

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 602890-13

CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN

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. 602890 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.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **MAY 23, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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APRIL 23, 2013

GENERAL CONDITIONS

RFP NO. 602890-13

CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN

1. TERMS

The term "OWNER" and COUNTY," 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. PURPOSE/OBJECTIVE

Clark County, Nevada (COUNTY) is seeking competitive proposals from qualified companies to provide bundled administrative services (i.e., recordkeeping/administration, communication/education, and custodial trustee services) and unbundled investment management services for the Clark County, Nevada Employees Deferred Compensation 457 Plan and their FICA Alternative OBRA Plan.

The COUNTY has retained Segal Rogerscasey, Inc. to assist in the evaluation and selection of a full service provider to administer the County's 457 Deferred Compensation Plan.

In summary, the purpose of this RFP is to solicit proposals from qualified vendors that can offer best-in-class investment choices, highest-quality services, and most favorable costs (i.e., the maximum value for the benefits proposed).

The COUNTY expects each proposer to clearly outline its best and most comprehensive resources, because all services and responsibilities identified in this RFP will be outsourced to the service provider.

3. BACKGROUND

Clark County, Nevada adopted a Deferred Compensation Plan in 1979, administered by the Hartford Life Insurance Company which is now formally Mass Mutual Financial Group. The Plan is an eligible plan under Sections 457(b) of the Internal Revenue code of 1986 as amended. As of December 31, 2012, total Plan assets in the 457 Plan were valued at \$462 million with \$232, million in the Stable Value Fund.

In addition to the 457 Plan the County offers a FICA Alternative Plan the Clark County OBRA Plan which has approximately \$8 million in assets at December 31, 2012 all invested in the Stable Value Fund.

Under the Plan, The Hartford accounts for individual allocation of contributions, earnings and withdrawals, provides management and recordkeeping services, produces quarterly individual participant statements, maintains individual participant records, and provides marketing and enrollment services. In addition the administration of all unforeseeable hardship distributions is fully outsourced to the Plan's service provider.

The final investment offerings will be determined by the Committee, for the purposes of submitting your firm's proposal you should assume that the variable investment offerings will be as currently structured and that assets in the Stable Value Fund are available for alternative investment manager.

The County has approximately 12,850 employees. All regular full-time and part-time employees (excluding temporary, casual, emergency hires, voluntary or intermittent employment) are eligible to participate.

County Affiliated Entities	Ending Balance/Assets
Clark County (including Regional Flood Control)	\$ 264,357,340
University Medical Center	\$ 110,900,964
Clark County Water Reclamation District	\$ 13,564,672
Las Vegas Clark County Library District	\$ 10,411,523
Las Vegas Valley Water District	\$ 40,440,758
Las Vegas Convention and Visitors' Authority	\$ 14,738,850
Total does not include \$8 million in OBRA PLAN	\$454,414,107

Under the current service relationship with the Plan's service provider, the following staff has been allocated to the County:

Representatives Dedicated to the Clark County Relationship:

The Hartford	
5 Full-Time Account Representatives – 3 from Morgan Stanley and 2 from MassMutual	
1 Manager	
3 Sales Support Associates - 1 from Morgan Stanley and 2 from MassMutual	
2 Account Relationship Representative	

Number of employee counseling sessions in 2012	4808
Number of group information meetings in 2012	175
New participant enrollees in 2012	306

PLAN INFORMATION

- Plan Sponsor:** Clark County, Nevada
- Plan Name:** Clark County Nevada Employees Deferred Compensation 457 Plan
- Employer:** Clark County
500 South Grand Central Parkway
Las Vegas, NV 89155-1217
- Eligible Employees:** Any full-time employee or permanent part-time employee of the County

Approximately **12,850** employees eligible for participation
- Payroll System:** The County maintains **6** payroll centers that supply contribution files and remittances directly onto the service providers:

Clark County Government Center

University Medical Center of Southern Nevada

Clark County Water Reclamation District

Las Vegas Convention and Visitors Authority

Las Vegas Valley Water District

Las Vegas Clark County Library District
- Payroll Frequency:** Bi-weekly
- Transmission Method:** Electronic
- Funding Method:** Check/Wire/ACH

Highlights of the Deferred Compensation Plan

Plan features are as follows:

- Plan Year:** January 1 through December 31
- Eligibility:** Any full-time employee or permanent part-time employee of the County
- Employee Contributions:** 100% of pay on a tax-deferred (pre-tax) basis, subject to IRS limit.
- Rollovers:** Rollover contributions from other eligible plans allowed.

Investments: Participants direct the investment of all accounts.

Changes: Daily

Annual Contributions Estimated annual contributions of \$32.4 million

Benefit Payment Events The Plan allows for withdrawals for the following events:

- Termination of employment
- Retirement
- Death

Forms of Distribution

- Lump Sum
- Life-Annuity
- Life-Annuity Period Certain
- Unit Refund Life Annuity
- Payment in equal amounts for period designated by participants

In-Service Withdrawals Participants who are still employed by the County may withdraw their contributions plus investment earnings for the following reasons:

- Unforeseeable emergencies only as permitted by applicable IRS statutes and regulations and the County's plan document. Administration of the unforeseeable emergency request process will be completely outsourced to the service provider, subject to a final appeal to the County or its designee.
- Purchase of service credit under the County's Retirement Plan
- Qualified Domestic Relations Orders

Loans

- One (1) loan outstanding at one (1) time
- Minimum loan amount of \$1,000
- Payments made through payroll deductions

Transactions

Type of Transactions	Mass Mutual
Number of Rollovers (Contributions to the Plan)	74
Number of Systematic Withdrawals	1569
Number of Unforeseeable Emergency Withdrawals	110
Number of Lump Sum Distribution checks	224 Full (Additional 378 partial dist.)
Number of systematic withdrawal options	1569
QDRO's	5
Total number of checks issued in 2011	2573
Total number of checks issued in 2012	2577

Approximate Number of County Employees, By County Affiliated Entities

County Affiliated Entities	Number of Eligible Employees	Number of Participants
Clark County including Regional Flood Control	7200	4410
University Medical Center	3150	2113
Clark County Water Reclamation District	300	251
Las Vegas Clark County Library District	300	225
Las Vegas Clark County Water District	1400	531
Las Vegas Convention and Visitors' Authority	500	292
Total	12850	7822

KEY PLAN STATISTICS AS OF DECEMBER 31, 2012

Total participants with an account balance:	7822
Total number actively contributing	5214
Total number inactive	2608
Total number of terminated accounts	1161
Average Account Balance:	58,094
Average Deferral Rate:	236.72 (per payroll), \$3,918.25 (Annual)
Number of self-directed brokerage account	N/A
Self directed brokerage assets	N/A
Provider	N/A

Account Size among Active Participants

Account Size	Participants as of December 31, 2012
Under \$10,000	2402
\$ 10,000 to 24,999	1601
\$ 25,000 to 49,999	1253
\$ 50,000 to 99,999	1110
\$100,000 to 149,999	575
\$150,000 to 199,999	299
\$200,000 to 249,999	243
\$250,000 to 299,999	138
Over \$300,000	201
TOTAL	7822

Number of Unforeseen Emergency Withdrawals for 2012:

Approved	91
Denied	19

Loan Information

Total number of outstanding loans	1440
Total number of participants w/ loan balances	1440
Total outstanding loan balance	\$11,559,344.15
Total amount of principal paid in 2012	\$5,045,135.04
Total amount of interest paid in 2012	\$519,727.60

Cash Flow Information: Total

	2011	2012
Contributions	\$ 31,684,554	\$ 32,432,084
Distributions	\$(21,805,458)	\$(25,642,418)
Total Net Cash Flow	\$ 9,879,096	\$ 6,789,666

Cash Flow Information: Clark County including Regional Flood Control (150025)

	2011	2012
Contributions	\$ 17,955,644	\$ 17,778,624
Distributions	\$(13,120,552)	\$(14,524,986)
Total Net Cash Flow	\$ 4,835,093	\$ 3,253,638

Cash Flow Information: University Medical Center (150065)

	2011	2012
Contributions	\$ 7,634,498	\$ 8,336,946
Distributions	\$(5,946,080)	\$(6,045,622)
Total Net Cash Flow	\$ 1,688,417	\$ 2,291,324

Cash Flow Information: Clark County Water Reclamation District (150063)

	2011	2012
Contributions	\$ 1,251,601	\$ 1,221,360
Distributions	\$(319,555)	\$(351,462)
Total Net Cash Flow	\$ 932,047	\$ 869,898

Cash Flow Information: Las Vegas Clark County Water District (150064)

	2011	2012
Contributions	\$ 2,950,155	\$ 2,874,821
Distributions	\$(1,247,809)	\$(2,873,553)
Total Net Cash Flow	\$ 1,702,346	\$ 1,268

Cash Flow Information: Las Vegas Clark County Library District (751945)

	2011	2012
Contributions	\$ 964,500	\$ 1,020,573
Distributions	\$(518,581)	\$(536,525)
Total Net Cash Flow	\$ 445,919	\$ 484,048

Cash Flow Information: Las Vegas Convention and Visitors' Authority (150550)

	2011	2012
Contributions	\$ 928,156	\$ 1,199,759
Distributions	\$(652,881)	\$(1,310,269)
Total Net Cash Flow	\$ 275,275	\$(110,510)

Total Plan Market Values as of December 31, 2012

Investment Option	Ticker	Total Plan Assets	% of Total
Hartford General Account	N/A	\$231,990,792	50.17%
American Century Capital Preservation	N/A	\$811,123	0.18%
PIMCO Total Return	PTRAX	\$11,598,477	2.51%
Putnam High Yield	PHYIX	\$4,607,972	1.00%
Oakmark Equity and Income Fund	OAKBX	\$27,679,208	5.99%
American Century Value Inv	TWVLX	\$3,272,092	0.71%
Hartford Dividend and Growth	HIADX	\$11,932,497	2.58%
Hartford Capital Appreciation HLS	HIACX	\$54,145,083	11.71%
Davis New York Venture	NYVTX	\$1,084,552	0.23%
Vanguard S & P 500 Index Fund	VIFSX	\$7,562,265	1.64%
Fidelity Contra Fund	FCNTX	\$30,348,339	6.56%
Artisan Mid Cap Value Fund	ARTQX	\$3,206,039	0.69%
Vanguard Mid Cap Index Fund	VMISX	\$1,279,384	0.28%
The Hartford Mid Cap HLS IA	HIMCX	\$11,426,556	2.47%
Munder Mid Cap Core Growth Y	MGOYX	\$3,876,015	0.84%
Allianz NFJ Small Cap Value	PVADX	\$5,181,968	1.12%
Vanguard Small Cap Index	VSISX	\$1,888,290	0.41%
Lord Abbett Small Cap Value Strategies P	LRSCX	\$5,091,228	1.10%
The Hartford Small Company HLS IA	HIASX	\$3,635,842	0.79%
Baron Small Cap	BSCFX	\$1,067,460	0.23%
American Funds Europacific	RERGX	\$12,312,199	2.66%
American Funds New Perspective R3	RNPEX	\$7,984,956	1.73%
Neurger Berman Socially Responsive	NBSRX	\$1,118,427	0.20%
The Hartford Global Health HLS IA	HIAHX	\$4,037,556	0.90%
The Hartford Global Technology HLS IA	HVGAX	\$1,271,013	0.30%
Invesco Lesiure Inv	FLISX	\$1,861,476	0.40%
MFS Utilities A	MMUFX	\$6,533,000	1.41%
SSgA Dow Jones Target Today	N/A	\$251,770	0.05%
SSgA Dow Jones Target 2015	N/A	\$799,908	0.17%
SSgA Dow Jones Target 2025	N/A	\$2,311,702	0.50%
SSgA Dow Jones Target 2035	N/A	\$1,038,528	0.22%
SSgA Dow Jones Target 2045	N/A	\$1,197,142	0.26%
TOTAL		\$462,402,864	100%

University Medical Center OBRA Plan	
Total accounts	1,400
Total assets	\$3,177,687
Estimated annual contributions	\$1,171,389
Estimated annual distributions	\$305,760

Clark County OBRA Plan	
Total accounts	7,010
Total assets	\$4,811,062
Estimated annual contributions	\$987,070
Estimated annual distributions	\$532,587

4. SCOPE OF PROJECT

A. Investment Management Services

The Plan currently offers participants multiple investment options. The Committee is looking for a provider(s) that can offer participants a selective, highly competitive investment product for each asset class described in the RFP. Historical investment performance, of at least three, five and ten years of history, will be required for each recommended investment product.

While the final investment product line-up will be determined by the Committee in its sole discretion, for purposes of submitting your firm's proposal you should assume that the investment structure would be exactly as described in the RFP.

The Stable Value/Fixed Income Fund should be fully diversified, limit credit risk/exposure, provide competitive returns with no benefit payment limitations and provide attractive contract termination conditions such as transfer of book value with no market value adjustments or liquidation penalties. Investment options with any front-end or rear-end loads or other similar fees, charges or penalties will not be considered. The Committee would fully evaluate the features and rates of either a general account product or separate account product as the investment vehicle for its Stable Value Fund category. In order to avoid a market value adjustment on the approximate \$232 million in assets in the 457 Plan plus \$8 million in the OBRA Plan for a total of approximately \$ 240 million - the Hartford General Account- Stable Value Fund a 12 month put provision would be implemented. In addition to maintain the guarantee rate of 4% through December 31,2013 the 12 month put provision will commence January 1, 2014 to December 31,2014, therefore the proposed Stable Value Product will be used for new contributions and will be fully blended in the new proposed product at January 1,2015. The successor service provider will be required to administer and blend the rates of the two investment products during the put notification period.

B. Implementation Services

Proposers must provide a detailed plan transition strategy along with communication materials to explain any new plan changes and enhancements. The potential transition from the current plan provider(s) to a new provider(s) will require the proposer to provide an explanation of the process, blackout period, and reconciliation of plan assets to the individual participant records. In addition, there will be a post enrollment process so that participants are given an opportunity to select a new or successor service provider

C. Administration and Recordkeeping Services

Proposers will be required to provide detailed information about their recordkeeping and administrative systems and use of technology. Important factors include the ability to integrate multiple payroll centers and systems, monitor compliance, process participant transactions, provide timely and accurate participant statements and financial statements for the plan sponsor. The service provider(s) selected by the Committee must have in place a toll-free customer service center, automated voice response system, mobile applications and robust internet service that allow participants access to their accounts.

Proposers will provide extensive capabilities to support employee self-service using a variety of media. As a baseline, the proposer must provide superior Internet, interactive voice response system (VRS), and customer and field service representative capabilities to support the needs of the Plan participants. The services must include the following:

1. Support employee enrollment activities, initial and ongoing.
2. Answer employee inquiries related to eligibility, plan features, and investment offerings.
3. Allow employees to model retirement scenarios, request withdrawals from the Plan, change investment mix, change investment rates and percentages, request balances, and other similar activities.

4. Provide participant investment education materials to make informed investment decisions.
5. Provide participant investment advisory services.
6. Provide benefits literature, such as summary plan descriptions, forms, statements, and prospectuses.
7. Administer and qualify unforeseen emergency withdrawals and Domestic Relation Orders.

The County will be responsible for establishing qualification procedures and other distribution and savings options. In accordance with applicable federal statutes and regulations, the selected proposer shall administer all unforeseeable emergency withdrawal requests and provide a first-level appeal of that determination. The County or its designee shall conduct all second-level appeals of unforeseeable emergency requests.

The Committee expects the successful service provider(s) to assume all data-management responsibilities for the County. The service provider(s) will be required to establish two-way interface capability with all appropriate parties (e.g., County payroll) and be held accountable for timely, accurate transmission and, as appropriate, editing and validation of data for processing enrollments and contribution activity.

D. ***Employee Communication and Education Services***

The prospective service provider would be required to provide a comprehensive employee communication and investment education program. Communication services are to be supported by customer service representatives and comprehensive Internet services that provide participants with interactive financial and retirement planning tools and software. A dual high-touch, high-tech approach would be required to provide the participants with all of the necessary financial information and data to make informed investment decisions related to their elections. An explanation that outlines the proposer's capabilities in designing and implementing a communication/education strategy will be required for both the initial transition and ongoing process. The goal is to identify a service provider(s) that offers comprehensive communication/education services supported with field service representatives to accommodate the needs of the employees located throughout Clark County, Nevada including one-on-one counseling and investment advisory services. Field service representatives' compensation cannot be structured with any bias towards any investment product or advisory services.

Field Representatives for both the County and political sub-divisions must be salaried-based employees of the proposer, or fixed fee approved sub-contractors.

The service provider(s) will be required to assist employees with the completion of enrollment forms, verify the completeness of the forms, and coordinate the institution of salary deferrals with the County's payroll system.

The service provider(s) must prepare enrollment packages for distribution at group meetings, or in response to an employee's request. To allow employees of Clark County, Nevada the opportunity to enroll in the Plan, said packages must contain clear and concise information about the Plan that is written in a manner that is easily understood by all levels of education. The service provider(s) must also provide enrollment counseling in person or over the telephone to employees who wish to discuss the Plan and the investment offerings.

The service provider(s) will be required to prepare, for the Committee's approval, an annual education plan. This plan should detail the provider's communications approach, e.g. mail, site visits, telephone, in person, etc. It should also encompass the provider's plan for assisting existing participants in periodic re-evaluations of their deferred compensation amounts and advice on investment choices.

The Committee will require a quarterly report from the service provider(s) to monitor plan level activities. This report shall include data on both Plan and participation levels, as well as the status and resolution of any participant complaints and developments in the delivery of plan services.

E. ***Trustee/Custodial Services***

The prospective service provider would be required to provide a comprehensive employee communication and investment education program. Communication services are to be supported by customer service representatives and comprehensive Internet services that provide participants with interactive financial and retirement planning tools and software. A dual high-touch, high-tech approach would be required to provide the participants with all of the necessary financial information and data to make informed investment decisions related to their elections. An explanation that outlines the proposer's capabilities in designing and implementing a communication/education strategy will be required for both the initial transition and ongoing process. The goal is to identify a service provider(s) that offers comprehensive communication/education services supported with field service representatives to accommodate the needs of the employees located throughout Clark County, Nevada including one-on-one

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The service provider(s) will be required to prepare, for the Committee's approval, an annual education plan. This plan should detail the provider's communications approach, e.g. mail, site visits, telephone, in person, etc. It should also encompass the provider's plan for assisting existing participants in periodic re-evaluations of their deferred compensation amounts and advice on investment choices.

The Committee will require a quarterly report from the service provider(s) to monitor plan level activities. This report shall include data on both Plan and participation levels, as well as the status and resolution of any participant complaints and developments in the delivery of plan services.

F. *Trustee/Custodial Services*

The service provider(s) must provide trustee/custodial services for the Plan or arrange for trustee services with an outside party. Any additional costs for trustee/custodial services are to be fully disclosed in the fee section of this Request for Proposal.

G. *FEES*

The Clark County, Nevada Deferred Compensation Committee wants to carefully examine all the costs associated with each provider's products and services. Each proposer must fully disclose fees based on the information provided in this RFP.

The following table specifies each member of the plan and their respective plan assets as of December 31, 2012.

Plan member	Total Plan Assets as of December 31, 2012	Committed to move assets to new provider
Clark County including Regional Flood Control	\$264,357,340	Guaranteed
University Medical Center	\$110,900,964	Guaranteed
Clark County Water Reclamation District	\$13,564,672	Guaranteed
Las Vegas Clark County Library District	\$10,411,523	Guaranteed
Las Vegas Clark County Water District	\$40,440,758	Optional
Las Vegas Convention and Visitors' Authority	\$14,738,850	Guaranteed
Total does not include OBRA Plan	\$454,414,107	

5. TERM OF CONTRACT

The successful proposer(s) must execute a contract providing the specified package of services in accordance with the County's requirements.

Once awarded, the contract for a 457 plan service provider(s) will begin January 1, 2014 with the expectation to launch employee educational meetings in mid-October 2013. The initial performance period will be for five (5) years from January 1, 2014 through December 31, 2018. The fee structure and credit allowances for plan expenses must be guaranteed for the full five year term, with favorable fee negotiations during the course of the contract

The maximum duration of the contract awarded under this RFP will be five (5) years, at which time the County will issue a new RFP per County policy.

The Committee is not bound by any oral or written information released prior to the issuance of this RFP. Any materials and documents developed during the engagement will become the sole property of Clark County.

In submitting a proposal, the selected provider(s) agrees that the Committee has access to, and all rights to examine directly, all pertinent documents, papers and records of the contractor and/or subcontractor(s) as related to any contract and/or sub-contract(s) resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the Committee's acceptance of the provider's proposal. The Committee has the exclusive ownership and unlimited rights to use, disclose, or duplicate for any purpose whatsoever, all information, data, designs, work products, and materials developed by the provider under contract.

The Committee reserves the right to refuse to do business with any proposer found to be non-responsive by the Committee. The Committee reserves the right to postpone or cancel this RFP and to reject all proposals.

If no agreement is reached with a proposer within a period of time considered reasonable by the Committee, the Committee may terminate negotiations and select another proposer, issue a new RFP, or take any other action consistent with the Plan's best interests. No proposer shall have any rights against the Plan, the Committee, or the County arising from such negotiations. By issuing this RFP, the Committee is not obligated to award a contract. The contract between the Plan, acting through the Committee, and the successful proposer(s) shall contain provisions based on the specific requirements of this RFP, the successful proposer's proposal, and general provisions governing all Plan contracts. No elected or appointed member, agent, or employee of the Committee and/or the County shall benefit financially or materially from any contract resulting from this procurement. The Committee may terminate any contract resulting from this procurement if gratuities were offered or given by the contractor or his agent to any member, agent, or employee of the Committee and/or the County.

The selected provider(s) is responsible for the entire contract performance. The provider must indicate in the RFP if it intends to use a subcontractor for any part of the work. If so, the provider shall identify each subcontractor by name, business address, and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the subcontractor must be included.

The selected provider(s) shall be solely responsible for and shall indemnify and hold harmless the Plan, the Committee, the County and their officers, employees, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages (losses), arising out of or in connection with any acts or omissions of the provider or a provider agent, regardless of whether taken pursuant to or authorized by this agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The provider shall, upon the Committee's demand and at the Committee's direction, promptly and diligently defend, at the provider's own risk and expense, any and all suits, actions, or proceedings that may be brought or instituted against the County or the provider and the provider shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The provider shall, and shall cause provider agents to, cooperate with the Committee and the County in connection with the investigation, defense, or prosecution of any action, suit, or proceeding. The successful proposer must execute a contract providing the required services in accordance with the Committee's requirements.

The Committee reserves the right to accept or reject the account manager and other staff personnel designated for its programs, both initially and in future years. The successful contractor must immediately notify the Committee of all changes in the personnel assigned to this engagement.

The final award will be subject to the execution of a service contract acceptable to the County

6. ELEMENT OF COMPETITION

The following elements will be among those considered in the selection process:

- A. Quality and performance of investment offerings and investment management services.
- B. Commitment to on-site employee enrollment, ongoing communication, customer service, and employee education.
- C. Data-management services, including creation and maintenance of employee data, transaction data and history, interfaces with suppliers and payroll, and other record keeping and administrative functions, including compliance.
- D. Call center services, including support of enrollment and employee inquiries as well as maintaining a log of participant complaints for Committee review on a quarterly basis.

Contract For Consulting Services For The Deferred Compensation 457 Plan

- E. Overall cost structure and credit allowances for plan level expenses.
- F. Independence, size, structure, resources, and capacity of the organization; experience in providing deferred compensation services to large public employers.
- G. Trust and custody service.
- H. Qualifications of the personnel assigned to execute the services required by the Committee.
- I. Scope and value of performance guarantees.
- J. On site participant support and advisory services.

The following points expand on these selection criteria:

- K. While cost of the services called for in this RFP will be a factor considered, *selection will not be made solely on the basis of cost and credit allowances.*
- L. Consideration will be given only to those proposers with experience administering, governmental defined contribution plans that are similar in size and scope to those required by Clark County, Nevada.
- M. The Committee requires that bidders have local offices in Las Vegas, Nevada (any incorporated city or part of unincorporated Clark County in the Las Vegas Valley).
- N. A contract resulting from this RFP shall be subject to the terms and conditions set forth in the contract language required by the County.
- O. The objectives of the Plan are to maximize the overall benefits to the Plan participants.

7. MINIMUM QUALIFICATIONS

The following is the criteria for a bundled provider to be considered as an eligible candidate to bid on the requested services described in this RFP. If you are unable to accommodate any one of the minimum qualifications, do not respond to this RFP.

- A. Proposers must offer bundled administrative services (i.e., recordkeeping/administration, communication/education, custodial trustee services, and investment advisory services), as well as investment management services with an open architecture of "best-in-class" investment options.
- B. Proposers must comply with all RFP specifications. Unless specifically outlined in the proposer's cover letter, the submission of a response implies the proposer's intent to wholly conform to the specifications of the RFP.
- C. Proposers must provide a representative who shall serve in the capacity of a single point of contact who is responsible for seamless administration and accountability. This representative shall attend regular Deferred Compensation Committee meetings when requested by the Chair.
- D. Proposers must demonstrate an ability to work with the Committee, the Chairperson or designated representative and the County's consultants in implementation, communication, and administration of the program.
- E. Proposers must have at least **five (5)** years' experience in providing the proposed services and products to the public sponsor 457 Deferred Compensation marketplace and must be administering a minimum of five (5) 457 Deferred Compensation Plans.
- F. Proposers must have a minimum of **\$3** billion under management for public sector plans.
- G. Proposers must provide certification as a qualified firm to provide administrative services and investment products pursuant to Section 457 of the Internal Revenue Code, including all rules and regulations of Clark County, Nevada.
- H. Proposers must provide dedicated resources to support the on-going consultation to the County and all plan participants located throughout Clark County Nevada. This would also include the availability of customer service representatives to support employee meetings, new employee orientation programs and a minimum of four (4) per calendar year on-site enrollment opportunities to employees at work sites supporting 24 hours per day operations.

- I. Proposer's field service representatives that provide enrollment and education may not have commission-based compensation or any financial incentives to promote any investment product or service. A salary-based compensation structure is required for all field service representatives allocated to this relationship and to political sub divisions.
- J. The selected proposer is to reimburse the County for annual Plan expenses that are expected to total \$125,000.
- Plan expenses are expected to include:
1. Investment consultant performance reviews
 2. Annual financial audit
 3. Plan administrative expenses incurred by the County
 - Financial advisory services
 - RFP advisory services
 - Legal counsel
 - RFP advertising
 - Plan transition/implementation
 - Committee education including travel expenses
 - One compliance audit during the term of the contract
- K. It is the Committee's expectation that the Service Provider reimburse the County for the cost of any internal programming cost associated with the implementation of any service feature to enhance the Plan's administration, such as online enrollment.
- L. The firm must accurately and fully disclose all fund expense and revenue sharing arrangements associated with all funds available to the County, including Stable Value products.
- M. Proposers must offer a comprehensive education and communication program that can be coordinated with the dual vendor service configuration.
- N. Proposers must accommodate a January 1, 2014 implementation date with a post re-enrollment solicitation process.
- O. Proposers must be willing to sign a contract for a period of 5 years beginning January 1, 2014 through December 31, 2018 with favorable fee negotiations at the discretion of the Committee. It is the County's expectation that as the size of the plan assets increase during the term of the contract, that the vendor will be willing to guarantee or negotiate appropriate fee reductions and related credit allowances allocated for plan level expenses.
- P. Proposers must be liable and solely responsible for any processing errors of the provider or its agents. In the event of a participant's loss of interest, and/or dividend, and/or principal due to an error by the successful respondent(s) or its agent(s) in processing transactions on behalf of the participant, the successful respondent(s) agrees to adjust the participant's account to the same position as if the processing error had not occurred.
- Q. Proposers must provide a diverse array of investment options along with a series of lifestyle/lifecycle funds, with the ability to record keep outside investment options and offer self-directed brokerage services.
- R. Proposers must be able to deal directly with approximately **12,850** eligible employees located within and around Clark County, Nevada, with 24-hour shifts in some operations.
- S. Proposers are to accept a 90-day notification on the part of the County to discontinue service relationship with no penalties. The County will not enter into a contract with any penalty or liquidation charges for terminating the relationship. This applies to the entire contract and all investment funds including Stable Value and Fixed Income products.
- T. Proposers must provide necessary changes to the Plan as needed resulting from State and/or Federal legislation without additional cost to participants under the terms of the proposed contract.

- U. Proposers must have the capability to handle multiple payroll locations and transmittal methods for both the County and its political sub divisions.
- V. Subject to a final unforeseeable emergency withdrawal appeal process established by the County, the selected Provider(s) must provide complete review, approval, and administrative services related to unforeseeable emergency distributions and Qualified Domestic Relations Orders (QDRO). On an annual basis, the proposer must certify that all unforeseeable emergency withdrawals have been processed in accordance with Internal Revenue Service guidelines and regulations.
- W. Proposers that provide a financial service organization to provide participant advisory services, must have an established relationship with the service provider for a minimum of 5 years with similar size programs.
- X. Any contract entered into by the County must stipulate that there will be no front-end charges, and no back-end charges or market value adjustments (MVA) of any kind. In addition, there will be no liquidity restrictions or penalties on participant transfers or withdrawals, with the possible exception of stable value equity wash provisions and/or mutual fund specific short-term trading fees.
- Y. The selected Provider(s) must be able to administer a fund line-up of investment options that are in compliance with the Plan's Investment Policy Statement for the length of the contract.
- Z. The selected Provider(s) must be able to meet with the Committee on a quarterly basis.
- AA. The selected Provider(s) must have knowledge of and comply with all applicable Nevada State and federal regulations regarding governmental retirement plans and investment options. All laws of the State of Nevada, whether substantive or procedural, shall apply to this contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be adhered to with respect to this contract.
- BB. If the selected Provider contracts with third parties for investment advisory, self directed brokerage, or custodial trustee services, such third parties must follow the laws and regulations of Clark County, Nevada

Complete the attached Certification of Compliance with Minimum Requirements of RFP (Attachment A) attesting to the adherence of these requirements. The Certificate of Compliance with Minimum Qualifications should be submitted Chetan Champaneri, Sr. Purchasing Analyst, Department of Finance Purchasing and Contracts, County of Clark, Nevada and, simultaneously to Frank Picarelli at Segal Rogerscasey via e-mail at fpicarelli@segalrc.com. Any responses not meeting these specifications may be considered, at the sole discretion of the Committee, as non-responsive.

8. INVESTMENT STRUCTURE

The Committee is looking for a bundled service provider(s) to fully support the Plan, offering an investment structure with competitive funds that include a series of lifecycle funds. The investment options may be either in-house or outside alliances, and shall offer broad diversification opportunities, excellent returns, and competitive expense levels. Institutional share class investment options if available, should be strongly considered. A fund mapping conversion method will be utilized with respect to the transfer and consolidation of funds into any new potential fund changes.

The County, upon selection of the services provider, will have complete flexibility and sole discretion to select the final investment options, as well as to determine the actual number of investment options in the investment lineup to be offered to its plan participants.

Proposed Investment Structure

-
- Fixed Income:
 - Either General Account/Separate Account Product
 - The current money market fund will be consolidated with the Stable Value Fund.
 - Bond Funds
 - Core Fixed Income Fund
 - High Yield Bond Fund
 - Equity Funds:

- Balanced Fund
- Large Cap Growth
- Large Cap Blend (active)
- S&P 500 Index
- Large Cap Value
- Mid Cap Growth
- Mid Cap Blend (active)
- Mid Cap Index
- Mid Cap Value
- Small Cap Growth
- Small Cap Blend (active)
- Small Cap Index
- Small Cap Value
- International Equity Fund
- Global Equity Fund
- Social Responsive Equity Fund
- Sector Funds
- Lifecycle Retirement Date Funds

9. GOALS AND OBJECTIVES OF THE DEFERRED COMPENSATION PLAN

As part of the selection criteria, the County is looking for a bundled service provider that has the capabilities of dealing directly with at least 12,850 employees. For a program of this size to be a success, an administrative process must be in place to address the needs of all eligible employees, including assistance in the enrollment and education process. The County is looking for a service provider who can actively manage all related enrollment activity and implement a program to ensure maximum participation.

Additionally, the County seeks to develop a relationship with a service provider(s) who will offer strong and competitive fund choices, accurate and timely recordkeeping services and administer the Plan within pre-described service standards. It places a high value on finding a service provider that meets the following qualifications.

1. **Focus on Quality and Consistency of Service Delivery**

- Adheres to successful quality assurance procedures;
- Follows a successful problem resolution methodology;
- Has a history of performing services on a timely basis;
- Performs services correctly and accurately every time;
- Tracks participant complaints and provides to the Committee on a quarterly basis a log of participant issues; and
- Provides accurate and consistent responses to inquiries.

2. **Proactive Approach**

- Educates participants through participant friendly communications;
- Educates participants by providing informed customer service representatives;
- Encourages Plan participant enrollment by providing quarterly enrollment sessions and participating in employee orientation sessions and group meetings, as required by each County affiliated entity;
- Develops strong working relationships with the human resources staff of county agencies and participating local governments in order to maximize opportunities for employee education and communication; and
- Provides comprehensive retirement planning and investment education services.

3. **Commitment to Technology Development**

- Keeps up to date on technological developments such as Internet access;
- Continuously invests in enhanced technology; and,
- Demonstrates improvement (accuracy, timeliness, etc.) in client service through technological enhancements.

4. **Top Quality Investment Vehicles**

- Strong and competitive fund choices;
- A diversified array of investment offerings; and
- Institutional pricing and/or low cost investment management fees.

The County places a high value on finding a service provider(s) who provides:

- Bundled administrative services, including recordkeeping/administration, communication/education, and custodial trustee services, as well as unbundled, "best-in-class" investment options;
- The ability to deal directly with at least 12,850 eligible employees located throughout the County;
- Permanent field staff and offices;
- On-site visits of Corporate and/or Regional offices to observe operations and to meet with corporate staff and field representatives/regional directors;
- On-site enrollment services to support multiple new employee orientation sessions per month and quarterly enrollment promotions;
- A diversified array of investment options, mutual funds, separate accounts, and Lifecycle funds. Traditional insurance company products with contingent sales charges, liquidations penalties, or market value adjustments are not to be offered. All investment products are not to have any liquidation charges, penalties, or market value adjustments;
- Reporting, marketing, communication and education objectives identified in the RFP.
- Controls over financial reporting, recordkeeping, compliance, and provider's performance;
- Compliance with IRC Trust rules and regulations;
- Comprehensive communications programs, including enrollment and education for participants;
- Utilization of state of the art technology in carrying out the services required under this RFP;
- Custodial trustee services.

The selected Provider(s) will be expected to work closely with the Committee and its consultants to identify cost-savings and improvements to the Plan and will be called on during the term of the contract to supply information on a regular basis to the County, its staff, attorneys, consultants, auditors, and other designated agents. The successful Provider(s) must fully cooperate with these individuals and/or groups.

10. METHOD OF AWARD AND EVALUATION OF PROPOSALS

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 Deferred Compensation Committee, along with Segal Rogerscasey, will examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, PROPOSERS should exercise particular care in reviewing the proposal format required for this RFP.

Analysis of the proposals submitted will be based on the following criteria:

CRITERIA	
a.	Quality and performance of investment offerings and investment management services.
b.	Commitment to employee enrollment, ongoing communication, customer service, and employee education.
c.	Recordkeeping and administrative functions, including compliance, custodial trustee services.
d.	Participant access through voice response system, call centers and internet services and dedicated on site representatives.
e.	Cost structure and credit allowance.
f.	Independence, size, structure, and resources of the organization; assets under management; experience in providing services to similar public deferred compensation plans.
g.	Client service quality assurance
h.	Overall responses to and compliance with RFP.
i.	Must meet the overall objective of the Plan to maximize all benefits to the Plan participants.

A subcommittee of the Deferred Compensation Committee, along with Segal Rogerscasey, will score all proposals based on the evaluation factors detailed herein. After the scoring, this subcommittee will make a recommendation to the full Committee as to the results of the analysis, valuation, and recommendations as to the finalists group of candidates selected for oral presentations.

The COUNTY may request presentations by the proposers, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the proposers. The COUNTY reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer’s performance on previous projects. A uniform sample of references will be checked for each proposer.

11. WORKING RELATIONSHIPS

The successful proposer(s) will be expected to work closely with the Deferred Compensation Committee and their consultants to identify cost-savings and improvements to the Plan.

There should be no communication, either in person, in writing, or by phone, between any proposer (or prospective proposer) and any (1) Committee member, (2) member of the Committee Office Staff, (3) the Segal Rogerscasey consultant or other consultants or associates of any consulting group working for the County and/or the Committee, (4) elected officials or their staff members, or (5) any other person in a position to influence the decision of the Committee members, at any time during the RFP process, and until the Committee makes its decision, except at times specified for the pre-proposal questions and oral presentations by selected proposers. **Communication would be permissible for the purpose of performing routine Plan administrative activity under the current contract.** Direct communication with any person that falls within the descriptions in this section in an attempt to influence the awarding of the RFP shall be considered grounds for disqualification.

This RFP, including exhibits and any addenda, will be incorporated into the final contract document.

12. Vendor Selection Process

The selection process will go through the following phases:

A. **Analysis of RFP Responses**

Following submission of responses to this RFP, Segal Rogerscasey and the subcommittee will review and analyze the proposals and identify the finalists who will be invited to make a presentation to the Deferred Compensation Committee.

B. **Finalist Presentations**

Finalists will make a presentation which will give them an opportunity to explain the functional, technical and investment capabilities of their organizations. Service providers should also be prepared to answer detailed questions regarding their proposals.

C. **Selection of Service Provider**

It is expected that the successful candidate(s) will be notified shortly after final presentations. The actual award of the engagement is contingent upon finalizing an agreement with regard to the service contract, service standards and fees.

13. QUESTIONS - DESIGNATED CONTACTS

All questions related to this Request for Proposal must be made in writing, either via email or faxed, to Frank Picarelli Segal Rogerscasey at the email address of fpicarelli@segalrc.com or 212 251 5290 fax number by **5:00 p.m. Pacific Standard Time, May 2, 2013**. Your questions must simultaneously be submitted to Chetan Champaneri, Clark County Purchasing Analyst, via email to chetanc@clarkcountynv.gov

Written responses to each proposer’s questions will be answered and distributed back to all proposers via email by Segal Rogerscasey by **5:00 p.m. Pacific Standard Time, May 13, 2013**.

14. 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.

15. PROJECT TIMETABLE

The new program is to be operational by **January 1, 2014**.

TASK	TARGET DATES
Release of Request for Proposal (RFP)	April 23
Receive pre-proposal questions from providers	May 2
Provide response to providers’ proposal questions	May 13
Receive proposals from service providers	May 23
Presentation to Committee, results of RFP analysis	Week of June 24
On-site visits with service providers if applicable	TBD
Finalists Presentations	Week of July 8
Selection of Service Provider	Week of July 29
Implementation Date	January 1, 2014

The finalist presentation will be held week of **July 8, 2013**, at **500 S. Grand Central Parkway**. Successful PROPOSERS will be notified as to the time of their presentation before the Committee, and will be provided with instructions regarding the presentation agenda. It is important that you schedule this date on your calendar as the date the finalist presentations will be made.

16. PROPOSERS RESPONSIBILITIES

The successful PROPOSER must be able to execute a contract with the COUNTY within thirty (30) days of being awarded the engagement.

The successful PROPOSER must give the Committee one hundred and eighty (180) days notice prior to any termination initiated by the successful proposer.

Service Provider(s) must:

- a. Provide comprehensive administrative services;
- b. Have state-of-the-art technology, including interactive voice response systems, Internet access, and automated transaction processing;
- c. Deliver excellent customer service, to both the participants and sponsor;
- d. Provide on-site enrollers at plan introduction and continuing presentations at enrollment to new employees;
- e. Distribute effective communication materials;
- f. Provide comprehensive reports to the Committee in a format acceptable to the Committee;
- g. Provide investment, communication and education materials, and financial planning tools to participants;
- h. Have a five (5) year or longer history of providing similar services to similarly sized employers, preferably including governmental employers;
- i. Have a competitive fee structure;
- j. Provide a range of competitive investment options from which participants may choose;

- k. Reimburse the Plan for quarterly plan level expenses;
- l. Offer only those individual funds with at least a three (3) year history;
- m. Have at least \$3 billion of assets under management;
- n. Offer guarantees to ensure that certain minimum performance standards are achieved;
- o. Have a designated representative attend Committee meetings, as requested by the Committee; and
- p. Have permanent staff located in Las Vegas, Nevada to service account.

The successful 457 Plan Service Provider must not be a broker, or have an affiliation that creates a broker arrangement under this account.

Any communication of educational materials, e.g., handbooks, brochures, videotapes, internet, overheads, etc., for distribution to employees, pensioners, and eligible dependents, must have prior approval of the Deferred Compensation Committee before being printed, given to, or shown to participants.

17. COUNTY'S RESPONSIBILITIES

- A. The COUNTY shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.
- B. The COUNTY will monitor the performance of the selected service provider(s) on an ongoing basis to insure compliance with all of the requirements of the contract.

18. EVALUATION INFORMATION

Proposals should contain the following information:

1. **Transmittal Letter**

A letter of transmittal shall accompany each proposal. Such letter must be signed by a person authorized to contractually obligate the provider to the scope, terms, specifications, and pricing contained in the response. This letter should also clearly indicate the name, address, phone number, and facsimile number of one (1) contact person for the proposal.

The letter of transmittal should be no longer than two (2) pages and should include the following:

- A. Certification that the proposer meets all of the minimum service qualifications as described in the RFP. Reference to the Completion of Certification of Compliance with Minimum Qualifications of the RFP. (See Attachment A.)
- B. A brief statement of the services to be provided.
- C. A statement of commitment to provide the services requested within the time frames and manners specified.
- D. A brief summary of the provider's qualifications to perform this type of engagement.
- E. A statement confirming that this proposal shall remain valid for six (6) months after the closing date for receipt of proposals.
- F. Certification that the individual signing this proposal has the authority to bind the proposer to the terms and conditions set out in the proposal document.

Name of Company _____

Signature _____

Position _____

Date ___/___/___

2. **Table of Contents**

The table of contents should include clear and complete identification of the materials submitted by section and page number.

3. **Questionnaire**

PROPOSER shall complete and/or provide all information requested in Exhibit D – Questionnaire

Responses must comply with the following:

- A. All questions in Exhibit D – Questionnaire shall be answered in the manner and area stipulated after each question. All RFP questions must be restated before each respective response. If printed matter is supplied as supplemental information, it must be appropriately marked with the corresponding question to which it applies.
- B. Please respond to every question relative to each section of the RFP. Failure to respond to all questions may result in disqualification.
- C. All questions must be answered in the order asked.
- D. Neither the County, nor Segal Rogerscasey will be bound by oral explanations or instructions given at any time during the request for proposal process or after the award of the contract.
- E. Fee Specifications - Fee quotes should be provided in the format outlined in Exhibit D, Part III. Pricing must be valid for six (6) months from the County's receipt date of the proposal.

4. **Certification of Compliance with Minimum Qualifications of RFP**

PROPOSER shall complete and/or provide all information requested in Attachment A – Certification of Compliance with Minimum Qualifications of RFP.

5. **Exceptions/Additions**

Any proposed replacement language will be submitted for clarification only, and will be considered by the Committee to be contingent upon the Committee's acceptance. The Purchasing Agent and the Committee assumes no obligation to accept, reject, or negotiate proposed replacement terms or conditions with the successful proposer.

Proposers will be expected to sign a statement as part of the proposal that they are in agreement with all of the terms and conditions presented in the RFP, the exhibits, and the addendum to the RFP (Transmittal Letter).

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals before submitting the proposal; otherwise, the right to raise such issues shall be waived.

6. **Local Familiarity**

Provide information 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 firms 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.

7. **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

8. **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.

9. **Disclosure of Ownership/Principals**

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

10. **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 accomplish the project in a timely and cost-effective manner.

19. **SUBMITTAL REQUIREMENTS**

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 twelve (12) copies of their proposal, including eight (8) CD copies of their proposal. The name of the PROPOSER’S firm shall be indicated on the spine and cover of each binder and CD label. If PROPOSER’S proposal requires the submittal of proprietary information the PROPOSER shall submit 1 clearly labeled “Proprietary Original”, which contains both the proprietary and non-propriety information; 1 clearly labeled “Non-Proprietary Original”, which contains only the non-proprietary information; and 10 copies of the “Proprietary Original” proposal. Notwithstanding the requirements of Item number 26. Public Records, The specific proprietary information within the proposal shall be clearly identified and labeled as being deemed proprietary. A blanked statement for the entire proposal being deemed as proprietary shall not be acceptable”.

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/ mailing instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

One Copy of the proposal shall also be submitted to the following location as noted below:

Frank Picarelli
Senior Associate
SEGAL ROGERSCASEY
333 West 34th Street
New York, NY 10001

Electronic Copy – In addition, PROPOSER shall also provide a copy of their proposal in an electronic format to Frank Picarelli (212-251-5542) at Segal Rogerscasey via e-mail at fpicarelli@segalrc.com

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

20. ONLINE SUBMITTAL REQUIREMENTS

Proposer must also submit the proposal response via the Segal Advisors Online Vendor Search RFP application available at the following internet web address:

<http://rfp.segaladvisors.com/>

To use the application, the Proposer must have a user ID and password. User IDs and passwords for the application may be obtained by email at DCConnect@segaladvisors.com. Any questions related to the online application please contact Craig Chaikin at CChaikin@segalrc.com

Questions regarding the operation of and input into the application may be forwarded by email at DCConnect@segaladvisors.com

Responses to questions on the Segal Online Vendor Search Applications are limited to 1,024 characters. Be certain to adhere to this limit.

21. 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.

22. REJECTION OF PROPOSAL

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

23. PROPOSAL COSTS

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

24. ALTERNATE PROPOSALS

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

25. 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.

26. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that 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. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions. This envelope shall be placed within the "Proprietary Original" proposal. For the respective copies of the "Proprietary Original", the proprietary information shall be incorporated into the proposal with the non-proprietary information.

The proprietary information within the proposal shall be clearly identified and labeled as being proprietary. The letter from the PROPOSER'S legal counsel shall then be placed prior to the first page of the proposal.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by the OWNER, PROPOSER'S waiver of claims for wrongful disclosure by OWNER, and PROPOSER'S covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

27. 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.

28. 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.

29. 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)

CLARK COUNTY, NEVADA

CONTRACT FOR CLARK COUNTY 457 DEFERRED COMPENSATION PLAN

(Do Not Delete – Use the F9 Function to enter information)

RFP NO. 602890-13

//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 CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN

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 CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN (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. Progress OR Milestone Payments

The ASK TYPE will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

OR

The ASK TYPE will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

C. 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 **and/or** Exhibit D, Milestone/Deliverable Invoicing Schedule.
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>.

- 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//.
- D. 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.

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.
 - f. 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.
 - g. 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.
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.

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 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE
GEORGE W. STEVENS
Chief Financial Officer

ASK TYPE:
//LEGAL NAME//

By: _____ DATE
//NAME//
//TITLE//

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____ DATE
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN
SCOPE OF WORK

The Scope of Work contained briefly identified within Item No.4, Scope of Project, of the above referenced RFP, will be incorporated herein with the appropriate modification and changes required.

EXHIBIT B
CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN
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.
- 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 INSURED 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. 602890-13, entitled CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN;
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

EXHIBIT C
RFP NO. 602890-13
CONTRACT FOR CONSULTING SERVICES FOR THE DEFERRED COMPENSATION 457 PLAN
SUBCONTRACTOR INFORMATION

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

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

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, NBE subcontractors will be used.

EXHIBIT D - PART I – ADMINISTRATIVE SERVICES QUESTIONNAIRE

Organization and History

A. Organization and History

1. Provide a brief overview of your company and history of your organization. Describe any parent/subsidiary/affiliate relationships. The narrative shall include the following:
 - (a) Date established;
 - (b) Years active in the defined contribution business
 - (c) Years active in the 457 market
 - (d) Ownership (public, partnership, subsidiary, etc.);
 - (e) Organizational chart.

2. Provide the name(s), title(s), address(es), telephone and fax number(s) of the individual(s) responsible for responding to this request.

3. Are you currently participating in any alliances or joint marketing efforts? If so, describe in detail.

4. Provide the following information:
 - (a) Total assets under management
 - (b) Total defined contribution assets under management
 - (c) Total public deferred compensation assets under management
 - (d) Total 457 deferred compensation assets under management

5. What are your client retention statistics for each of the last three years for deferred compensation plans?
 - a. For those who left, what percentage left due to issues pertaining to services provided by your organization?
 - b. What is the average client relationship duration?

6. How many 457 deferred compensation plan accounts have you gained in the last three years?

7. How many 457 deferred compensation clients have left in the last three years and why?

8. Provide the following data for a representative list of public sector defined contribution clients and a complete list of your state 457 plan deferred compensation clients:

Client Names	Total Participants	Total Assets	Length of Relationship

9. List the number and total 457 deferred compensation assets that you currently administer in the following categories of 457 plans:

Number of Participants	Plans		Assets	
	Number	Percent	Amount	Percent
Under 5,000				
5,001 – 10,000				
10,001 – 20,000				
20,001-30,000				
Over 30,000				
Total				

10. What is the total number of participants in all defined contribution plans currently being administered by your organization?
11. What is the total number of participants in all public deferred compensation plans currently being administered by your organization?
12. Has your company, or any affiliates, been a party to any litigation, investigations, or settlements during the last three years involving your defined contribution or deferred compensation recordkeeping and administration services? If yes, provide: 1) the nature of the claim, investigation, or action; 2) the current status; and 3) the nature of any settlement or resolution.
13. Describe your errors/omissions liability insurance and coverage. Describe the various types of insurance coverage and indemnification provided to protect clients.
14. Describe all outsourcing arrangements and any contemplated outsourcing arrangements that will be used by you to deliver any of the services you will be providing to the County.
15. Do you measure the profitability of each plan individually or the business unit as a whole?

B. References

1. Provide references for four public deferred compensation clients that have similar plan demographics (i.e., size and plan design). If available, at least one of the four should have converted within the last year. For each reference, provide client name, contact name, address, e-mail address, phone number, services provided, and year they became a client.
2. List clients who have terminated deferred compensation plan services in the last three years, indicating each former client's name, contact name, address, e-mail address, phone number, services provided, the year they ceased to be a client, and the reason(s) for each termination. In addition, provide references for three of these former clients who are public deferred compensation clients with similar plan demographics (i.e., size and plan design).

C. Client Service/Quality Assurance

1. How many of your employees work on 457 deferred compensation plans? Provide a breakdown of the number of full-time equivalent employees working on 457 deferred compensation plans by the following functional areas:
 - Management
 - Call center management/supervisors
 - Customer service representatives (CSR's)
 - Field representatives
 - Systems management
 - Systems staff (development staff and operating/maintenance staff)
 - Other support personnel
2. What is the average tenure (in years) of the following positions:
 - Plan Administrator
 - Client Relationship Manager
 - Field Service Representatives
 - Conversion Project Manager
 - 800 Customer Service Center Representatives
3. Describe your account management structure and approach. Describe the team that would deal directly with the County on an ongoing basis. Indicate staff size, experience, turnover rates, and location.
4. What is the current number of account relationships for each member of the account management team?
5. How do you ensure that account continuity and knowledge are maintained on the account from initial planning through implementation and ongoing servicing throughout the term of the contract?
6. Describe the training that will be provided to the County's plan administration staff and payroll staff.

7. As it pertains to the County, describe your procedures, including frequency, for monitoring:
 - a. client satisfaction
 - b. participant satisfaction
8. What corrective measures or action steps do you perform to address clients and participants who are not satisfied with your service performance?
9. The County will require performance guarantees and associated liquidated damages as a part of the contract. The performance guarantees will include, but not be limited to, timely and accurate transition and implementation of the new contract, service standards, and benchmarks for communication and education. Identify the performance guarantees and liquidated damages you propose for each of the above areas and the table below along with other relevant guarantees.

TRANSACTION	TIMING STANDARD	Penalty (\$) for not meeting standard
Implementation		
Issuance of Participant Statements		
Transaction Confirmation Statements		
Plan Sponsor Administrative Reports (Hard Copies)		
Processing Payroll Contributions		
Processing New Loans		
Unforeseen Emergency Withdrawal Requests		
Termination/Rollovers/Direct Transfers for Distribution		
Fund Balance Transfers		
Investment Election Requests		
Contribution Percentage Elections/Changes		
QDRO Processing		

10. Identify your 1-800 number service standards, including response time, percentage of calls handled without subsequent follow-up, etc. Include, for the last three calendar quarters, statistics related to the following actual performance:
 - Number of calls
 - Average length of calls
 - Average response time
 - Percentage of calls requiring follow-up
 - Call abort rate
 - Percentage of incoming calls totally handled via VRS versus 1-800 live operator assistance

D. Recordkeeping/Administration

1. What portion of your organization's expenses is related to recordkeeping and system technology development?
2. Provide a sample of the client-specific administrative or procedures manual of the type that will apply to the County. It should include all administration tasks performed and specifications as well as a timeline of critical dates, a description of staff roles and responsibilities, and sample administration forms.
3. Provide copies of your administrative forms that are to be used by the participants to request transactions. Will they be customized for this plan?
4. Do you use unit or share accounting?
5. Describe your administrative process for correcting payroll data and performing edits on incomplete or missing data.
6. Can you accept manual edits, adjustments, and indicative participant data changes to the contribution input file (i.e., the payroll/deferral file from the County)? (Yes/No)
7. Describe your recordkeeping/administrative capabilities for handling negative data from the payroll files (i.e., negative compensation and contributions).
8. Describe how your payroll contribution reports identify participants contributing up to the current maximum contribution and identify participants in catch-up status.
9. Describe the turn-around time and method for notifying the County when employees reach their contribution limits.

10. Describe your system capabilities to process systematic payment distributions. Is payment made on a pro rata basis across all investment options? Can a participant elect systematic payment from specific fund(s)?
11. Confirm that you will prepare 1099R Tax Forms and issue tax Statements to participants who receive distributions, including forms and tax Statements for distributions and related filings. (Yes/No)
12. Describe your process for searching for missing participants and participants who have not cashed their distribution payment checks.
13. Describe your ability to qualify and process Qualified Domestic Relations Orders with the attorneys representing the parties. Be specific about any role the County will be required to play.
14. How do you maintain separate accounts for non-participant alternate payees?
15. How do you maintain separate accounting of 457 plan deferrals (and rollovers from other 457 plans) and rollovers from non-457 plans?
16. Describe the process you use to track and maintain employee beneficiary data.
17. Describe the historical plan information you maintain on participants. Be sure to include how much information is instantly available.
18. What other administrative services will you provide to the County that has not already been described? Describe these services or plan design features.

E. Regulatory/Compliance Service

1. Describe how you monitor §401(a) (9) required minimum distributions.
2. Describe your administrative procedure for monitoring IRC 415(c) limitations.
3. Do you provide Information to complete Form 5500?
4. Do you provide signature-ready Form 5500?
5. As part of your service, do you provide an annual benefits file containing financial and non-financial data by participant?
6. What resources do you have to obtain legal opinions, interpretations of laws, regulations, and other matters on issues pertaining to deferred compensation plans?
7. How do you ensure that your recordkeeping system complies with all regulations? How quickly are changes in the law reflected in the system?
8. Acknowledge and describe in detail your fiduciary responsibility with respect to the Plan.
9. How will you ensure that the Plan remains in compliance with all applicable federal, state and county statutes, regulations and guidelines?
10. Should the County wish to comply with 408(b)(2) and 404(a) regulations, will you provide 408(b)(2) disclosures to the Plan and 404(a) disclosures to participants?

F. Reporting

1. Describe the standard reporting package that you would provide the County (provide samples of each of the standard reports).
2. What is the standard timeframe for providing a hard copy of reports to the County after each reporting period?
3. Will the County be able to generate these reports on-line?
4. Describe your flexibility to produce ad-hoc plan level reports.
5. Describe your turn-around time for providing quarterly investment asset reports to be used to conduct investment performance analyses.
6. Describe your standard participant statements and documents (provide samples of each type of participant statement).

7. Do your participant quarterly statements illustrate personalized rate-of-return? If so, what periods do it cover?
8. Describe your customization capabilities for participant statements.
9. Do you have the flexibility to include a section for customized messages from the County on your quarterly participant statement? Verify that this service is available at no additional cost.
10. Can you include other printed information, prepared by the County, with the mailing of statements to participants? If so, verify that this service is available at no additional cost.
11. Can statements be provided to participants on an on-demand basis?
12. How do you disclose fees to plan participants?
13. State how you will provide statistical plan information and financial data on a quarterly basis to our plan consultant. Identify any limitations on the information and data that can be provided.

G. Custodial Trustee Services

1. Does your organization have a single custody/trust relationship? What is the name of the institution that will provide custodial trustee services and the total number of years that they have been in operation?
2. What are the total retirement assets currently under the custodian? Public deferred compensation assets?
3. Describe any restrictions by investment type that pertain to your custodial services.
4. Will your trustee accept outside investment funds?
5. Do you have a limit on the number of checks/electronic transfers available to participants who rollover their distributions?
6. Do you have an electronic link with the investment managers for updating participants' accounts on the recordkeeping system? (Yes/No)
7. Describe your reconciliation process to ensure participant accounts and total custodial assets are in proof.
8. Will the County be required to execute a custodial agreement with your custodial trustee or will the custodial trustee services be part of the contract with the County? (Yes/No) If so, provide a sample of the contract.

**All supplemental documents and contracts must be included with your proposal. Failing to include with your proposal when submitted any such material, information, document, or contract, or submitting or changing any such material, information, document, or contract at any time after the proposal deadline will result in your proposal being immediately disqualified.*

H. Plan Implementation

1. Describe the team that would deal directly with the County during the transition/implementation. Is the same team responsible for on-going processing? If not, how will the implementation team work with the ongoing service team to insure continuity?
2. Provide a detailed implementation schedule and methodology to accommodate the **January 1, 2014** transition deadline, based upon the proposed schedule outlined in Section IV, Subsection I.
3. By what date would you need authority to proceed to accommodate a **January 1, 2014** asset and recordkeeping transfer?
4. What involvement will be required from the County during the implementation process?
5. Do you have any limitations as to the format/media of participant data?
6. How are investments handled during the conversion process? How are distributions handled to accommodate the continuity of payments to retirees during the conversion period?
7. Describe your procedures during the conversion period to communicate with the County's non-active employees (i.e. retirees and terminated employees with value in the Plan).
8. How will you manage the implementation process to keep it on schedule? Identify risks and the contingencies you have in place to handle them.

9. Identify comparable plan conversions in which you have been involved. How many conversions and plan implementations has your company conducted during the past two years involving 10,000 employees or more and how many involving 20,000 employees or more?
10. Identify how long the black-out period will be in effect? What transactions, if any, will be allowed during the black-out period?
11. Have you completed your conversions in less than 10 business days from receipt of reconciled data? If yes, specify average number of business days. Will you complete the conversions in less than 10 days for the County?
12. If you fail to transition the Plan on the mutually agreed upon implementation date, you will be subject to liquidated damages payable to the County, unless the delay is solely caused by the prior record keeper or the County. Acknowledge acceptance of this requirement.
13. What additional assurances/guarantees do you provide to the County with respect to a timely implementation?

I. Systems Capabilities and Hardware

1. Describe the hardware platform and software system you will use to record keep and administer the Plan for the County. How long have you been using this system? How often is the system upgraded?
2. Are you planning any major change in the software or hardware supporting your recordkeeping system in the next 24 months? If yes, describe.
3. Where is your main data processing center located? Where is your back-up center located?
4. Describe your maintenance and back-up procedures including daily back-ups, retention timetable, and off-site back-up storage approach. Has there been any liability from outages within the last three years?
5. Describe your documented disaster recovery plan. How often do you test your recovery system?
6. Describe any on-line capabilities that your system provides.
7. Can historical information, such as management reports, be downloaded for storage on CD-ROM, DVD, or similar electronic formats?
8. Describe in detail your procedures and safeguards used to guarantee:
 - (a) Security for your hardware and facility;
 - (b) Authorized access to data;
 - (c) Confidentiality of data; and,
 - (d) Security for any hard copy of plan-related data or documents.
9. Are your recordkeeping and trust systems fully integrated? Do they interface and/or do they have electronic data transfer capabilities?
10. Are internal controls of your recordkeeping system audited by an independent accounting firm on an annual or more frequent basis?

J. Participant Services/Automated Voice Response System (VRS)

1. Provide a phone number and instructions on how to access a demonstration of your automated VRS capabilities for the participant.
2. Describe the services available through your automated voice response system.
3. Is the VRS fully capable of generating all the necessary administrative forms to handle enrollments, changes in investment elections, transfers between investments, loans, unforeseeable emergencies, terminations, and beneficiary distribution requests?
4. How quickly is the VRS updated after transactions are performed?
5. Does your VRS capture and retain information regarding the confirmation of a transaction request?
6. In the situation whereby a participant calls the VRS but does not properly complete the transaction, do you retain a record that a call was placed but the transaction was not properly executed? What notice of the incomplete transaction is given to the participant?

7. Can participants request contribution deduction changes through the VRS? If so, are parameters set to automatically prohibit deferrals in excess of maximum deferral limits and/or catch-up provisions? Can you provide an automated feed back to the County to update their payroll records and contribution changes (whether based upon dollar amounts or percentages of pay)?
8. Are there any transactions that cannot be processed through the VRS (e.g., PIN changes, address changes, distributions, etc.)? If so, provide details on how these transactions are handled, including the hours of operation.
9. Does your VRS accommodate non-English speaking and/or the hearing/speech impaired participants? Describe the accommodations.
10. Describe any security breaches that resulted in improper access to one or more participant's accounts within the last three years, and the steps taken to remedy the breach.

K. 1-800 Customer Service Center

1. Where is your customer service center located? Do you have a back-up customer service center?
2. What are the standard hours of operation?
3. How many total CSR agents does your call center(s) employ on a year-round basis?
4. Explain your process for recruiting and selecting CSRs. Are they employees of your company or outside contractors?
5. On what basis are CSRs paid?
6. Describe the types of information customer service representatives (CSRs) will be able to provide to the participants.
7. Confirm that you will have dedicated CSRs allocated to the County to assist Plan participants. How many CSRs will be dedicated?
8. Can employees enroll in the Plan through the customer service center? If an employee is ineligible, how are they notified and what is the time frame of notification?
9. Can participants change their PIN through a CSR? Can PINs be reset and immediately provided to a participant during the call? Can participants who misplace their PIN call the customer service center and have a new PIN sent directly to their home address?
10. Are there any transactions that cannot be processed through the customer service center?
11. Do CSRs back up your Internet site? (Yes/No)
12. Do you track telephone utilization data? If yes, describe what is tracked and the standard reports that the County will receive.

L. Internet Services

1. Provide an Internet address and instructions on how to access a demonstration of your Internet capabilities for both the participant and plan sponsor.
2. Describe in detail your Internet capabilities. What types of web-based Internet services do you provide to plan participants?
3. Describe the online capabilities that your system provides for the plan sponsor to access plan and participant level information.
4. Describe your communication and education services available to County employees through the Internet. Are there educational materials online (i.e. web cast seminars, investment learning sessions, etc.)?
5. Which participant initiated transactions can be processed through the Internet? Do you offer an automated enrollment process through the Internet?
6. Specify any transactions that cannot be completed via your Internet site.

7. Can participants e-mail account specific questions via the Internet site? If yes, who receives the e-mail, researches the issue, and responds? What is the turnaround time?
8. Does your Internet site have the ability to download participant account information for use with other software programs (i.e. Microsoft Money, Quicken, etc.)?
9. Do you track Internet site hits? If yes, describe what is tracked and the standard reports that the County will receive.
10. How do you ensure that the plan website is kept up-to-date, including online administrative forms, investment and performance data, and plan information?
11. What improvements or enhancements to your Internet capabilities are anticipated or planned to occur in the next two to three years?
12. Are the VRS, Internet, and Customer Service Center's workstation all linked to the same recordkeeping system?

M. Communication and Education

1. Briefly describe your background and experience in providing communication and education programs.
2. Based upon the information contained in this RFP, provide a marketing plan that is specifically customized to the County plan, including a detailed communication/education business plan. Your communication business plan should address both the initial implementation/transition and ongoing communication, in all forms and locations, over time.
3. Quantify your proposed, ongoing, on-site annual enrollment/education commitment. How many group meetings will you commit to perform annually? How many individual consultations?
4. Provide samples of initial enrollment, on-going communication and education materials.
5. Describe the communication and education process that you provide for non-active participants (i.e. retirees and terminated employees with assets in the Plan).
6. Do you offer free retirement planning software to participants? (Yes/No)
7. Will you provide County Plan participants with on-site, group education and retirement planning sessions on an on-going basis? (Yes/No). If yes, list the titles of the subjects that are covered in your program. No description necessary
8. Do you offer video or web-based educational programs to participants and retirees? (Yes/No). If yes, list the classes/courses currently available. No description necessary.
9. Do you provide information to participants regarding options on distributions? Describe any services or programs you provide for participants leaving the Plan.
10. What would be the County's role in the communication, education, and enrollment process?
11. To what extent will the communication and investment education materials be customized for this plan and incorporate county branding (e.g., plan name, logos)? State if there would be additional charges for customizing or editing these communication materials.
12. Describe your process to assist participants who elect to transfer their 457 account assets to purchase service credits.
13. How do you measure the success of your educational programs?
14. Are you willing to provide customized surveys, at no additional cost, to assess the success of the education program? (Yes/No).

N. Field Service Representatives

1. How many dedicated, onsite, full-time field service representatives are you assigning to the Plan? What certifications and ongoing training does your firm require?
2. Do you currently have an office located in Clark County Nevada? If no, where is the closest Office of Supervisory Jurisdiction located?
3. Briefly describe the credentials and related experience of local service representatives who will be assigned to the County's account. Will they be employees of your firm?
4. Where will the service representatives for this account be located? What are the standard hours of operation?
5. How many accounts will the County's representatives be responsible for? What are the total assets and total number of participants each representative is responsible for?
6. Will you need to hire any additional staff or subcontractors in order to service the County's account as the sole-vendor? (Yes/No)
7. Do you offer local representatives commissions, bonuses, incentives, or other compensation? (Yes/No). If yes, detail the compensation structure for the local representative. Be sure to include an explanation of how bonuses and incentives are determined.
8. Are local representatives incentivized to solicit outside products that are not directly associated with the County's Plan?
9. Will you provide local annual account reviews for participants? (Yes/No)
10. Will field service representatives be available to discuss the Plan and investments with participants on a one-on-one basis? If so, how often and where?
11. How will these discussions be handled (e.g., in person, via telephone)?

O. Investment Advisory Services

1. Describe the investment advisory services that you will be providing to the County (i.e., Morningstar ClearFuture, Financial Engines, etc.).
2. Describe your due diligence process for selecting the partner and what services are provided.
3. Is the investment advisory fee assessed at the plan level? (Yes/No) What is the cost to a participant?
4. Describe the difference between your Internet investment education tools and software and your investment advisory services.
5. Does your investment advisory service produce asset allocation recommendations or recommendations of specific funds?
6. Does your investment advisory service include savings rate recommendations? (Yes/No)
7. Does your investment advisory service take into account a participant's assets outside of the County's Plan? If so, describe.
8. Describe the generally accepted investment theories that form the basis for your advice model.
9. Describe how your investment advice model materially differs from other competing advice providers.
10. What is disclosed to participants regarding your role as a fiduciary? Does your firm, or a firm you are partnered with, assume fiduciary responsibility for the recommendations that are given to participants? (Yes/No)
12. Do you offer specific investment advice to participants on an in-person basis other than through the on-line advice provider? (Yes/No) If yes, describe.

13. Do you provide “managed account” services that enable a participant to pay a fee for your firm or partner firm to provide discretionary management of investment decisions for that participant? (Yes/No) If yes, explain. What is the cost to a participant?
11. How many of your existing clients have subscribed to this investment advisory service?
12. Will the County be required to execute a separate contract with your investment advisory provider or will the investment advisory services be part of your contract with the County? If so, provide a sample of the contract.

**All supplemental documents and contracts must be included with your proposal. Failing to include with your proposal when submitted any such material, information, document, or contract or submitting or changing any such material, information, document, or contract at any time after the proposal deadline will result in your proposal being immediately disqualified.*

P. Self-Directed Brokerage Services

1. Fully describe the Self-Directed Brokerage option features, program design requirements, and all related fees including annual account fees and/or brokerage transaction/commission fees.
2. Does your self-directed brokerage account require any minimum balance? Describe what happens if minimum balances are not maintained.
3. Can your brokerage account restrict a participant from investments that are ordinarily not permitted in trustee retirement plans or a part of a “restricted list” established by the plan sponsor (e.g., no precious metals, futures, margin trading, options, commodities, collectibles, short sales, real estate, etc.)?
4. Describe the rules for transferring from the core options into the brokerage accounts and vice-versa. Are there any restrictions with respect to the transfer of balances between your core defined contribution investment alliance funds and the self-directed brokerage account?
5. How are self-directed brokerage account balances treated for purposes of the following:
 - Regular benefit or unforeseeable emergency distributions
 - IRC required and minimum distributions
 - Domestic relations orders
 - Death benefit claims
 - Federal tax levies
 - Loans
6. During what hours of the day are client service brokerage representatives available to respond to participant trading questions and inquiries?
7. How often do participants receive a detailed account summary of all assets held in the brokerage account? (Monthly/Quarterly)
8. What information from the self-directed brokerage account is reflected and reported on the core participant quarterly statement and on quarterly plan-level reports provided to the plan sponsor?
9. Describe any third parties involved in offering of the self-directed brokerage account services and explain their role.
10. What are the costs associated with a self-directed brokerage account? Include the annual, transaction, and any other costs.
11. Will the County be required to execute a separate contract for self-directed brokerage accounts or will it be part of your overall service contract and agreement? If so, provide a copy of the contract.

**All supplemental documents and contracts must be included with your proposal. Failing to include with your proposal when submitted any such material, information, document, or contract or submitting or changing any such material, information, document, or contract at any time after the proposal deadline will result in your proposal being immediately disqualified.*

Q. Trading Restrictions/Market Timing

1. At any time, has the company been subpoenaed by federal or state regulators with regard to the company's trading practices? If yes, by whom and when?
2. At any time, has the company been assessed a fine by federal or state regulators or agreed to pay a settlement(s) regarding market-timing and/or after-hours trading? If yes, provide the fine or settlement amount(s).
3. If your company has been fined by federal or state regulators, what steps or measures were taken to correct the violations and to ensure that market-timing and/or after-hours trading does not occur in the future?
4. Has the company conducted an internal review to determine if excessive market timing and/or after-hours trading have occurred in the funds? If yes, what was the outcome of the internal review? If not, why?

R. Retirement Income Product

1. Describe your retirement income product. Is it a proprietary product or through a third party?
2. Describe the underlying investment structure. Does your product require a specific investment vehicle, a proprietary investment vehicle? If so, please provide performance for 1, 3 and 5 year periods ,investment management fees and the fee for the retirement income product .
3. Describe how the Guaranteed Lifetime Benefit is determined, is there an annual re-set feature.
4. Describe the beneficiary features of your product is it limited to spousal beneficiaries.
5. Can participants stop their distributions or opt out of the product?
6. Earliest age to begin payments.
7. Frequency of payments.
8. Describe the process if in the event the State shall change providers. What are the portability features of this product?
9. Number of government plans that have adopted your proposed product.
10. Please describe your process to assist retirees with out of plan retail annuity products.

EXHIBIT D - PART II – INVESTMENT MANAGEMENT SERVICES QUESTIONNAIRE

Investment Structure

The County would like to keep the investment options in the current investment line-up (included below) with the following exceptions:

- Look at replacements for the current Stable Value option

Asset Class	Fund	Ticker
Stable Value	General "Declared Interest" Account *2	N/A
Money Market	American Century Capital Preservation	N/A
Core Fixed Income	PIMCO Total Return	PTRAX
High Yield	Putnam High Yield Advantage A	PHYIX
Balanced	Oakmark Equity and Income I	OAKBX
Large Cap Value	American Century Value Inv	TWVLX
	Hartford Dividend and Growth HLS IA	HIADX
Large Cap Blend	Hartford Capital Appreciation HLS IA	HIACX
	Davis New York Venture A	NYVTX
S&P 500 Index	Vanguard S&P 500 Index Fund	VIFSX
Large Cap Growth	Fidelity Contrafund	FCNTX
Mid Cap Value	Artisan Mid Cap Value	ARTQX
Mid Cap Blend (active)	Hartford Mid Cap HLS IA	HIMCX
Mid Cap Blend (passive)	Vanguard Mid Cap Index Fund	VMISX
Mid Cap Growth	Munder Mid Cap Core Growth Y	MGOYX
Small Cap Value	Allianz NFJ Small Cap Value	PVADX
Small Cap Blend (active)	Lord Abbett Small Cap Value A	LRSCX
Small Cap Blend (passive)	Vanguard Small Cap Index	VSISX
Small Cap Growth	Hartford Small Company HLS IA	HIASX
	Baron Small Cap	BSCFX
International Equity	American Funds EuroPacific Growth	RERGX
Global Equity	American Funds New Perspective R4	RNPEX
	Hartford Global Technology HLS	HVGAX
Socially Responsive	Neuberger Berman Socially Responsive Inv	NBSRX
Specialty Equity	Hartford Global Health HLS IA	HIAHX
	AIM Leisure Inv	FLISX
	MFS Utilities A	MMUFX
Lifecycle	SSgA Dow Jones Target Today	N/A
	SSgA Dow Jones Target 2015	N/A
	SSgA Dow Jones Target 2025	N/A
	SSgA Dow Jones Target 2035	N/A
	SSgA Dow Jones Target 2045	N/A

Stable Value Fund:

1. Are you proposing a general account, separate account, or commingled option? Why did you propose this particular structure?
2. Are you proposing a daily credit rate or a guaranteed declared rate fund?
3. For declared rate funds, how often do you declare a new rate? Does old money receive the same rate as new money? If not, describe.
4. For proposed product, what is the current proposed interest rate net of fees? How long will this proposed rate be in effect? What is your minimum annual guaranteed rate? What is the minimum contract rate guarantee?
5. Describe your process for managing the book to market value differential at the time of each new rate reset. How involved, if at all, will the Committee be in this process?
6. What is the total fee for the proposed product? Break the fee down by:
 - Investment management
 - Wrap
 - Revenue sharing
 - Other (describe what this is)
7. Provide the following information as well as Exhibit II as of **December 31, 2012**:

Characteristics YTD 2012	Proposed Product	Benchmark
# of Securities in universe		
# of securities closely followed		
# of securities in a typical portfolio		
Average Maturity	Years	Years
Average Effective Duration	Years	Years
Average Quality		
Minimum Quality		
Typical annual turnover rate		

Credit Rating	2012 (%)						Benchmark YTD 2012 (%)
AAA/Aaa							
AA/Aa							
A							
BBB/Baa							
BB/Ba							
B/							
CCC							
Below CCC							
Not Rated							
Cash & Equivalents							
Total							

8. The proposed account stable value fund must be liquid at the end of the contract period with no market value adjustments. Fully describe the payout provisions for the proposed product. Provide a detailed description regarding participant and plan level transfer/withdrawal restrictions. (See Exhibit II).
9. Which benchmark do you feel is most appropriate for the proposed stable value product? Why?
10. Provide the annual, historical crediting rate of a representative stable value product over the past five years.
11. Describe your firm's approach with regard to diversification of wrap managers. How has this changed in the current market environment?
12. Please provide your firm's risk-based capital ratio if applicable to your organization.

Exhibit I - Investment Management Fees and Revenue Sharing

For each investment vehicle, provide the expense ratio on the table below for each fund category as well as the estimated investment management fees based on the Plan assets. Fees for Stable Value Fund provide for both General Account and Separate Account Products

Asset	Fund	Plan December 31,	Expense (%)	Estimate Investmen Management (\$)	Revenu Sharing (%)	Estimate Revenue Sharing (\$)
Stable Value	General "Declared Interest" Account *	\$ 231,990,79				
Money Market	American Century Capital Preservation	\$ 811,12				
Core Fixed	PIMCO Total Return Fund	\$ 11,598,47				
High Yield	Putnam High Yield Advantage A	\$ 4,607,97				
Balanced	Oakmark Equity and Income Fund	\$ 27,679,20				
Large Cap	American Century Value	\$ 3,272,09				
Large Cap	Hartford Dividend and Growth Fund	\$ 11,932,49				
Large Cap	Hartford Capital Appreciation	\$ 54,145,08				
Large Cap	Davis New York Venture Fund**	\$ 1,084,55				
Large Cap	Vanguard S&P 500 Index Fund	\$ 7,562,26				
Large Cap Growth	Fidelity	\$ 30,348,33				
Mid Cap	Artisan Mid Cap Value Fund	\$ 3,206,03				
Mid Cap	Hartford Mid Cap Fund	\$ 11,426,55				
Mid Cap	Vanguard Mid Cap Index Fund	\$ 1,279,38				
Mid Cap Growth	Munder Mid Cap Core Growth Fund	\$ 3,876,01				
Small Cap Value	Allianz NFJ Small Cap Value Fund	\$ 5,181,96				
Small Cap Core	Lord Abbott Small Cap Value	\$ 5,091,22				
Small Cap Core	Vanguard Small Cap Index	\$ 1,888,29				
Small Cap	Hartford Small Company	\$ 3,635,84				
Small Cap	Baron Small Cap	\$ 1,067,46				
International	American Funds	\$ 12,312,19				
Global	American Fund New Perspective Fund	\$ 7,984,95				
Global	Hartford Global Technology Fund	\$ 1,271,01				
Socially	Neuberger Berman Socially Responsible	\$ 1,118,43				
Specialty	Hartford Global Health	\$ 4,037,55				
Specialty	Invesco Leisure Investor	\$ 1,861,47				
Specialty	MFS Utilities	\$ 6,533,00				
Lifecycle	SSgA Dow Jones Target Today Fund	\$ 251,77				
Lifecycle	SSgA Dow Jones Target 2015 Fund	\$ 799,90				
Lifecycle	SSgA Dow Jones Target 2025 Fund	\$ 2,311,70				
Lifecycle	SSgA Dow Jones Target 2035 Fund	\$ 1,038,52				
Lifecycle	SSgA Dow Jones Target 2045 Fund	\$ 1,197,14				
	TOTALS	\$ 462,402,86				

Sector Allocations	(%)
Treasury	
Agency	
Gov't / Agency MBS & CMO	
AAA ABS & CMBS	
Credit	
A Credit	
Cash	
Other	
Total	

Exhibit II – Proposed Stable Value Fund Characteristics

Termination Provisions/Restrictions
Plan Sponsor
Participant

Portfolio Composition	(%)
Bonds	
Mortgage	
Other	
Stocks	
Real Estate	
Cash	
Total	

EXHIBIT D, PART III –FEE QUESTIONNAIRE

The County requires \$125,000 annually to cover the cost of eligible, ongoing plan expenses. It is assumed these will be paid from revenue sharing from the investment options. Include these fees in your fee proposal.

1. What are the start-up/implementation costs and plan termination costs?
2. What are the factors you consider in determining future fee decreases and when they are to occur?
3. How are fees adjusted if a sizable number of participants are added or removed from the Plan?
4. What is your fee (asset based) to recordkeep the 457 Plan?
5. If a participant has multiple accounts in the Plan, will they be charged for each account?
6. Will you agree to pay for the cost of printing, labels and postage for the mailing of any Deferred Compensation communications to plan participants as may be required during the course of the year.
7. Provide other alternatives not outlined in this proposal that could result in the lowering of participant fees. Be clear in your response and provide the condition and the result.
8. Based upon the information supplied in the RFP, complete the cost structure chart on the following page. It is critical that you provide complete information so that fees can be compared on an equitable basis. If there are additional fees not listed, describe them, in detail, under “comments.”

If assumptions are necessary, fully explain your assumptions and quote the related fees on a unit cost basis, if possible.

Based upon information supplied in the RFP assuming all contributions are consolidated by the County and reported biweekly, complete the following cost sheet: It is critical that you provide complete information so that fees can be compared on an equitable basis. If there are additional fees not listed, describe them, in detail, under “Other.”

Cost Structure

Services	Fee	Comments
Plan Set-up/Installation		
Termination		
Financial Investment Advice Services		
Managed Account Services		
Self-Directed Brokerage Services		
Contribution Remittance		
Plan Documents		
Plan Compliance Services		
Check Distribution Processing		
1099R Forms		
408(b)(2) compliance		
Postage		
Unforeseeable Hardship Withdrawal		
Loan initiation		
Loan maintenance		
DRO Qualifications		
Wire		
Confirmation Statements		
Participant Statements		
Voice Response Services		
Customer Service Center		
Internet Services		
On-line Services: Set-up/ongoing and software		
Employee Communication & Education:		
Generic enrollment materials		
Customized enrollment materials		
Awareness materials (posters, tents etc.)		
DVDs		
Generic periodic newsletter		
Customized periodic newsletter		
Retirement planning tools		
Pre-retirement planning tools		
Investment education materials		
Enrollment Services:		
No. of initial enrollment meetings (#)		
No. of ongoing enrollment meetings (#) (frequency and price per meeting)		
Enrollment Kits		
Customized communications		
Annual notifications to all eligible participants		
Other (be specific)		

Fee Schedule

Vendor Name: _____

Authorized Signature: _____

	Amount	Assumptions underlying the Amount
Total required revenue (basis points) <ul style="list-style-type: none">• This should include only your cost to recordkeep the Plan		
Total revenue (basis points)		
Number of field service representatives included in the above fee		

ATTACHMENT A

**Clark County Nevada Employees
Deferred Compensation Plan**

**CERTIFICATION OF COMPLIANCE WITH
MINIMUM QUALIFICATIONS OF RFP**

I have read, understand and agree to comply with the minimum requirements specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

Exceptions Summary Form

MINIMUM REQUIREMENT NUMBER	EXPLANATION OF NON-ACCEPTANCE

20008822v2/13397.001

**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.

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"/>	<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.

1. 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.)

2. 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

Title

Print Name

Date

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?
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Notes/Comments:

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

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Notes/Comments:

Signature

Print Name
Authorized Department Representative