



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901  
(831) 755-4990**

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**REQUEST FOR PROPOSALS  
#10598**

**For**

**SMALL BUSINESS REVOLVING LOAN FUND  
PROGRAM**

**Proposals are due by 3:00 pm (PST) on May 4, 2017**

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## 1.0 INTENT

- 1.1 The County of Monterey's Economic Development Department, hereinafter referred to as "County", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to manage the County's Small Business Revolving Loan Fund.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

## 2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco.
- 2.2 The County of Monterey is seeking a partner to assist with the County Small Business Revolving Loan Fund (SBRLF). The selected CONTRACTOR will work with the County, local financial institutions and business advocacy organizations to develop new lending opportunities; underwrite and package new loan requests; and manage daily loan servicing obligations, such as preparing monthly statements and posting payments; preparing monthly financial and portfolio activity reports; and act as the County's fiscal agent for loan disbursement and collections. The selected firm will be expected to develop on-going relationships with all clients and proactively manage loans to identify potential issues early and present timely recommendations that may help prevent the borrower from going into default.
- 2.3 The loan program's goal is to assist expanding businesses in Monterey County that have been unable to obtain full financing through conventional lenders. This program is not meant to compete with banks or other lenders. It is intended to act in partnership with traditional lenders in order to supply the necessary capital to support job creation and/or retention within the County of Monterey. The SBRLF can make loans of \$10,000 to \$250,000. Loans are generally amortized over five to twenty years based on collateral and how the loan proceeds will be used. The minimum interest rate is 4%.
- 2.4 The SBRLF was originally capitalized with grants from the U.S. Department of Commerce, Economic Development Administration (EDA) and local cities and the County. As of June 30, 2016, the loan portfolio had 10 outstanding loans with more than \$987,000 principal outstanding and approximately \$550,000 available to lend. The SBRLF can charge interest rates between 4% and 10%. The average rate on current loans is approximately 5.5%.
- 2.5 The SBRLF is self-supporting and relies on program fees, interest paid on loans, and interest earned on accounts to cover all costs associated with the program. There are various grant agency limits on how much of this income may be used for administrative expenses. Please refer to the attached SBRLF Administrative Manual for details on how the program operates. Because of the multiple funding sources and different requirements of the various

programs, the selected CONTRACTOR must be able to understand and apply the requirements to each loan.

- 2.6 The County will not be obligated to utilize any financial resources beyond those allowed by the grant sources to compensate the selected CONTRACTOR for implementing the SBRLF program and CONTRACTOR'S sale source of compensations for services provided to County shall be from loan fees and loan interest actually collected.

### 3.0 CALENDAR OF EVENTS

- |     |                                     |   |
|-----|-------------------------------------|---|
| 3.1 | Issue RFP                           | Thursday, March 30, 2017                  |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., PST, Wednesday, April 12, 2017 |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., PST, Thursday, May 4, 2017     |
| 3.4 | Estimated Notification of Selection | May 2017                                  |
| 3.5 | Estimated AGREEMENT Date            | June 2017                                 |

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by informing the County of their mailing information.

### 4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	DeAundra Lewelling Deputy Purchasing Agent 1488 Schilling Place Salinas, CA 93901 PHONE: (831) 755-49981 FAX: (831) 755-4969 <a href="mailto:LewellingDL@co.monterey.ca.us">LewellingDL@co.monterey.ca.us</a>
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- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontractors upon written approval of the Economic Development Director and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 The Scope of Work includes but is not limited to the following and will be divided into three sections: Marketing, Underwriting and Program Administration. CONTRACTOR shall provide a cost estimate for fees associated with each of the program sections listed below (**Attachment A**). The selected CONTRACTOR, as the Program Administrator, shall be responsible for ensuring the on-going success of the SBRLF programs, and compliance with the SBRLF Administrative Manual.

The CONTRACTOR'S services shall include the following:

### 5.3 MARKETING

- 5.3.1 Implementation of a marketing strategy that will reach the population targeted by each program.
- 5.3.2 Ensure that the marketing strategy is in compliance with all EDA grant regulations and the County's SBRLF Administrative Manual.

