Appendix 4.

System Capabilities

Describe the hardware and software systems used for recording, accounting for, and reporting investment transactions.

Does the system use dedicated hardware? If not, describe the priority given to the investment accounting system versus other systems sharing the same hardware.

Describe the technical support available.

Describe your back-up and recovery capabilities in place for daily operations.

Describe your disaster recovery plans and procedures to provide continuing service in the event of a localized disaster for time frames of up to 30 days. Include notification to the County, and estimates of time frames required to resume service in all functional areas, including systems, operations and client administration.

Describe any major changes and/or upgrades planned for the system. Will you require modification on your client side?

References

Please provide three (3) public sector (state and/or local government) references for which you provide similar services.

- Name of Client:
- Address:
- Contact Name:
- Title:
- Email:.....
- Telephone Number:
- Fax Number:
- Asset Size:
- Number of Years as Client:

Fees

Depending on the proposal submitted, provide the applicable fee schedule in Appendix 6.

*Provide a basis point fee schedule to serve as the Cash and Investment Manager for the Total Portfolio, or

*Provide a basis point fee schedule to serve as the Cash and Investment Manager **for all but** Corporate Bond securities, or

*Provide a basis point fee schedule to serve as the Cash and Investment Manager **for all but** MBS/ABS securities, or

*Provide a basis point fee schedule to serve as Investment Manager of a separate Corporate Bond portfolio **only**—managing a portfolio that may range from \$150 million up to \$500 million, or

*Provide a basis point fee schedule to serve as Investment Manager of a separate MBS/ABS portfolio **only**—managing a portfolio that may range from \$150 million up to \$500 million, or

*Provide a basis point fee schedule to serve as Investment Manager of a separate Corporate Bond portfolio **and** a separate MBS/ABS portfolio—managing portfolios that range from \$150 million to \$500 million each.

For the Cash and Investment Manager, the fee will be based upon the Total Portfolio's total market value (including accrued interest) as determined by the County's custodian as of the last business day of each month. The fee will be all inclusive for all services provided.

For the Investment Manager of a separate Corporate Bond portfolio, a separate MBS/ABS portfolio, or both, the fee will be based upon the respective portfolio's total market value (including accrued interest) as determined by the County's custodian as of the last business day of each month. The fee will be all inclusive for all services provided.

The investment management fee will be paid on a quarterly basis, in arrears, upon presentment, review, and approval of invoice.

No "soft-dollar" or other compensation will be paid to any Investment Manager by financial institutions or broker/dealers from investment transactions that relate to the County's funds.

PORTFOLIO AND ADDITIONAL INFORMATION

Details of investment holdings can be found on the County's website at:

http://www.clarkcountynv.gov/depts/TREASURER/Pages/Investment_Banking/HoldingReports.aspx

The current Clark County Investment Policy is provided on the County's website at:

<http://www.clarkcountynv.gov/depts/TREASURER/Forms/Investment%20Policy.pdf>

Monthly Investment Reports are provided on the County's website at:

http://www.clarkcountynv.gov/depts/treasurer/Pages/Investment_Banking/MonthlyReports.aspx

The current investment manager for the Cash and Investment Manager services is FTN Financial Main Street Advisors (FTN Main Street).

The current investment manager for the Corporate Bond portfolio is Wells Capital Management.

The MBS/ABS portfolio is currently invested through the State Treasurer's Nevada Pooled Long-Term Investment Account (NVEST) Program in a separate account managed by an NVEST Program Investment Manager, Atlanta Capital Management. The custodian for NVEST is Wells Fargo.

The current custodian (for all but NVEST) and corporate trustee is Bank of New York Mellon (BNYM). An RFP process is currently being conducted to select a custodian and corporate trustee.

CLARK COUNTY, NEVADA

**CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND
INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE
BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL
SEPARATE MORTGAGE-BACKED SECURITIES AND
ASSET-BACKED SECURITIES PORTFOLIO
INVESTMENT MANAGER**

RFP NO. 603046-13

//ENTER COMPANY NAME//
NAME OF FIRM
//Enter Designated Contact Name//
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
//Enter Street Address// //City, State and Zip Code//
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
//Enter Email Address//
E-MAIL ADDRESS

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Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO INVESTMENT MANAGER

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as ASK TYPE , for CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO INVESTMENT MANAGER (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the ASK TYPE has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ENTER AMT, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, the ASK TYPE has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and ASK TYPE agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain ASK TYPE for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-year periods subject to the provisions of Sections II and VIII herein. During this period, ASK TYPE agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay ASK TYPE for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of \$ENTER AMT. COUNTY's obligation to pay ASK TYPE cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the ASK TYPE and it shall be the ASK TYPE's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if ASK TYPE fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

- c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount ASK TYPE was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the ASK TYPE in writing within 14 calendar days of any disputed amount included on the invoice. The ASK TYPE must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the ASK TYPE will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay ASK TYPE within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or the ASK TYPE based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to ASK TYPE all damages, costs and expenses caused by ASK TYPE's negligence, resulting from or arising out of errors or omissions in ASK TYPE's work products, which have not been previously paid to ASK TYPE.
 7. COUNTY shall not provide payment on any invoice ASK TYPE submits after six (6) months from the date ASK TYPE performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.
- C. County's Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the ASK TYPE.

SECTION III: SCOPE OF WORK

Services to be performed by the ASK TYPE for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the ASK TYPE's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the ASK TYPE for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the ASK TYPE of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the ASK TYPE shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF ASK TYPE

- A. It is understood that in the performance of the services herein provided for, ASK TYPE shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, ASK TYPE has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ASK TYPE in the performance of the services hereunder. ASK TYPE shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. ASK TYPE shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by ASK TYPE's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of ASK TYPE be unable to complete his or her responsibility for any reason, the ASK TYPE must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If ASK TYPE fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. ASK TYPE has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The ASK TYPE agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The ASK TYPE will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. The ASK TYPE shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ASK TYPE, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, ASK TYPE shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the ASK TYPE to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. ASK TYPE will not produce a work product which violates or infringes on any copyright or patent rights. The ASK TYPE shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by ASK TYPE shall not in any way relieve the ASK TYPE of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of ASK TYPE's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and ASK TYPE shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by ASK TYPE's performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by ASK TYPE for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by ASK TYPE to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. ASK TYPE shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the ASK TYPE, without prior written approval of COUNTY.
- B. Approval by COUNTY of ASK TYPE's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve ASK TYPE of responsibility for the professional and technical accuracy and adequacy of the work. ASK TYPE shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by ASK TYPE's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of ASK TYPE's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with ASK TYPE in the performance of services under this Contract and will be available for consultation with ASK TYPE at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by ASK TYPE under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform ASK TYPE by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to ASK TYPE. It is understood that COUNTY's representative's review comments do not relieve ASK TYPE from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist ASK TYPE in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. ASK TYPE will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent ASK TYPE.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. ASK TYPE shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If the ASK TYPE's performance of services is delayed or if the ASK TYPE's sequence of tasks is changed, ASK TYPE shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.
- D. In the event that the ASK TYPE fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the ASK TYPE shall pay to the COUNTY, as liquidated damages, the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.
- E. In the event that the ASK TYPE fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by County or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the ASK TYPE shall pay to COUNTY as liquidated damages the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION**A. Suspension**

COUNTY may suspend performance by ASK TYPE under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to ASK TYPE at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay ASK TYPE its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. ASK TYPE shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by ASK TYPE for any cause other than the error or omission of the ASK TYPE, for an aggregate period in excess of 30 days, ASK TYPE shall be entitled to an equitable adjustment of the compensation payable to ASK TYPE under this Contract to reimburse ASK TYPE for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the ASK TYPE is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY's convenience, COUNTY shall pay the ASK TYPE that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay ASK TYPE that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the ASK TYPE at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the ASK TYPE's default.
 - b. Upon receipt or delivery by ASK TYPE of a termination notice, the ASK TYPE shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of the ASK TYPE to fulfill contractual obligations it is determined that the ASK TYPE has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ASK TYPE shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the ASK TYPE assigned to the performance of this Contract.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

- 5. The rights and remedies of COUNTY and the ASK TYPE provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of ASK TYPE's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within ASK TYPE's control.