### 5.4 UNDERWRITING

- 5.4.1 Prepare loan applications in compliance with all EDA grant regulations and the County's SBRLF Administrative Manual.
- 5.4.2 Document jobs created/retained.

- 5.4.3 Presentation of completed loan requests to Loan Committee for consideration /approval.

**5.5 LOAN MANAGEMENT:**

- 5.5.1 Document and book approved loans.
- 5.5.2 Prepare monthly statements for each individual borrower and receive/post borrower payments.
- 5.5.3 Ongoing monitoring of loans to insure that all terms and conditions of the loans are being met.
- 5.5.4 Conduct annual on-site visits of all current borrowers.
- 5.5.5 Maintain security interest in collateral, e.g. renew UCC filings as necessary
- 5.5.6 Notify the County of any loan no later than 45-days late after a missed payment. Such notice shall include a description of why the payment/s were missed and specific steps that the CONTRACTOR will take to work with the borrower to bring the account current and provide contact logs for delinquent loans with subsequent invoices.

- 5.5.6.1 Any loan which the County identifies as delinquent without receiving notice from the CONTRACTOR or which is missing contact logs shall not be included in the calculation of fees due.

**5.6 PROGRAM ADMINISTRATION:**

- 5.6.1 Preparation of monthly financial statements for the County.
- 5.6.2 Provide financial and borrower information necessary to complete EDA grant reports as required.
- 5.6.3 Ensure that the programs are in compliance with all EDA grant regulations and the County's SBRLF Administrative Manual.

**5.7 PROGRAM ELEMENTS**

The following program elements are not part of the initial scoring for this RFP; however, are key components to the Scope of Work that will be required for the awarded vendor. The following is for informational purposes.

- 5.7.1 The Small Business Revolving Loan Fund (SBRLF) program is one of the County's economic development tools for assisting small businesses. The SBRLF program requires that sound underwriting standards be applied to all loans.
- 5.7.2 The program also requires that businesses meet additional goals to meet the County's economic development objectives and grant agency requirements, as outlined in the attached SBRLF Administrative Manual, or as subsequently amended which include but are not limited to:
  - 5.7.2.1 Job creation or retention: For every \$20,000 of SBRLF dollars loaned, one full-time job must be created or retained.
  - 5.7.2.2 Private sector leveraging: The borrower is expected to match one to one every SBRLF dollar loaned with either a new equity contribution or private loans.
  - 5.7.2.3 Up to 70% of the portfolio can be for commercial enterprises. The remaining 30% is intended to assist industrial businesses.

5.7.2.4 Each portfolio has additional, specific requirements including geographic limitations and who should principally benefit from the program.

5.8 The SBRLF must be self-supporting.

5.8.1 County can only use interest and fees earned on loan originations, interest earned on bank accounts and interest paid on outstanding principal to pay for all aspects of the CONTRACTOR's services.

5.9 The full program requirements are contained in the attached **Appendices A, B, C & D.**

**6.0 CONTRACT TERM**

6.1 The term of the AGREEMENT(s) will be for a period of five (5) years, with no renewal options.

6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

**7.0 PROPOSAL PACKAGE REQUIREMENTS**

**7.1 CONTENT AND LAYOUT:**

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING ( <i>ATTACHMENT A</i> )
Section 7	EXCEPTIONS
Section 8	APPENDIX
Section 9	BONDS



## **Section 1, Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

### **Table of Contents**

## **Section 2, Pre-Qualifications:**

**Pre-Qualifications:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications requirements as set forth herein.

## **Section 3, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

**Section 4, Technical Aspects:**

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County’s needs as indicated in this solicitation.
- Descriptions of the proposed portfolio management elements, including responsibility for loan monitoring and initiating contact with delinquent borrowers.
- A description of the loan documentation software that the CONTRACTOR will use to originate and collateralize loans, including information about the publisher and how the software meets California laws for lending, collateralization and documentation.
- A description of the CONTRACTOR’s current loan approval process and how the CONTRACTOR envisions incorporating the SBRLF into the process.
- A description of any Loan Committees that the CONTRACTOR has established to review credit requests and monitor portfolio performance, including the economic sectors represented and demographic composition of the Loan Committee.
- A description of the CONTRACTOR’s marketing and outreach efforts to small businesses.
- A description of how the CONTRACTOR follows up and works with delinquent borrowers.

**Section 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County’s Climate-Friendly Purchasing Policy (*Reference: [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm)*).

CONTRACTOR shall indicate whether or not it is a ‘Green Certified’ Business and state which governing authority administered the certification.

**Section 6, Pricing & Warranty:**

CONTRACTOR shall complete and submit pricing as per *Attachment A- Cost Sheet* attached hereto.

**Section 7, Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10598” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 8, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

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**Section 9, Bonds:**

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10598”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be

initialed in BLUE ink by the person signing the proposal. See section 13.1 of this RFP for additional information.

- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10598 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 8.7 **Compliance:** Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2.1 The selection criteria include, but are not limited to, demonstrated competence in the following:
- 9.2.1 Marketing loan programs to small businesses.
  - 9.2.2 Underwriting experience.
  - 9.2.3 Ability to request, prepare and/or file all documents necessary to underwrite and collateralize loans.
  - 9.2.4 Ability to document approved loans in a timely manner.
  - 9.2.5 Ability to prepare monthly statements and receive/post payments in a timely manner.
  - 9.2.6 Experience developing work out plans with delinquent borrowers.
  - 9.2.7 Experience in urgent project delivery with critical timelines.
  - 9.2.8 Experience in documentation of jobs created or retained.
- 9.3 A selected number of firms may be invited for an interview. CONTRACTORS invited for an interview will be evaluated based on the firm's presentation in terms of:
- 9.3.1 Grasp of project and services requirements
  - 9.3.2 Related project experience
  - 9.3.3 Experience in meeting critical delivery schedules
  - 9.3.4 Proposed methodology to fulfill the intent of this RFP, including how the CONTRACTOR proposes to use COUNTY funds to leverage other sources of financing and keep all transactions at arms-length
  - 9.3.5 Ability and capacity to fulfill the intent of this RFP
  - 9.3.6 Ability to deliver within established time constraints
- 9.3 The successful CONTRACTOR will be invited to enter into negotiations with the County. The successful CONTRACTOR will be required to enter into an agreement with the County, which will include, but is not limited to the **Sample Agreement** attached hereto. The terms and conditions of an agreement are subject to provisions governing grants awarded to the County of Monterey. For additional information on those provisions see:

#### 9.4.1 ECONOMIC DEVELOPMENT ADMINISTRATION

[Appendix A: EDA Revolving Loan Fund Financial Assistance Award Standard Terms and Conditions](#)

[Appendix B: Monterey County Small Business Revolving Loan Fund Administrative Manual](#)

9.5 AGREEMENT award(s) will not be based on cost alone.

### 10.0 PREFERENCE FOR LOCAL CONTRACTORS

Intentionally Omitted

### 11.0 CONTRACT AWARDS

- 11.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

### 12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

### **13.0 AGREEMENT TO TERMS AND CONDITIONS**

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

### **14.0 COLLUSION**

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

### **15.0 RIGHTS TO PERTINENT MATERIALS**

- 15.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.
- 15.2 Contractor acknowledges that County is a California Public Agency subject to the Brown Act, California Government Code section 54950 et seq., and the Public Records Act, California Government Code Section 6250 et seq., and that the successful proposal submittal in response to this RFP will be presented to the Monterey County Board of Supervisors at an open and public meeting for approval, and will be available to the public for viewing and/or downloading on the COUNTY’S website and otherwise considered a public record pursuant to Government Code sections 6250 et seq., and 54957.5.

**SAMPLE AGREEMENT SECTION**



## **SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.”

### **SAMPLE RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # \_\_\_\_\_) for \_\_\_\_\_, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **S1.0 PERFORMANCE OF THE AGREEMENT**

S1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # \_\_\_\_\_ and in this AGREEMENT on the terms and conditions contained herein and in RFP # \_\_\_\_\_. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix  
RFP # \_\_\_\_\_ Addendum (or Addenda) # \_\_\_\_  
RFP # \_\_\_\_\_ dated \_\_\_\_\_, including all attachments and exhibits  
CONTRACTOR’S Proposal dated \_\_\_\_\_,  
Payment and Performance Bonds  
Certificate of Insurance  
Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP # \_\_\_\_\_ Addendum/Addenda # \_\_,

RFP #\_\_\_\_\_ including all attachments and exhibits, Bonds, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

**S2.0 SCOPE OF SERVICE**

[\_\_\_\_\_]

*(Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any “Acceptance Testing” or “Notice to Proceed” clauses and project management requirements if applicable.*

**S3.0 TERM OF AGREEMENT**

- S3.1 The initial term shall commence with the signing of this AGREEMENT through and including \_\_\_\_\_, with the option to extend this AGREEMENT for \_\_\_\_\_ additional \_\_\_\_\_ year periods.  
S3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.  
S3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- S3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## **S4.0 COMPENSATION AND PAYMENTS**

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **S5.0 INVOICES AND PURCHASE ORDERS**

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the \_\_\_\_\_ department at the following address:  
\_\_\_\_\_  
\_\_\_\_\_
- S5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## **S6.0 STANDARD INDEMNIFICATION**

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## **S7.0 INSURANCE REQUIREMENTS**

- S7.1 Evidence of Coverage:
- S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- S7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

**S7.3 Insurance Coverage Requirements:**

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

**S7.4 Other Insurance Requirements:**

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **S8.0 RECORDS AND CONFIDENTIALITY**

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any

confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **S9.0 NON-DISCRIMINATION**

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **S11.0 CONFLICT OF INTEREST**

- S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## **S12.0 COMPLIANCE WITH APPLICABLE LAWS**

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.



S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **S13.0 DRUG FREE WORKPLACE**

S13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### **S14.0 TIME OF ESSENCE**

S14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### **S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

S15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

S15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **S16.0 FORCE MAJEURE**

S16.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

S16.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

S16.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **S17.0 BOND REQUIREMENTS**

S17.1 The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

## **S18.0 NOTICES**

S18.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:  
Director of Economic Development  
County of Monterey  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-5390  
FAX No.: (831) 755-5398  
[spaurd@co.monterey.ca.us](mailto:spaurd@co.monterey.ca.us)

TO CONTRACTOR:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
Email \_\_\_\_\_

**S19.0 LEGAL DISPUTES**

S19.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

S19.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

S19.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S19.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

**--END OF SAMPLE AGREEMENT SECTION--**

**ATTACHMENTS AND APPENDICES**



## APPENDIX A

Please see the following document for details:

**US Department of Commerce Economic Development Administration  
Revolving Loan Fund  
Financial Assistance Award  
Standard Terms and Conditions**

**APPENDIX B**

Please see the following document for details:

**Monterey County  
Small Business Revolving Loan Fund  
Administrative Manual**

## APPENDIX C

Please see the following document for details:

**Department of Commerce  
Financial Assistance  
Standard Terms and Conditions**



## APPENDIX D

Please see the following document for details:

### **Amendment to Financial Assistance Award**

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
ECONOMIC DEVELOPMENT DEPARTMENT

RFP #10598  
ISSUE DATE: MARCH 30, 2017



RFP TITLE: SMALL BUSINESS REVOLVING LOAN FUND PROGRAM

PROPOSALS ARE DUE TO THE CONTRACTS/PURCHASING DIVISION BY  
3:00 P.M., LOCAL TIME, ON MAY 4, 2017

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
DEAUNDR LEWELLING, LEWELLINGDL@CO.MONTEREY.CA.US, (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

### Determination of Invoice Due

CCRDC Invoice # \_\_\_\_\_

Invoice Period \_\_\_\_\_

#### Section 4.01 Invoice Due

SBRLF Active Portfolio	\$	-
Total Due	\$	-

#### Section 4.02 RLF Income Available

SBRLF Active Portfolio		
Total P.I. Available	\$	-

#### Section 4.03 Calculated Amount Due

SBRLF Active Portfolio		
Total Section 4.03	\$	-

#### Section 4.04 Invoice Due

##### Alternative Payment and Defaulted Loans

SBRLF Active Portfolio	\$	-
Total Section 4.04	\$	-

Attachment A.2  
Section 4.02 - Source of Funds to Pay for Services

Calculation of RLF Income  
Section 4.02 (b)

	Month	Quarterly Total
Interest Collected		\$ -
Interest on Accounts		\$ -
Late Fees Collected		\$ -
Fees Collected Subject to Section 4.03 (c) (i)		\$ -
Fees Collected Subject to Section 4.03 (c) (ii)		\$ -
Total RLF Income Earned	\$ - \$ - \$ -	\$ -

Attachment A.3  
 Calculation of Fees for Loans in Good Standing or Delinquent

Underwriting of New Loans

Section 4.03 (b) (i)

<u>Borrower &amp; Loan Number</u>	<u>Loan Amount</u>	<u>Factor</u>		
		2.5%	\$	-
		2.0%	\$	-
			\$	-

Documentation of New Loans

Section 4.03 (c) (ii)

<u>Borrower &amp; Loan Number</u>	<u>Business Assest Only</u>	<u>Business &amp; Personal Assets</u>		
			\$	-
			\$	-
			\$	-

Calculation of Annual Loan Administration Fee

Section 4.03 (b) (iii)

SBRLF Active Loans					0.00
SBRLF Active Loan Portfolio Fees	\$	-	\$	-	\$
					-

Calculation of Annual Management Fee

Section 4.03 (b) (iv)

\$12,000 Annual Fee Quarterly Installment		\$	3,000.00
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Attachment A.3  
Calculation of Fees for Loans in Good Standing or Delinquent

**Calculation of Loan Servicing Fee**

Section 4.03 (b) (v)

	Month				Quarterly Average
SBRLF Portfolio					\$ -
SBRLF Portfolio Section 4.04 Adjustments	\$	-	\$	-	\$ -
Total Adjusted Outstanding Principal	\$	-	\$	-	\$ -

**Principal Reduction Due for Loans Subject to Section 4.04 Payments**

Principal Balance Subject to 7.5% Rate (4.03 (b) (v) (2) (b) First \$250,000					\$ 4,687.50
Principal Balance Subject to 5.0% Rate (4.03 (b) (v) (2) (c) Second \$250,000					\$ 3,125.00
Principal Balance Subject to 2.5% Rate (4.03) (b) (v) (d) Adjusted Principal Balance Between \$500,000.01 and \$1,500,000	\$	(500,000.00)	\$	(500,000.00)	\$ (3,125.00)
Principal Balance Subject to 2% Rate (4.03) (b) (v) (e) Adjusted Principal Balance Greater Than \$1,500,000.01	\$	-	\$	-	\$ -

**Calculated Invoice Due**

SBRLF Portfolio					
Section 4.03 (b) (i) Fees					\$ -
Section 4.03 (b) (ii) Fees					\$ -
Section 4.03 (b) (iii) Fees					\$ -
Section 4.03 (b) (iv) Fees					\$ -
Section 4.03 (b) (v) Fees					\$ -
Total SBRLF Portfolio					\$ -

Attachment A.4  
Invoicing for Loans That Have Defaulted on Their Original Repayment Plan  
or are Subject to an Alternative Repayment Plan or Bankruptcy Payment Plan  
Calculation of Alternate Payments

Section 4.04

<u>Month</u>	<u>Borrower</u>	<u>Principal Amount</u>	<u>Payment Amount</u>	<u>Calculated Payment</u>	<u>Payment Amount</u>
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Payment to CALCOASTAL cannot be more than 50% of amount paid by borrower.

Use Principal Balance from prior month end.