SECTION X: INSURANCE

The ASK TYPE shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The ASK TYPE shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: _____

TO ASK TYPE: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

ASK TYPE acknowledges that ASK TYPE and any subcontractors, agents or employees employed by ASK TYPE shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of ASK TYPE or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the ASK TYPE agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

ASK TYPE acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ASK TYPE recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the ASK TYPE in breach of the Contract, terminate the Contract, and designate the ASK TYPE as non-responsible.

D. Assignment

Any attempt by ASK TYPE to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

E. Indemnity

The ASK TYPE does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ASK TYPE or the employees or agents of the ASK TYPE in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Covenant Against Contingent Fees

The ASK TYPE warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

H. Gratuities

1. COUNTY may, by written notice to the ASK TYPE, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the ASK TYPE or any agent or representative of the ASK TYPE to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against the ASK TYPE as it could pursue in the event of a breach of this Contract by the ASK TYPE; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the ASK TYPE in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

The performance of this contract by the ASK TYPE is subject to review by COUNTY to insure contract compliance. The ASK TYPE agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All request for information will be in writing to the ASK TYPE. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The ASK TYPE covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. ASK TYPE further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

ASK TYPE shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by ASK TYPE shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

The ASK TYPE shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the ASK TYPE is for the COUNTY's information only.

N. Disclosure of Ownership Form

The ASK TYPE agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

EXHIBIT A

**CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER;
OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL
SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO
INVESTMENT MANAGER
SCOPE OF WORK**

TO BE DETERMINED

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

EXHIBIT B
**CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER;
 OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL
 SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO
 INVESTMENT MANAGER**
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, ASK TYPE SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** The ASK TYPE shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The ASK TYPE's insurance shall be primary as respects the Owner, its officers and employees.
- D. **Endorsement/Cancellation:** The ASK TYPE's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the ASK TYPE's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, the ASK TYPE shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, the ASK TYPE shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by ASK TYPE and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** The ASK TYPE shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
- J. **Homeowner's:** The ASK TYPE shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **Workers' Compensation:** The ASK TYPE shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a ASK TYPE that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the ASK TYPE has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

- L. **Failure To Maintain Coverage:** If the ASK TYPE fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the ASK TYPE to stop the work, declare the ASK TYPE in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the ASK TYPE or deduct the amount paid from any sums due the ASK TYPE under this Contract.
- M. **Additional Insurance:** The ASK TYPE is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** The ASK TYPE is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the ASK TYPE, their subcontractors or anyone employed, directed or supervised by ASK TYPE.
- O. **Cost:** The ASK TYPE shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
- Q. **Insurance Form Instructions:** The following information must be filled in by the ASK TYPE's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. ASK TYPE's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Homeowner's Liability (Per Occurrence)
 - (R) Policy Number
 - (S) Policy Effective Date
 - (T) Policy Expiration Date
 - (U) Aggregate (\$1,000,000)
 9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 10. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 11. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as CBE No. 603046-13, entitled CONTRACT FOR INSTITUTIONAL FIXED INCOME CASH AND INVESTMENT MANAGER; OPTIONAL SEPARATE CORPORATE BOND PORTFOLIO INVESTMENT MANAGER; OPTIONAL SEPARATE MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES PORTFOLIO INVESTMENT MANAGER;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature
STAMP AND SEAL

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

Contract for Institutional Fixed Income Cash and Investment Manager;
Optional Separate Corporate Bond Portfolio Investment Manager,
Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

_____ Signature	_____ Print Name
_____ Title	_____ Date

Contract for Institutional Fixed Income Cash and Investment Manager;
 Optional Separate Corporate Bond Portfolio Investment Manager,
 Optional Separate Mortgage-Backed Securities and Asset-Backed Securities Portfolio Investment Manager.

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative