



Sedgwick County...
working for you

457 DEFERRED COMPENSATION PLAN

Request for Proposal for Retirement Plan Administration and Record Keeping Services

RFP No. 15-0085

RFP ISSUE DATE: August 6, 2015

DUE DATE FOR WRITTEN QUESTIONS/CLARIFICATIONS: August 17, 2015 at 5:00pm CDT

PROPOSAL DUE DATE: September 15, 2015 at 1:45pm CDT

I. OVERVIEW

Sedgwick County (hereinafter “County”) is soliciting proposals from qualified firms (hereinafter “Proposing Firm(s)” or “Firm(s)”) to provide retirement plan administration, record keeping, education, communications, and investment-related services for its current 457 deferred compensation plan (hereinafter “Plan”).

The primary goals for this Request for Proposal (hereinafter “RFP”) process include the following:

- Enhancing participant retirement outcomes;
- Analyzing the overall competitiveness of the Plan;
- Maintaining the integrated administration and reporting for the Plan;
- Improving participant education and communication services;
- Enhancing education for the Deferred Compensation Committee;
- Providing robust online transaction and information capabilities;
- Providing support for as many administrative functions as deemed appropriate;
- Evaluating alternative pricing structures;
- Reducing participant and Plan expenses;
- Providing for an orderly and timely transition of assets and services if necessary; and
- Continuing the formal record keeper/ Deferred Compensation Committee working relationship.

Sedgwick County is located in Kansas and the county seat is Wichita (which is the most populous city in the state). The County’s population is roughly 508,000 people making it the second-most populous county in Kansas. The County employs approximately 2,500 benefit-eligible employees. Employees are paid bi-weekly through one centralized payroll system for a total of 26 pay periods annually. The County uses the SAP Payroll system. There are multiple County locations (offices, facilities, etc.) within the County. It would be expected that a record keeper representative visit each of the major sites as well as the sites where employees cannot leave (such as public safety) as part of their initial and ongoing participant education efforts. There is no more than 15 of these types of locations. In addition, every Monday the County has new employee orientation and it is expected that the record keeper participant representative attend these weekly meetings. The expectation would be that the participant representative generally spend two full days per week with County participants.

The County’s Deferred Compensation Committee (hereinafter “Committee”) is charged with administering the Plan and carries out the broader fiduciary functions. The Committee consists of eight individuals and meets quarterly. The Committee will continue to monitor and evaluate the Plan on an ongoing basis through these quarterly meetings and it is expected that a record keeper representative attend these review meetings.

II. RFP TIMELINE AND PROCESS

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

RFP issue date:	August 6, 2015
Written questions and clarifications from Proposing Firms due by 5:00pm CDT:	August 17, 2015
County response to questions and clarifications by 5:00pm CDT:	August 24, 2015
Proposal due date by 1:45pm CDT:	September 15, 2015
Finalist interviews (if necessary):	November 9-10, 2015
Bid Board Recommendation at 10:00am CST	December 3, 2015
Board of County Commissioners Award at 9:00am CST	December 9, 2015

QUESTIONS AND CLARIFICATIONS

If any Proposing Firm contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, it may email its questions and/or requests for clarification to the County's Purchasing Director, Joseph Thomas, at Joseph.Thomas@sedgwick.gov and the County's Human Resources Manager, Benefits, Heather Bell, at Heather.Bell@sedgwick.gov. The deadline for receiving requests for interpretation and questions related to this RFP is August 17, 2015 at 5:00pm CDT. Interpretations, clarifications, and/or supplemental instructions will be emailed to those Proposing Firms that have been recorded as receiving the RFP document and posted to the Purchasing website. The date for answering questions is on August 24, 2015.

ADDENDA

The County may make changes to this RFP solicitation. Any interpretation or correction of County specifications will be made only by addendum, duly issued by County representative(s) as identified above. Copies of such addenda will be posted to the Purchasing website and emailed to those Proposing Firms that have been recorded as receiving the RFP document. Oral or other interpretations, clarifications, or submittal instructions will be without legal effect. Proposing Firms shall not be allowed to take advantage of any errors in or omissions from the RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the County in a timely manner.

CONTRACT PERIOD

The contract term will be negotiated at the conclusion of this RFP process. Proposing Firms will be given opportunities in their response to this RFP to provide pricing information related to different term structures. The County reserves the right to sign any document necessary to protect prices, delivery schedules, interest rates and/or any other critical factor contained in the responses to this RFP. No action will be binding on the County until a contract has been executed by all applicable parties.

SUBMISSION OF RESPONSES

Proposals must be received on or before the date outlined in the above schedule at no later than 1:45pm CDT. Submit one (1) hard copy and one (1) electronic CD/USB drive version (Questionnaire portion in Word and/or Excel format) of the proposal to:

Joseph Thomas
Purchasing Director
Sedgwick County Purchasing Department
525 North Main Street
Suite 823
Wichita, Kansas 67203

It is the responsibility of the Proposing Firm to ensure their proposal arrives by 1:45pm CDT. It is also the Proposing Firm's responsibility to verify receipt of the submittal. Proposing Firms mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Responses received after the prescribed due date and time will be disqualified from further consideration. Absolutely no late submissions will be accepted or considered. Proposals will not be accepted if sent by email or fax.

WITHDRAWAL OF PROPOSALS

A Proposing Firm may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to the County's Purchasing Director a written request for withdrawal signed on behalf of the Proposing Firm.

PUBLIC DISCLOSURE

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposing Firms that are submitted as part of the proposal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The County will not disclose proprietary information to the public, unless required by law. However, the County cannot guarantee that such information will be held confidential.

III. PROPOSAL REQUIREMENTS

MINIMUM QUALIFICATIONS

The County requires each Proposing Firm responding to this RFP to certify that it meets or agrees to the following criteria:

1. The Proposing Firm must have a minimum of five (5) years of experience administering section 457 deferred compensation plans and must currently provide sole-provider administration to a minimum of five (5) participant-directed retirement plans with an asset size of at least \$40 million in each.
2. Any contract entered into by the County must stipulate that there will be no front-end charges, no back-end charges, and no market value adjustments (MVAs) of any kind. In addition, there will be no restrictions or penalties associated with any Plan- or participant-initiated transfers or withdrawals (including contract termination), with the exception of capital preservation (stable value and/or Fixed or General Account) equity wash and/or put provisions, and/or mutual fund specific short-term trading fees.
3. The Proposing Firm must accurately and fully disclose all fund expense and revenue sharing arrangements associated with all funds being offered to the County. Fixed or General Account products will not be excluded from this requirement. Proposing Firms offering such products must provide an accurate assessment of product expenses and revenue remitted to the Proposing Firm.
4. The Proposing Firm must accurately and fully disclose all expenses and revenue associated with any service made available under the Plan. This includes services such as managed accounts, investment advice, financial planning and/or self-directed brokerage accounts.
5. Upon award of the contract, the selected Proposing Firm must be duly qualified to do business in the State of Kansas.
6. The Proposing Firm must have knowledge of and comply with all applicable Kansas and federal regulations regarding governmental retirement plans and investment options. All laws of the State of Kansas, whether substantive or procedural, shall apply to this contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts shall be followed with respect to this contract.

7. The terms outlined throughout this RFP process (within your response and any enhancements thereafter) must remain in place through negotiations and be part of the final contract unless specifically waived by the County in writing.

It is assumed that, by submitting a response to this RFP, your organization will conform to the Minimum Qualifications in every way.

REQUIRED DOCUMENTS

Proposals shall be submitted on 8½” x 11” paper with tabs separating the major sections of the proposal. Print on both sides where appropriate. Proposals must include the following, submitted as ordered below. If your proposal does not include all of the items below, it may be deemed non-responsive.

- 1) Cover Letter. The cover letter should not exceed two pages in length and must confirm that the Proposing Firm meets or agrees to the Minimum Qualifications stated above and has the ability to provide the requested services in the manner specified herein. It should be signed by an individual with authority to bind the Proposing Firm to the terms quoted in the RFP response.
- 2) Questionnaire. Respond to all questions and requests listed in the Questionnaire section of the RFP. Reprint each RFP question/request such that it precedes your written response. Please provide a Word and/or Excel version of the Questionnaire response on the electronic copy (CD/USB drive).
- 3) Insurance Certificate(s). As noted in the Insurance section, Proposing Firms must attach all relevant insurance certificates.
- 4) Proposal Response Form. Each Proposing Firm must complete and execute this form attached as Attachment B.
- 5) Exhibit Binder. There are numerous questions in the RFP Questionnaire that require a description and/or samples to be provided in a separate Proposing Firm Exhibit Binder. Proposing Firms should provide a separate binder for each requested hard copy of the proposal response and include the contents of the entire exhibit binder on the electronic copy (CD/USB drive).

Responses to this RFP (within your response and any enhancements thereafter) and any other material submitted by the successful Proposing Firm shall be construed as one proposal and may be incorporated into the contract between the County and the Proposing Firm.

RIGHTS

This RFP does not commit the County to enter into a contract, nor does it obligate the County to pay for any costs incurred in the preparation and/or submission of proposals, presentation of information or participation in interviews, or in anticipation of a contract. The County may investigate the qualifications of any Proposing Firm under consideration, require confirmation of information furnished by the Proposing Firm, and require additional evidence or qualifications to perform the services described in this RFP. In addition, the County reserves the right to:

- Reject any or all proposals;
- Issue subsequent Requests for Proposal;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposal process;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all, or none of the Proposing Firms;

- Solicit best and final offers from all or some of the Proposing Firms;
- Award a contract to one or more Proposing Firms;
- Negotiate with any Firm regardless of score;
- Accept other than the lowest offer;
- Waive informalities and irregularities in proposals; and/or
- Conduct interviews at its discretion.

INSURANCE

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with the County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after the County receives written notice of such change. All insurance must be with an insurance company with a minimum A.M. Best rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the Proposing Firm to require that any and all approved subcontractors meet the minimum insurance requirements. Proposing Firm shall obtain the above-referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County. The standard insurance requirements generally include:

- Professional liability:
 - Each occurrence: \$1,000,000;
- Workers' compensation (applicable coverage per state statutes):
 - Employer's liability: \$100,000;
- Commercial general liability insurance:
 - Bodily Injury:
 - Each occurrence: \$500,000;
 - Aggregate: \$500,000;
 - Property Damage:
 - Each occurrence: \$500,000;
 - Aggregate: \$500,000;
 - Personal Injury:
 - Each occurrence: \$500,000;
 - Aggregate: \$500,000;
- Automobile liability-owned, non-owned and hired:
 - Each occurrence bodily injury and property damage: \$500,000;
 - General aggregate: \$500,000;

CONFIDENTIAL MATTERS AND DATA OWNERSHIP

The successful Proposing Firm agrees all data, records and information, which the Proposing Firm, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of the County. The successful Proposing Firm agrees all such data, records, plans and information constitutes at all times proprietary information of the County. The successful Proposing Firm agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful Proposing Firm agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful Proposing Firm agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. The successful Proposing Firm agrees it will take all reasonable steps and the same protective precautions to protect the County's proprietary information from disclosure to third parties as with successful Proposing Firm's own proprietary and confidential information.

Proposing Firms agree that all data, regardless of form, that is generated as a result of this RFP is the property of the County.

TERMS AND CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom the County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. The County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of the County. It will further be understood that each Responding Firm's sureties and insurers are subject to the approval of the County.
4. The County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. The County reserves the right to negotiate separately with any proposer after the opening of this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this RFP. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposing Firms MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 N. Main St., Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless otherwise specified.
8. Envelopes/containers containing responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring the County to: (a) choose between the kinds of services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. The County can consider, among other factors, such things as labor cost, fee structure, firm experience and qualifications, and technology. The County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist the County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes the County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful Firm refuses or fails to make deliveries of the materials/services within the times specified in the RFP, purchase order or contractual agreement, the County may, by written notice, terminate the contract or purchase order. The successful Firm will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

13. The Proposing Firm responding to this RFP proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this RFP is accepted, the Proposing Firm agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The Proposing Firm hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that their proposal is based upon the terms, specifications, requirements, and conditions of the RFP and documents. The Proposing Firm further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this RFP will become the property of the County, and will not be returned. The County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to making records available for disclosure after Board of County Commissioners approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. The County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. The County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. The County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. The successful Proposing Firm may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.

24. The successful Proposing Firm agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposing Firm agrees it will take all reasonable steps and the same protective precautions to protect the County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposing Firm agrees that all data, regardless of form that is generated as a result of this RFP is the property of the County.**
25. The Proposing Firm agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by the County;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by the County; and
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
26. The successful Proposing Firm agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
27. The County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to the County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
28. By submission of a response, the Proposing Firm agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposing Firm's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposing Firms will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
29. No gifts or gratuities of any kind shall be offered to any County employee at any time.
30. The Proposing Firm certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposing Firms, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

31. Prior to the opening of proposals, Proposing Firms may correct, modify, or withdraw their proposals. A Proposing Firm who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the Proposing Firm's proposal.

PLAN INFORMATION AND BACKGROUND

The County currently uses Empower Retirement as the sole provider for the Plan. Empower provides basic administration, enrollment, participant communication and education, investment management and record keeping services for the Plan. As of June 30, 2015, there was approximately \$41.1 million in the Plan (see table with data as of June 30, 2015). Note that active accounts means currently contributing. The County has implemented automatic enrollment for all new employees with the initial deferral set at 1%. With this auto-enroll feature, after a full calendar year, the savings deferral rate increases in January by 1% until the cap of 6% is reached. County employees also participate in a defined benefit pension system administered by the Kansas Public Employees Retirement System (KPERs).

PLAN ASSETS AND PARTICIPANT HISTORY

	2015	2014	2013	2012
Total Assets	\$41,106,938	\$39,664,151	\$36,954,459	\$31,396,656
Total Participant Accounts	1,565	1,436	1,238	1,261
Total Active Accounts	1,112	1,109	824	881
Total Deferrals	\$991,641	\$1,851,327	\$1,885,496	\$1,890,726
Number of Roll-Ins	15	19	14	4
Total Roll-Ins	\$378,711	\$617,394	\$221,376	\$29,660
Number of Accounts in Systematic Distributions	19	32	31	29
Total Systematic Distributions	\$61,811	\$133,378	\$106,021	\$71,582
Number of Accounts with Lump Sum Distributions	29	69	53	68
Total Lump Sum Distributions	\$194,461	\$657,508	\$480,985	\$791,275
Number of Annuities Purchased	0	0	0	0
Total Annuities Purchased	\$0	\$0	\$0	\$0
Number of Transfers to Proprietary IRAs	2	0	2	1
Total Transfers to Proprietary IRAs	\$19,954	\$0	\$132,174	\$42,676
Number of Roll-Outs	23	23	25	27
Total Roll-Outs	\$552,972	\$883,474	\$1,831,197	\$42,676
Number of Distributions	82	164	134	171
Total Distributions	\$845,773	\$1,857,420	\$2,702,330	\$2,528,829
Number of Hardship Withdrawals Requested	0	5	2	6
Total Hardship Withdrawals Requested	0	Not tracked	Not tracked	Not tracked
Number of Hardship Withdrawals Approved	0	4	2	6
Total Hardship Withdrawals Approved	\$0	\$14,210	\$4,365	\$3,644

INVESTMENT ALLOCATION INFORMATION

A table providing a breakdown for all of the assets in the Plan as of June 30, 2015 is provided (see Attachment C) with this RFP.

EARLY WITHDRAWAL OR TERMINATION PROVISIONS

One of the investment options within the Plan has liquidity restrictions through a put period in the case of a County-initiated event. If the County terminates the Galliard Retirement Income Portfolio (currently with \$6.3 million in assets), any liquidation is subject to a put period up to 12 months.

IV. EVALUATION PROCEDURES AND CRITERIA

The Committee, with the assistance of the Consultant, will review all proposals and evaluate all responses received in good order. Clarifications and/or additional information may be requested from Proposing Firms if needed for evaluation purposes. A selection may be made based on this RFP evaluation criteria alone or a combination of the Questionnaire evaluation criteria, references, and/or interviews. The County is under no obligation to accept the lowest priced and/or the highest scored proposal and reserves the right to further negotiate services and costs up to the execution of any contract. The Committee may also request changes to products, service models and/or pricing during this process.

CRITERIA

The Committee will focus on the primary goals of this RFP and use the seven distinct sections listed within the Questionnaire section of this document. In weighing these seven sections (see Scoring section below), the Committee may come up with a list of Firms that will make it to the next level. Preference will be given to firms that showcase transparency and the best value (services and cost).

SCORING

The Committee will use the following scoring matrix in its evaluation of responsive:

A) Firm Strength, Experience and Qualifications	125 points
B) Record Keeping, Custody and Systems Technology	150 points
C) Participant Education, Communications, Counseling and Investment Advice Services	200 points
D) Plan Sponsor Services	150 points
E) Investment Flexibility	125 points
F) Transition	50 points
G) Fee Structure	200 points
TOTAL	1,000 points

REFERENCES

The County may also check the references of all Proposing Firms. References will not be scored but may be used to validate finalist Proposing Firm's abilities to provide the required services.

INTERVIEWS

The County may also require in-person interviews with a select list of Proposing Firms. These interviews will take place in Wichita, Kansas and are scheduled for November 9-10, 2015. Failure to participate in the interview process may result in a Proposing Firm's disqualification from further consideration. The Committee may also select the apparent successful Proposing Firm without conducting interviews.

NOTICE OF RECOMMENDED AWARD

The Committee will select the Proposing Firm deemed to be most beneficial to the Plan and participants based on the overall evaluation of the proposals (written proposal response, references and/or interviews). Final award will depend upon the negotiation and execution of an acceptable contract (which may be withdrawn by the Committee at any time prior to execution of the contract by the County) and is subject to approval by the Board of County Commissioners. The selected Proposing Firm and all other persons who submitted proposals will be notified of the selection when appropriate.

ACTION UPON FAILURE TO EXECUTE A CONTRACT

In the event that a contract cannot be negotiated with the highest ranked Proposing Firm, negotiations will be discontinued and the County will start contract negotiations with the next highest ranked Proposing Firm. Nothing in this RFP shall restrict or prohibit the County from canceling the solicitation at any time.

V. QUESTIONNAIRE

Responses are to be kept clear and concise. Questions that are marked with a (Yes/No) response require an explanation only if requested. If no explanation is requested, these questions will be recorded as a Yes/No response, and no consideration will be given to an explanation. For questions that do request an explanation, please be succinct in your response and limit any description to the primary and most important aspects related to the specific question/request. Responses should assume all Plan, all assets, and all participant accounts will be serviced by the Proposing Firm (taking into account any liquidity restrictions by the investment option mentioned in the Early Withdrawal or Termination Provisions section above).

In some cases the questions include a table that requires completion. Proposing Firms may create their own table that replicates the table in the RFP, though it should generally not take up any more space in the RFP response than the sample table. There are also questions in the RFP Questionnaire that require a description and/or samples to be provided in a separate Proposing Firm Exhibit Binder. Please pay particular attention to these questions and provide the requested information in a separate binder accordingly. Reprint each question/request such that it precedes your written response. For the items that request responses to multiple questions, separately space or separately bullet the responses to each question. Where there is a reference to 2015, please list data points as of June 30, 2015.

A. Firm Strength, Experience and Qualifications

A1. Complete the following chart:

Year Proposing Firm was founded:	
Offering services to 457 government plans since:	
Offering services to defined contribution plans since:	

A2. Provide a one page diagram of the ownership structure of the Proposing Firm and its subsidiaries. Include this in the Exhibit Binder and label it Exhibit 1.

- A3. Provide a statement of your organization’s strategic plan. If you cannot provide the strategic plan, provide a synopsis or summary of your organization’s strategic plan, including the following. Include this in the Exhibit Binder and label it Exhibit 2.
- Level of commitment management has to building market presence,
 - Enhancing current products,
 - Developing new products,
 - Plan for controlling growth of the defined contribution business, and
 - Plan for controlling the growth of administration beyond the defined contribution business
- A4. Complete the following chart showing total expenditures for the record keeping business. If you cannot provide actual figures, provide the ratio of record keeping expenditures to your organization’s total expenditures within the given time frames. You do not need to provide ratios if you can provide total expenditures for the years listed.

Year	Amount of investment in record keeping business (\$ or %)
2015:	
2014:	
2013:	
2012:	

- A5. As of the RFP issue date, were there any discussions or pending agreements to purchase another organization or to sell or to merge any part of your organization? (Yes/No) If yes, explain.

	Yes/No	Description
Purchase:		
Merge:		
Sell:		

- A6. Has your organization ever filed for bankruptcy or otherwise become insolvent? (Yes/No) If yes, explain and provide applicable date(s).
- A7. Has your Firm or a subsidiary been the recipient of governmental financial assistance from any government, foreign or domestic (such as the Troubled Asset Relief Program or TARP) within the past ten years? (Yes/No) If yes, describe, including the impact on ownership and obligations to the assisting government.
- A8. If your organization or parent company has a credit rating, provide your ratings from Standard & Poor’s, Moody’s, and Fitch. For insurance companies, include the financial strength rating, as well as your counterparty credit rating. If rated by some other service, provide the rating and rating criteria.

Rating Organization	Financial Strength Rating	Counterparty Credit Rating
Fitch		
Moody’s		
S&P		
Other		

A9. Provide one (1) hard copy of financial statements certified by management and/or audited by an independent Certified Public Accountant. The statement should include a balance sheet, income statement, and cash flow statement with all footnotes and disclosures in accordance with generally accepted accounting principles for the last three (3) full fiscal years of operations. Sole proprietorships may substitute a personal financial statement with personal tax documents filed with the federal government for the last three (3) years. The Proposing Firm must be prepared to substantiate all information shown. Financial statements not meeting this requirement may be deemed unresponsive or scored lower in the evaluation of the proposal. If a Proposing Firm intends to operate the business as a sole proprietorship, the Proposing Firm must submit a personal financial statement not older than ninety (90) calendar days and three (3) years most recent personal tax returns. This must be submitted with the rest of the proposal.

Include these statements in the Exhibit Binder and label it Exhibit 3.

A10. State whether the Proposing Firm is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required needs as outlined in this RFP. If so, please describe the nature of the item and its potential impact.

A11. Describe any past litigation or investigation within the past ten (10) years against your organization or local service representatives resulting from its involvement with any defined contribution or defined benefit pension plan.

A12. Has your parent company, organization or any of your local service representatives been cited, reprimanded or penalized by any regulatory agency within the past ten (10) years? (Yes/No) If yes, describe.

A13. Has any subcontractor that would be part of the service delivery to the County been cited, reprimanded or penalized by any regulatory agency within the past ten (10) years? (Yes/No) If yes, describe.

A14. Complete the following charts for the applicable calendar years:

Requested Data	As of June 30, 2015	2014	2013	2012	2011	2010
<u>Total Assets:</u> Defined contribution (DC) retirement plans record kept:						
<u>Total Assets:</u> Governmental 457 record kept:						
<u>Total Participants:</u> DC plan accounts record kept:						
<u>Total Participants:</u> Govt. 457 accounts record kept:						
Average participant deferral amounts to DC Plan						
Average participant deferral amounts to 457 Plan						
Total number of Firm employees:						
Total number of Firm employees working on DC plans:						
Total number of Firm employees exclusively dedicated to serving governmental plans:						
Total Firm gross revenues:						

Requested Data as of June 30, 2015	Answer
Total assets invested in the Firm's proprietary investment products by DC plans for which you record keep:	
Total assets invested in the Firm's managed account program:	
Average participant usage rate of managed accounts for those plans offering managed accounts:	
Total assets invested in non-proprietary investment products within DC plans for which you record keep:	
Ratio of proprietary funds to non-proprietary funds in DC plans for which you record keep (e.g. 1:2):	

Average overall DC plan allocation for plans which you record keep as of June 30, 2015	Average Plan
Capital Preservation (Money Market/Stable Value/General Account) (%):	
Bond (%):	
Large Cap Equity (%):	
Small-Mid Cap Equity (%):	
International Equity (%):	
Asset Allocation (%):	
Other (%):	
Total <u>average</u> number of investment options (where the entire suite of target date or risk-based asset allocation funds are counted as one option):	

A15. Complete the following tables as they relate to your current governmental 457 clientele:

Data as of June 30, 2015	Total # of Plans	Total \$ Plan Assets	# of Sole-Provider Plans
Under 150 participants			
From 150 to 500 participants			
From 501 to 2,500 participants			
From 2,501 to 5,000 participants			
From 5,001 to 10,000 participants			
Over 10,000 participants			

Data as of June 30, 2015	Total # of Plans	Total \$ Plan Assets	# of Sole-Provider Plans
Under \$20 million			
From \$21 million to \$100 million			
From \$101 million to \$200 million			
From \$201 million to \$500 million			
Over \$500 million			

A16. Complete the following table regarding the number of defined contribution plans (irrespective of entity type) you have **won/lost in the last five (5) years**. This response should include cases in which you elected not to re-bid and should not include cases in which you were retained with no meaningful growth in assets upon retention.

Data as of June 30, 2015	Number Won	Number Lost
Under \$150 million		
From \$150 million to \$500 million		
Over \$500 million		

A17. Provide the name and the contract start/termination date for all clients or ex-clients with assets under \$150 million referenced in the A16 table above:

Client Name (Wins)	Contract Start Date

Client Name (Losses)	Contract Termination Date

A18. Does your organization have any affiliations with, or endorsements from, any public or private organizations and/or industry groups, etc.? (Yes/No) If yes, describe the relationship, and include a description of whether or not it is a monetary relationship.

Organization	Monetary Relationship (Yes/No)	Amount of Contribution	Length of Relationship

A19. Provide the primary contact(s) name, address, phone number, and email address for all matters related to this RFP.

B. Record Keeping, Custody and Systems Technology

B1. What record keeping system do you use? Complete the table below.

Record keeping system (state whether proprietary to your Firm or not):	
Used since:	
Number of participants on the system:	
Number of plans on the system:	
System capacity:	
Update cycle (monthly, quarterly, annually):	
Last major revision date:	
Next revision date:	

B2. How often is the record keeping system audited? Provide a copy of the Firm’s SSAE 16 or equivalent. Include a copy in the Exhibit Binder and label it Exhibit 4.

B3. Will you provide access, with reasonable notice, to parties authorized by the County for the purpose of performing any audit or reviews that are deemed necessary? (Yes/No)

B4. Will you provide an annual independent report by a nationally recognized certified public accounting firm? (Yes/No)

B5. Complete the table below from your most recent system audit, adding lines as needed:

Control Objective	Number of Exceptions or Deviations Noted

B6. Complete the following table on your Voice Response Unit:

Voice Response Unit system:	
Used since:	
Update cycle (monthly, quarterly, annually):	
Last major revision date:	
Next revision date:	

B7. Complete the following table on your web-based transactional systems:

Web-based system:	
Used since:	
Update cycle (monthly, quarterly, annually):	
Last major revision date:	
Next revision date:	

B8. Briefly detail any pending revisions on your voice response unit system or web-based system. Number each item.

B9. How many programmers are dedicated to supporting each system?

Transactional Systems	Number of Full-time Programmers	Number of Part-time Programmers
Record Keeping System:		
Voice Response Unit System:		
Web-based System:		

B10. Describe your data security and back-up process. Include a **brief** description of how access to participant data (current and archived) is controlled and monitored (i.e., who specifically can view participant account data, who can print this data, who can remove this data from your facility either on a laptop, USB drive, CD or as a printed report).

- B11. How is indicative data, including Social Security numbers, protected against fraud/theft (both internal and external threats), and what security protocols are in use to guard against fraud/theft?
- B12. Are there particular file formats that must be utilized when submitting payroll contributions and loan deduction data to your Firm? (Yes/No) If yes, briefly describe.
- B13. What is the daily deadline time in Central Time for you to receive the contribution file and funds and complete the investment of those contributions into the appropriate fund(s)?
- B14. Who would provide trustee/custodial services to the Plan? If not internal, disclose who you would partner with and the length of your relationship with them.
- B15. Provide a one page diagram illustrating how assets flow from the client's account, showing every organization that touches participant assets. This should include any trust company, custodian, bank, pass through bank, record-keeper and investment company, etc. Include this in the Exhibit Binder and label it Exhibit 5.
- B16. Where is the custodian located (city and state)?
- B17. Provide a listing of the custodian's insurance coverage in the specific categories provided in the table below.

Coverage	Amount of Coverage
General Liability:	
Professional E&O:	
Financial Institution Bond:	
Other(s):	

- B18. Can your Firm tier the investment menu (meaning break up the core menu into sections with asset allocation funds in one tier and the core menu in another) on paper forms? On the website? If yes, briefly describe.

C. Participant Education, Communications, Counseling and Investment Advice Services

- C1. Will you offer investment advice to the County's participants via an online/internet advice provider? (Yes/No) If yes, complete the chart below:

Online advice vendor:	
Used since:	
Number of participants utilizing service:	
Number of plans utilizing service:	
Total amount of participant assets in the service:	
Average participant utilization rate per plan:	

- C2. Does your firm work with multiple advice providers? (Yes/No). If yes, can the County choose the provider?

- C3. Will your Firm provide online investment advice with assistance provided by your on-site participant service representative(s)? For example, the on-site participant service representative would be expected to explain the online advice tool to the participant, perform the data entry, and generate and explain the output of the service in a one-on-one meeting. (Yes/No) If yes, describe your process for offering this service.
- C4. Will your Firm offer a managed account service, if requested, to the County’s participants? (Yes/No) If yes, complete the chart below.

Managed account vendor:	
Used since:	
Number of participants utilizing service:	
Number of plans utilizing service:	
Total amount of participant assets in the service:	
Average participant utilization rate per plan:	

- C5. If applicable, is the managed account service coupled with online advice or could the County choose to exclude the managed account service and just offer online advice? (Yes/No) Briefly discuss as needed.
- C6. Will you offer investment advice to the County’s participants on an in-person basis other than presenting the online advice provider through the on-site participant service representative? (Yes/No) If yes, complete the chart below.

In-person advice vendor:	
Used since:	
Number of participants eligible to utilize service	
Number of participants utilizing service:	
Number of plans utilizing service:	
Number of meetings as of June 30, 2015:	
Number of meetings in 2014:	
Average participant utilization rate per plan:	

- C7. If applicable, what certifications, licenses and training are the individuals who provide participant investment advice to participants required to obtain (e.g. Series, 7, 63, 65, insurance licenses, etc.)? Please only state required certifications and distinguish between local (on-site) participant representatives and home office (call center) participant representatives.
- C8. Do any of these individuals have any U-4s or Disclosure Events listed with FINRA? (Yes/No) If yes, explain.
- C9. If you have indicated above that your Firm will provide investment advice, either through the use of an online advice tool or otherwise, provide a sample investment advice report document that is provided to participants. Include this in the Exhibit Binder and label it Exhibit 6.
- C10. Will your Firm or the investment advice provider that you are partnered with assume fiduciary responsibility for the investment advice given to participants? (Yes/No)
- C11. If your Firm will partner with another firm to provide investment advice, internet-based or otherwise, will the County be required to contract separately with that firm? (Yes/No)

- C12. Will you offer participants comprehensive financial planning services? (Yes/No) If yes, will you offer participants comprehensive financial planning services through a Certified Financial Planner? (Yes/No)
- C13. If you answered yes to Question C12, is this person(s) an employee of your organization or subsidiary? (Yes/No)
- C14. If applicable, do any of the individuals that provide financial planning services have any U-4s or Disclosure Events listed with FINRA? (Yes/No) If yes, explain.
- C15. How many on-site service representatives are being proposed for servicing the County’s Plan?
- C16. Describe the physical and personnel resources you will either provide to or need from the County for on-site services such as office space, conference rooms and clerical/administrative support for meeting arrangements as relevant to the services provided.
- C17. Complete the following for each on-site participant service representative that would be assigned to the County. Only include the names of representatives who would meet face-to-face with participants.

Representative’s Name:	
Years at Firm:	
Years in industry:	
Location:	
Total number of accounts serviced:	
Total assets serviced:	
Total number of participants serviced:	
University degree(s) [BA/BS/MBA, etc. and school(s)]:	
Professional Credential(s):	
FINRA/Insurance License(s):	
Typical work schedule (days and hours):	
Anticipated turnaround time for returning emails and/or phone calls:	

- C18. What minimum FINRA/insurance licenses are required for on-site participant service representatives?
- C19. Would the participant service representative work out of his/her house or a local office?
- C20. Will the County be able to participate in the selection of the on-site participant service representative(s) assigned to the account? (Yes/No)
- C21. How would your Firm handle a scenario where the County was not satisfied with the personnel assigned to the account?
- C22. Will you provide on-site, individual meetings and group sessions at sites and times specified by the County? (Yes/No)
- C23. Will the participant representative work with the County to suggest times to be effective? (Yes/No)

C24. Based on the County’s demographic data and your Firm’s experience, complete the table below regarding your proposed on-site annual enrollment/education commitment. This response should be based upon the total hours and days that could be committed to under the services contract. If partial service days are considered in the proposal, the partial service days should not be counted as full days, but rather as their proportional equivalent of each day (for example: two half days equal one full day under the contract).

Proposed annual number of on-site service hours:	
Proposed annual number of on-site service days:	

C25. Discuss the compensation structure for any contractor and/or employee (including the on-site participant service representatives) of your organization who would meet face-to-face with the participants and whether this compensation is one-time, recurring or varies based on the investments or products chosen by the participant.

C26. Are your on-site participant service representatives and/or any other employees given incentives to sell the following products or services: online advice, managed accounts, guaranteed minimum withdrawal benefit options, and/or managed payout options? (Yes/No) Complete the tables below. State additional products or services that apply.

Approximate % of Total Compensation	%
Base Rate/Salary	
Variable	
Is Variable Compensation Based on Adoption of:	Yes/No
Fixed or General Account/Stable Value	
Managed Accounts	
Guaranteed Minimum Withdrawal Benefit	
Managed Payout Options	
Proprietary Mutual Funds	

C27. Briefly describe your education strategy or other outreach targeted to terminated employees generally and retired participants specifically.

C28. How do you measure and/or benchmark the impact your communication and education efforts have on participant behavior? Briefly describe your capability to track and report to the County on a quarterly basis the success or effectiveness of various communication and education outreach campaigns.

C29. Are you willing to conduct surveys to assess the success of any education program? (Yes/No) If yes, provide a participant survey example in the Exhibit Binder and label it Exhibit 7.

C30. If applicable, how frequently would you propose participant surveys be conducted? How frequently can the County have participant surveys be conducted without incurring additional cost?

C31. Are you willing to put monetary performance guarantees on the effectiveness of certain education campaigns or survey outcomes? (Yes/No) If yes, please describe. For example, are you willing to put dollars at risk for failing to achieve enrollment, contribution rate and/or asset allocation goals? Or, are you willing to put dollars at risk for an average survey response that rated services below a prescribed standard?

- C32. As it pertains to the performance guarantees referenced in Question C31, have you ever had to make payments to any clients for failure to perform on these types of guarantees? (Yes/No) If yes, please state how many times over the last three (3) years such payments have been made.
- C33. Are you willing to provide the County with any customized educational materials? (Yes/No) If yes, briefly describe what level of customization is available for the following:
- Website:
 - Education booklets:
 - Mailers:
 - Participant statements:
 - Mobile applications:
 - Participant forms:
 - Others:
- C34. Does your Firm provide educational services to participants through the use of webinars, including interactive webinars? (Yes/No) If yes, provide a demo session on CD or through an Internet link.
- C35. What is done by your Firm to encourage participants to use the educational tools available to them?
- C36. Do participant statements aggregate all account information if the employee were to have multiple plans/accounts with you? (Yes/No)
- C37. Do all statements allow for a customized message from the County? (Yes/No) If yes, what limitations are placed on the size or length in words or characters of the message?

C38. Complete the chart regarding information available on participant statements. Mark (Yes/No) as appropriate and fill in the requested number of business days.

	Yes/No
Monthly fund performance:	
Quarterly fund performance:	
1-year fund performance:	
3-year fund performance:	
5-year fund performance:	
10-year fund performance:	
Cash flow for quarter:	
Roth deferrals for quarter:	
Asset allocation:	
Total assets:	
Total Roth assets:	
Total outstanding loan amount:	
Loan repayment detail:	
Personal rate of return:	
Does the return take into account cash flow:	
Expense ratios:	
Projected retirement income based upon account balance and growth assumptions:	
	# Business Days
How many days after quarter-end are statements mailed?	
How many days after quarter-end until statements are available online?	

- C39. If applicable, what method is used to calculate the personal rate of return? Explain your calculation method.
- C40. Provide a sample quarterly participant account statement. Include this in the Exhibit Binder and label it Exhibit 8.
- C41. Can participants print on-demand account statements with self-selected time periods from your website? (Yes/No)

C42. Complete the following table regarding the information and transaction capabilities available to Plan participants through Phone Service Representatives (“PSR”), Voice Response Unit (“VRU”), Internet and mobile app. For the starred (*) transactions, complete the “Time Needed to Complete Transaction” column showing any timing differences that may exist among the three forms of access (PSR, VRU and Internet).

(Indicate availability with Yes/No)

Participant Inquiry/Transactions	PSR	VRU	Internet	Mobile App	* Time Needed to Complete Transaction
Total Account Balance					
Roth Account Balance					
Account Balance by Fund					
Roth Account Balance by Fund					
Investment Elections					
Deferral Rate					
Roth Deferral Rate					
Contribution History					
Transaction History					
Withdrawal History					
Outstanding Loan Balance					
Loan History					
Loan Modeling*					
Beneficiary Designation*					
Fund Performance					
Specific Investment Advice*					
Automatic Rebalance*					
Paperless Fund to Fund Transfers*					
Paperless Future Investment Election Change*					
Paperless Enrollment*					
Paperless Deferral/Roth Deferral Change*					
Prospectus Request*					
Paperless Loan *					
Paperless Term Distribution *					
Investment Advice Online					
Hardship Application and Status					
Account Distribution Information					
Projected Retirement Income					

C43. Where is your customer service center(s) located? Note hours of operation in Central Time.

Location	Days of Operation	Hours of Operation	Number of Service Reps

C44. What securities licenses are your customer service center representatives required to maintain? Provide your answer in the table below.

Licenses	Yes/No
Series 6	
Series 7	
Series 63	
Series 65	
Series 66	
Insurance	
Others (List)	

C45. Except for investment advice offerings and self-directed brokerage options, are there any outside contractors or vendors that would provide services to the Plan? (Yes/No) If yes, briefly describe.

C46. Complete the following table regarding your call center and website:

	2015	2014	2013	2012	2011
Average call response time (min:sec):					
Average length of calls (min:sec):					
Number of dropped calls:					
% of transactions handled by VRU:					
% of transactions handled by web:					
% of transactions handled by PSR:					
Call center personnel turnover rate:					

C47. Are participants able to enroll and make changes to their accounts by filling out a paper form? (Yes/No)

C48. Does the County have the ability to create a custom participant message for posting on the Internet site? (Yes/No) If yes, what limits are placed on the size of the message?

C49. Does your Firm provide for online participant loan applications? (Yes/No)

C50. What is the latest time that a participant can make an investment transfer request and be assured that the transaction will be processed at the end of that day? Time should be listed in Central Time.

C51. Provide a test address and password in the table below for a representative participant website access experience.

Sample Website	
Web address:	
Log-in:	
Password:	

- C52. Briefly explain how phone and website passwords are assigned and changed.
- C53. Once your Firm receives a participant distribution or rollover request, how long does it take in business days for a check to be mailed out?
- C54. Once your Firm receives a participant distribution or rollover request, how long does it take in business days for an electronic payment to be made to the participant’s outside account?
- C55. Can participants select their own periodic payment distribution dates? (Yes/No)
- C56. Can this date be changed at a later date? (Yes/No)
- C57. Can participants specify a specific fund source and/or fund order for the distribution? (Yes/No)
- C58. Can participants specify a specific tax source (i.e. pre- or Roth/post-) for the distribution? (Yes/No)
- C59. Briefly describe any other participant services, not already noted in this response, that you would make available to the County. Please number each item.

D. Plan Sponsor Services

D1. Complete the table for any person who would work directly with the County, such as a regional field manager(s) or a relationship manager(s). Include only the names of representatives who would meet face-to-face with County employees. Exclude personnel stated in Question C17 unless that person(s) would spend a material amount of time working with County employees (independent of participants).

Representative’s Name:	
Years at Firm:	
Years in industry:	
Location:	
Total number of accounts serviced:	
Total assets serviced:	
Total number of participants serviced:	
University degree(s) [BA/BS/MBA, etc. and school(s)]:	
Professional credential(s):	
FINRA/Insurance license(s):	
Work schedule (days and hours):	
Anticipated turnaround time for returning phone calls:	

- D2. Will your Firm assign the County a relationship manager that will serve as a single point of contact? (Yes/No) If yes, would this employee attend monthly Committee meetings at County headquarters as requested? (Yes/No) If yes, would they offer regular Committee education or training at these meetings?
- D3. Will the County be able to participate in the selection of this relationship manager assigned to the account? (Yes/No)
- D4. How would your Firm handle a scenario where the County was not satisfied with the relationship manager assigned to the account?
- D5. Briefly describe your organization's commitment to quality and your philosophy/approach to client services.
- D6. Briefly describe how you monitor both the County and participant satisfaction.
- D7. How frequently do you conduct client satisfaction surveys at the County's level?
- D8. Does your firm provide training at the Committee level? (Yes/No) If yes, please briefly describe your educational efforts, strategy and/or campaigns designed specifically for Committee members and/or related County staff assigned to work on the Plan.
- D9. Complete the table below regarding tasks an authorized County staff member working on the Plan are able to accomplish on behalf of participants. If they are able to accomplish each task, list what format is available as well as when each of the first two become effective.

Task	Able to do?	Format (web, paper, etc.)	When effective?
Change participant information (name, address, beneficiaries, other contact information, etc.)			
Separate participants online when they leave the County			
View deferrals per participant			
View account balance(s) as of a given date			
View Plan statements per quarter			
View YTD contributions per participant			

- D10. Complete the table below regarding all of the reports you currently provide to plan sponsors and/or committee members.

Report	Frequency	Available in Paper?	Available on Website?

(Expand as necessary)

D11. Provide sample plan activity report(s), a quarterly plan sponsor statement, and daily, monthly, quarterly, and annual accounting statements for a participant-directed retirement plan. Total reports are not required, but include enough pages of each report to demonstrate its use and features. Include with your proposal a set of screen shots used for electronic delivery. All should be included in the Exhibit Binder and label it Exhibit 9.

D12. Complete the table below to allow access to the demo plan sponsor website.

Sample Website	
Web address:	
Log-in:	
Password:	

D13. Indicate which administrative functions the County may outsource, assuming they make use of all your administrative services and authorize your Firm to make approvals or otherwise perform.

	Will Proposing Firm perform this function? (Yes/No)	Once authorized, will the Proposing Firm carry out this function without further County involvement? (Yes/No)
Qualified Domestic Relations Order (QDRO)		
QDRO Approval		
Emergency Distribution Review		
Emergency Distribution Approval		
Beneficiary Change Processing		
Term Distribution Processing		
Minimum Required Distribution Processing		
Deminimus Distribution Processing		
Plan Document Review/Update		
New Participant Loan Applications and Approval		

D14. Complete the table below indicating the information and services you provide specifically to plan sponsors over the Internet.

Function	Proposing Firm will offer this function? (Yes/No)
Report Writing Capabilities	
Payroll Deferral Posting Data	
Participant Account Balance Information	
Plan Account Balances by Fund	
Indicative Data Changes	
Withdrawal Request/Status Tracking	
Total Outstanding Loan Balances	
Total Number of Loans in Default	

- D15. Does your Firm offer a Roth 457 account deferral feature? (Yes/No) If no, describe your planned time-table for offering this feature.
- D16. Does your Firm offer a Roth 457 in-service account conversion feature? (Yes/No) If no, describe your planned time-table for offering this feature.
- D17. If a participant is contributing to both traditional pre-tax and Roth after-tax, do their future investment allocations have to be the same or can they choose a different investment allocation for each (traditional versus Roth)?
- D18. If a participant has an existing balance in both traditional pre-tax and Roth after-tax, do their existing investment allocations have to be the same or can they choose a different investment allocation for each (traditional versus Roth)?
- D19. Describe when and how the County and participants would be notified of loan default status, either while in service or post-separation. Be sure to include an explanation of what assistance you require from the County in this regard.
- D20. Describe your Firm's participant loan administration processes and capabilities, including how a participant would apply for a loan and how the deduction information would be transmitted to the County.
- D21. In the past five years, have any of your Firm's public sector clients experienced participant loan defaults that were not reported to the plan sponsor and/or participant in a timely fashion, resulting in taxes not being paid in the correct year? (Yes/No) If yes, how many plans managed by your Firm experienced such an event?

D22. Complete the table below regarding the percentage of defined contribution (DC) plans that offer automatic enrollment and/or a Roth deferral feature. For the governmental plans, these statistics should compare governmental plans with other governmental plans only.

Year	% of Total DC Plans with Auto Enroll	% of Total DC Plans with Roth Deferral	% of Governmental DC Plans with Auto Enroll	% of Governmental DC Plans with Roth Deferral
2015				
2014				
2013				
2012				
2011				

D23. Do you need the County to specifically identify whether a Plan participant is making regular contributions, pre-retirement catch-up contributions, and/or age 50+ catch-up contributions? (Yes/No for each contribution type)

D24. Briefly describe any other administrative outsourcing services, not yet noted, that your Firm would make available to the County.

D25. Are all communication and education services configured to comply (at a minimum) with the provisions of applicable federal and Kansas law? (Yes/No)

D26. Will you comply with all applicable laws and regulations including the Small Business Job Protection Act of 1996, Economic Growth and Tax Relief Reconciliation Act of 2006 and all Treasury regulations? (Yes/No)

D27. Although ERISA is not applicable to public sector plans, will you comply with the communication and education requirements of subdivision (c) of Section 1104 of Title 29 of the US Code, commonly referred to as Section 404(c), as a means of assuring that the Committee meets its fiduciary responsibilities? (Yes/No)

D28. Does your Firm apply the US Department of Labor (DOL) plan sponsor and participant regulations requiring fee disclosure to plan sponsors with and participants in non-ERISA-governed plans such as the County's? (Yes/No) If no, briefly explain why and offer a timeframe in which you could comply with those regulations in relation to the County's Plan. If yes, please include a sample in the Exhibit Binder and label it Exhibit 10.

D29. Are you willing to indemnify and hold the County harmless from any legal claims and actions arising out of the educational activities you provide to Plan participants (Yes/No) If no, briefly explain.

D30. Will you provide legal assistance and compliance to assure the Plan operates in compliance with current and future Internal Revenue Code Section 457 provisions? (Yes/No)

D31. How will you inform the County of actual or contemplated changes in laws or regulations that would impact the Plan?

D32. Will your Firm provide and maintain model plan documents for the County for the Plan? (Yes/No)

D33. Does your Firm provide a plan sponsor newsletter? (Yes/No) If yes, provide a copy of the two most recent editions of this newsletter. Include these in the Exhibit Binder and label it Exhibit 11.

E. Investment Flexibility

Some of the questions below pertain to any capital preservation investment options the Proposing Firms may require (whether to enhance their pricing or otherwise).

- E1. Provide the crediting rate formula for the required capital preservation investment option (stable value, General or Fixed Account, etc.). Illustrate the current rate using this formula.
- E2. For this required capital preservation investment option, provide monthly or quarterly investment returns, net of management and wrap fee, for the last 10 years in an Excel spreadsheet. Include this in the Exhibit Binder and label it Exhibit 12.
- E3. For this required capital preservation investment option, provide the most recent attribution sheet that shows the current portfolio breakdown by sector along with any and all wrap providers.
- E4. As applicable, provide a list of the fixed/stable value option wrap providers and indicate whether or not they are currently providing additional wrap capacity.
- E5. Provide the market-to-book value ratio (or formulaic equivalent adjustment factor) for this required capital preservation investment option(s) and the crediting rate (net of fees) for each of the following years:

	Market Value to Book Value Ratio	Net Annualized Credit Rate
2015		
2014		
2013		
2012		
2011		
2010		
<i>Example</i>	<i>102.75%</i>	<i>2.75%</i>

- E6. What benchmark is used to evaluate the performance of this required capital preservation investment option?
- E7. For this required capital preservation investment option, do the assets sit on the Proposing Firm’s balance sheet? (Yes/No)

E8. Provide a list of all stable value products that are available through your investment platform.

Product Name	Expense Ratio	Revenue Share	Current Net Crediting Rate

- E9. For the stable value fund or fixed option, are you able to offer a guaranteed minimum floor above 0.00%? (Yes/No) If yes, please explain and specify for how long the rates are guaranteed?
- E10. For any product that has a put provision, will you allow the County to provide notice of possible liquidation in advance of any formal decision? For example, could the County ask you to begin the put notification period and then elect at a later time to keep the fund prior to any actual liquidation and without any charge to the Plan and participants? (Yes/No)
- E11. Would the rate on this required capital preservation investment option be more favorable if you were able to impose some sort of additional liquidity restriction? (Yes/No) If yes, please briefly describe.
- E12. For all investment options on your platform, do you have restrictions on the number of trades a participant may make in a month, quarter, and year? (Yes/No) If yes, briefly describe.
- E13. What is your process for identifying excessive participant trading in retirement plan accounts and reporting these events to the participant and the County?
- E14. Can your organization apply short-term redemption fees? Is it your practice to apply short-term redemption fees in accordance with the fund company’s policies? (Yes/No)
- E15. How are participants notified if a trade or transfer they are making will have a redemption fee assessed? Does your system provide them guidance on how to avoid this charge? (Yes/No) If yes, briefly describe.
- E16. How are participant investment-related account errors handled, including the reporting of them to the County, and how long does the participant have to report errors after discovery?
- E17. How long will it take you to add or remove a fund from the County’s Plan once you have been given instructions?
- E18. Are fund additions and deletions subject to any monthly, quarterly or annual schedule? (Yes/No) If yes, define the schedule.
- E19. If a fund is not setup on your platform, are you willing to add new funds? (Yes/No)
- E20. Briefly describe any restrictions to adding new funds to your platform.
- E21. Are you willing to process non-NSCC eligible investment options? (Yes/No) If yes, please describe any costs associated with the trades?

- E22. Is your Firm able to aggregate assets in one fund across your other clients to achieve enhanced pricing through satisfying breakpoints?
- E23. Provide a list of the investment options available through your proprietary and alliance networks. This list should include ticker symbols, expense ratios and revenue share information available for every fund. Segment the list by asset class. Provide this report in an Excel spreadsheet on a CD or USB drive and include this in the Exhibit Binder and label it Exhibit 13.
- E24. Answer Yes/No in the table below to indicate your Firm's ability to provide record keeping for the County options that may include:

Investment Type	Yes/No
Non-proprietary Commingled Trust Investment Products	
Non-proprietary Separate Account Investment Products	
Exchange-Traded Funds (ETFs)	
Non-proprietary Annuity/Guaranteed Retirement Income Products	

- E25. Do you offer a self-directed brokerage account (SDBA) option? (Yes/No)
- E26. Which brokerage house(s) can be utilized?
- E27. What types of securities are participants able to trade via the SDBA?

	Yes/No
Stocks	
Bonds	
ETFs	
Mutual Funds	
Stock Options	
Other Derivatives	
Closed-end LP	

- E28. Do you have the ability to restrict trading in certain securities? (Yes/No) If yes, please briefly explain.
- E29. Do you have the ability to restrict the amount of assets within the SDBA? (Yes/No)
- E30. Discuss the process of transferring assets to/from the core account, and any restrictions in trading frequencies, asset amounts or timing that may be imposed in the SDBA.
- E31. If participants are holding money within the SDBA but not in positions, does this holding account need to be a fund already in the core lineup? (Yes/No) Please briefly describe.
- E32. Describe what information your quarterly statements include regarding specific transactions conducted in the SDBA.
- E33. Provide a sample participant statement that your recommended SDBA partner would provide to participants. Include this in the Exhibit Binder and label it Exhibit 14.

E34. Do you currently offer any sort of guaranteed minimum withdrawal benefit (GMWB) product? (Yes/No) If yes, please briefly describe the product including a description of the investment vehicle(s) and pricing. Include this description in the Exhibit Binder and label it Exhibit 15.

F. Transition

F1. How many governmental 457 plans under \$100 million has your Firm transitioned from other providers in the past five years?

F2. For the most recent past five transitions of assets and participants you have performed for a governmental plan, what was the longest blackout period? What was the average blackout period?

F3. Provide an outline of your transition plan for the County's Plan. Include a timeline that describes necessary actions, responsible parties and target completion dates. Assume a transition date of April 4, 2016. Include this in the Exhibit Binder and label it Exhibit 16.

F4. How will you guarantee your stated implementation timeframe? How will you measure the success of the transition?

F5. Provide a one-page outline of your plan for communicating the transition to participants. Include this in the Exhibit Binder and label it Exhibit 17.

F6. Will you offer the County a dedicated transition management team? (Yes/No) If yes, briefly describe the team members and their roles, including how many other transitions they might be working on coincident with the County's, and how many prior transitions they have worked on (include plan assets/number of plan participants) and the number of plans they transitioned away from ICMA-RC specifically.

F7. Based on the County's demographic data and your Firm's experience, complete the table below regarding your proposed on-site education/communication commitment for the transition period. This response should be based upon the total hours and days that could be committed to under the services contract. If partial service days are considered in the proposal, the partial service days should not be counted as full days, but rather as their proportional equivalent of each day (for example: two half days equal one full day under the contract).

Proposed total number of service days	
Proposed total number of service hours	

F8. How will you handle accounts already in systematic distribution during a Plan transition?

F9. Describe your plan and capabilities for the transition of participant loans.

F10. Briefly describe your approach to communicating with retired or otherwise separated employees.

F11. Will you process emergency distribution requests during the blackout? (Yes/No) Briefly describe how emergency distribution requests will be handled during the blackout.

F12. Briefly explain any anticipated blackout periods and what transactions would be prohibited during this period.

F13. How long do you anticipate the entire blackout period lasting?

- F14. Will participant assets be out of the market at anytime during the transition? (Yes/No) If yes, briefly describe.
- F15. Are you able to transfer any of the plan assets/shares (included those in the SDBA) in-kind? (Yes/No) If yes, please identify and briefly explain.

G. Fee Structure

- G1. Complete the table below, showing your Firm’s proposed annual fee, as a percentage of Plan assets (excluding loans and SDBA assets), for providing retirement plan administration, record-keeping, participant services, plan sponsor services and on-site education and counseling, assuming an open architecture with no proprietary funds. For the seven-year pricing below, assume this is a five-year contract with two automatic one-year extensions.

Contract Term	457 Deferred Comp Plan Fee
Five Years	
Seven Years	
Ten Years	

- G2. Complete the table below, showing your Firm’s proposed annual fee, as a percentage of Plan assets (excluding loans and SDBA assets), for providing retirement plan administration, record-keeping, participant services, plan sponsor services and on-site education and counseling assuming the use of any proprietary products or services such as a specific capital preservation and/or target date investment option, advisory/managed account services, and/or brokerage option. For the seven-year pricing below, assume this is a five-year contract with two automatic one-year extensions.

Contract Term	457 Deferred Comp Plan Fee
Five Years	
Seven Years	
Ten Years	

- G3. Please provide your Firm’s proposed annual per-participant fee for providing retirement plan administration, record-keeping, participant services, plan sponsor services and on-site education and counseling, assuming an open architecture with no proprietary funds. For the seven-year pricing below, assume this is a five-year contract with two automatic one-year extensions.

Contract Term	457 Deferred Comp Plan Fee
Five Years	
Seven Years	
Ten Years	

G4. Please provide your Firm’s proposed annual per-participant fee for providing retirement plan administration, record-keeping, participant services, plan sponsor services and on-site education and counseling assuming the use of any proprietary products or services such as a specific capital preservation and/or target date investment option, advisory/managed account services, and/or brokerage option. For the seven-year pricing below, assume this is a five-year contract with two automatic one-year extensions.

Contract Term	457 Deferred Comp Plan Fee
Five Years	
Seven Years	
Ten Years	

G5. If the final investment line-up selected were to generate some amount of revenue sharing, will you rebate any and all revenue above the contracted amount provided in Questions G1-G4 to the Plan? (Yes/No) If yes, when or how frequently would this rebate occur?

G6. If the County desires to assess participants a County-imposed asset-based fee to offset Plan administration-related expenses, will your Firm assess this fee on behalf of the County and return those collected fees to the Plan as they are collected? (Yes/No) If yes, please briefly describe, addressing the frequency of the fee and how it would be calculated and assessed.

G7. If the response to Question G5 is yes, what are the plan sponsor options in terms of the set up of the account to hold such assets, and in what type of vehicles may the assets be invested? Will your Firm hold onto this in a separate account?

G8. If your firm is able to return excess revenue to the Plan, can the County receive a regular check? (Yes/No) If yes, describe the frequency(ies).

G9. As it relates to the plan sponsor administrative fee described above, will your Firm, if directed, apply a hard dollar annual per participant fee cap? (Yes/No)

For example: The plan sponsor may wish to assess participants a plan administration fee of 0.10% of assets, but only to a maximum of \$150 per year. (Participant with over \$150,000 in assets would pay a maximum of \$150 and the 0.10% would not be applied to balances greater than \$150,000.)

G10. Will your Firm, if directed, credit revenue share from the investment providers towards offsetting any per-participant plan administration fee? (Yes/No)

G11. Will your Firm, if directed, return revenue share from investment providers in a pro-rata fashion directly back to the participants who had invested in those funds each quarter, if so directed by the County? (Yes/No) If yes, please briefly describe.

For example: Participant A invests in Fund A and Fund B. Fund A generates 0.25% in revenue share annually and Fund B generates 0.15% annually. Participant A holds 0.5% of the Plan’s total investment in Fund A and 0.5% of the Plan’s total investment in Fund B. Each quarter 0.5% of the revenue received or credited from Fund A would be reimbursed into Participant A’s account and 0.5% of revenue from Fund B would be reimbursed into Participant A’s account. Other participants with different proportionate shares of the Plan’s total investments in Fund A and Fund B would receive different reimbursements in accordance with their proportional share of those funds.

G12. Will your Firm apply different revenue share rebate credits and/or administrative fee offsets at the participant level as applicable to each fund? (Yes/No) If yes, please briefly describe.

For example: A participant invests in Fund A, Fund B and Fund C. Fund A generates 0.25% in revenue share annually, Fund B generates 0.10% annually and Fund C generates no revenue sharing. The County has elected to assess all participants a 0.10% administrative fee annually that can be partially or fully offset by any fund revenue sharing. Accordingly, participant assets that are invested in Fund A that shares 0.25% would receive an account credit of 0.15% based on the assets in Fund A; participants in Fund B would receive no credit and no applicable administrative charge assessed to the assets in Fund B; and participants in Fund C would be charged the full 0.10% on the assets invested in Fund C.

G13. As a requirement to contracting with the County, will you commit in writing to specifically disclosing all revenues received from the investment options and services you offer to the County? (Yes/No)

G14. Describe the fee, if any, for providing investment advice, be it through the on-site representative using an online tool, or through the representative using some other program or approach.

G15. Provide a fee schedule for the self-directed brokerage account (SDBA) option. Be sure to include set-up and maintenance fees as well as trading costs.

G16. What direct or indirect revenue, if any, would you receive from any SDBA?

G17. Would you include the assets invested through the SDBA in the calculation of the revenue requirement provided for in this section? (Yes/No) If yes, would you include the revenue received for SDBA assets in the revenue calculation? (Yes/No)

G18. If applicable, will your Firm credit all revenue received from assets invested in the SDBA back to the participant accounts associated with the SDBA investment? (Yes/No) If yes, please briefly describe.

G19. Are you able to apply the County-imposed administrative fee referenced in Question G5 and/or the fee cap referenced in Question G9 to all participant assets, including those invested through the SDBA? (Yes/No) Please briefly describe the process for billing SDBA assets in this regard.

G20. Complete the following charts illustrating the online trading costs associated with each SDBA. Include only the total trading cost per security. Assume no contingent fees (such as short-term redemption fees) are paid.

Stock Trade	100 shares ticker: MSFT	10,000 shares ticker: CYDY
Stock trade cost:		

Assumptions:

MSFT – Microsoft Corp. – Assume \$45 per share

CYDY – CytoDyn, Inc. – Assume \$0.75 per share

Bond Trade	\$10,000 Par Value Corporate Bond	\$10,000 Par Value US Treasury Bond
Bond trade cost:		

Assumptions:

Corporate Bond – \$10,000, AAA-rated bonds trading at par value

US Treasury Bond – \$10,000, 5-year US Treasuries trading at par value

Mutual Fund Trade	200 shares ticker: VFINX	200 shares ticker: BARAX
Mutual fund trade cost:		

Assumptions:

VFINX – Vanguard 500 Index – Assume \$175 per share

BARAX – Baron Asset – Assume \$65 per share

- G21. What is the proposed annual account fee for the SDBA option?
- G22. Do the brokerage firm(s) with whom you partner provide any compensation to your organization (including revenue share from funds)? (Yes/No) If yes, briefly describe. Will the specific dollars you receive in compensation be disclosed in a 408(b)(2) or other such similar notice?
- G23. If applicable, provide a fee schedule for any services you would provide related to financial planning.
- G24. Are fees for financial planning services proposed by your Firm assessed to the entire participant population or only to those who use the service?
- G25. Please provide a fee schedule for your online advice and managed account program. Please also indicate whether or not the revenue for these programs would apply towards any revenue or pricing requirements provided in Questions G1-G4 above.
- G26. Provide a list of all other non-asset based, participant-related administration expenses. Items such as per head record keeping fees, loan fees, and additional withdrawal processing expenses should be included.

Participant Administration Services	Cost of Services
Loan set-up	
Loan maintenance	
In-service withdrawals	
Emergency withdrawals	
Required minimum distributions	
QDRO determination	
QDRO processing	
Stop payment	
Replacement 1099-R	
Wire transfer/EFT	
Others	

G27. Provide a list of all non-asset based plan sponsor-related administrative expenses. This would include special reporting charges, legal fees, administrative processing fees, communications fees, QDRO administration fees, and plan document preparation fees (including any fees to maintain, update, and/or ensure compliance of such documents with the Internal Revenue Code).

Plan Sponsor Administration Services	Cost of Services
Plan reporting	
Plan document preparation	
Plan document maintenance	
Identifying population eligible for required minimum	
Lost participant/bad address search	
Assistance with audits	
Custom communications including customization of website	
Others (list)	

G28. Identify all non-asset based participant and plan sponsor service fees not included above.

G29. Will you agree to make participants and/or the Plan whole for any and all record keeping and/or administrative errors within your control? (Yes/No)

G30. Complete the following table describing the performance guarantees, if any, you propose. Disclose the dollars you are willing to put at risk for failing to meet the proposed benchmarks.

	Benchmark	Amount at Risk
Phone		
Plan sponsor services response time:		
Participant services response time:		
Return all calls to plan sponsor within __:		
Return all calls to participants within __:		
Statements		
Participant statement mail time:		
Sponsor plan statement mail time:		
Participant online statement posting:		
Sponsor online statement posting:		
Participant Services		
Number of on-site individual meetings:		
Number of on-site group meetings:		
Financial planning services:		
Plan participation rate increases:		
Deferral rate increases:		
Transition		
Timeline:		
Deliverables:		
On-site meetings:		
Administration		
Contribution posting:		
Withdrawals processed:		
Emergency withdrawals processed:		
Rollovers/transfers out:		
Loan processing (if applicable):		
Plan Sponsor Services		
Report delivery:		
Training:		
Overall Satisfaction		
Draft and distribute survey:		
Satisfaction survey score:		

G31. Will you agree to provide reports to the County that detail all service performance benchmarks and whether or not they are being met? (Yes/No) If yes, how frequently are the reports available?

H. References

Current Governmental Client References

Provide the following information for five (5) governmental employers with plan assets under \$100 million for which your Firm presently provides 457 record keeping and plan administration services. Select a contact person for each plan who has managerial/committee member responsibilities associated with the plan.

Client name:	
Client assets:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size/total participants:	

Client name:	
Client assets:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size/total participants:	

Client name:	
Client assets:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size/total participants:	

Client name:	
Client assets:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size/total participants:	

Client name:	
Client assets:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size/total participants:	

Former/Terminated Client References

Provide the following information for three governmental employers for which your Firm has, in the last five years (but does not presently), provided 457 record keeping and plan administration services. Provide a contact person who has/had managerial/committee member responsibilities associated with the plan.

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Termination date:	
Total plan size/total participants:	

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Termination date:	
Total plan size/total participants:	

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Termination date:	
Total plan size/total participants:	

Transition References

Provide the following information for three governmental 457 plans with assets under \$100 million each, for which you have performed an incoming plan asset and participant date transition within the past three years. Select a contact person at each client that was directly involved with the transition process.

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size:	

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size:	

Client name:	
Contact name & title:	
Contact number:	
E-mail address:	
Address:	
Plan type(s) and inception date(s):	
Total plan size:	

VI. ATTACHMENTS

Attachment A: General Contractual Provisions

Attachment B: Proposal Response Form

Attachment C: Breakdown of Current Plan Assets by Fund

GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

A. **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. **Participant Safeguard.** Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall 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.

C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. **Unexpended funds.** It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. RECORDS, REPORTS AND INSPECTION.

A. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. **Audit.** Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible

participant records.

7. METHOD OF BILLING AND PAYMENT.

A. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on Page 1, Section 3 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.

C. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. **Mailing Address.** Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

8. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

9. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

10. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

11. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

12. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13. ASSIGNMENT.

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

14. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

15. PUBLICATION OF CONTRACT RESULTS.

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is

in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

16. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. **Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. **Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

18. TERMINATION OF CONTRACT.

A. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. **Termination of Contract on Other Grounds.** Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

19. INDEMNIFICATION AGREEMENT.

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any

and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

20. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 823
Wichita, KS 67203

and

Sedgwick County Counselor=s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: _____

21. Amendments to Agreement. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

22. Certificate of Tax Clearance. Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

23. Debarment/Suspension. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any subcontractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

ATTACHMENT B

**PROPOSAL RESPONSE FORM
RFP #15-0085
457 DEFERRED COMPENSATION PLAN**

The undersigned, on behalf of the Proposer , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

LLC _____ LLP _____ Not For Profit Corporation _____ Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority Owned Business: _____ **Minority-Owned Business:** _____ **Certification #** _____

African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman-Owned Business _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

ATTACHMENT C

Sedgwick County, Kansas - 457 Deferred Compensation Plan

Investment Menu - As of June 30, 2015

Empower Retirement

Asset Class	Fund Name	Ticker	Plan Assets	Per Participant/ Flat Dollar Fee	Net Expense Ratio (a)	Admin or M&E Expense (b)	Add'l Asset Based Fee (c)	Total Charges (a+b+c)	Revenue Share ¹	Short-term Redemption Policy/Fee	Date Added to Plan
Asset Allocation	T. Rowe Price Retirement 2010 Fund	TRRAX	\$1,740,020	\$0	0.59%	0.00%	0.21%	0.80%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2015 Fund	TRRGX	\$1,284,869	\$0	0.63%	0.00%	0.21%	0.84%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2020 Fund	TRRBX	\$1,492,551	\$0	0.67%	0.00%	0.21%	0.88%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2025 Fund	TRRHX	\$507,300	\$0	0.70%	0.00%	0.21%	0.91%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2030 Fund	TRRCX	\$851,536	\$0	0.73%	0.00%	0.21%	0.94%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2035 Fund	TRRJX	\$297,153	\$0	0.75%	0.00%	0.21%	0.96%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2040 Fund	TRRDY	\$605,345	\$0	0.76%	0.00%	0.21%	0.97%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2045 Fund	TRRKX	\$402,900	\$0	0.76%	0.00%	0.21%	0.97%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement 2050 Fund	TRRMX	\$345,582	\$0	0.76%	0.00%	0.21%	0.97%	0.15%	No	8/2/2007
Asset Allocation	T. Rowe Price Retirement Balanced Fund	TRRIX	\$141,971	\$0	0.57%	0.00%	0.21%	0.78%	0.15%	No	8/2/2007
International	Dodge & Cox International Stock	DODFX	\$1,097,804	\$0	0.64%	0.00%	0.21%	0.85%	0.10%	No	8/2/2007
International	American Funds EuroPacific	REREX	\$414,585	\$0	0.84%	0.00%	0.21%	1.05%	0.35%	No	8/24/2009
International	American Funds Capital World	RWIEY	\$2,653,138	\$0	0.79%	0.00%	0.21%	1.00%	0.35%	No	8/2/2007
International	Vanguard Total Intl Stock Index Inv	VGTSX	\$570,696	\$0	0.22%	0.08%	0.21%	0.51%	0.00%	No	8/2/2007
Speciality	Cohen & Steers Realty Shares	CSRSX	\$416,915	\$0	0.97%	0.00%	0.21%	1.18%	0.10%	No	8/24/2007
Small Cap	Undiscovered Managers Behavioral Value	UBVSX	\$608,250	\$0	1.32%	0.00%	0.21%	1.53%	0.25%	No	3/4/2015
Small Cap	Vanguard Small Cap Index Adm	VSMAX	\$1,385,987	\$0	0.09%	0.09%	0.21%	0.39%	0.00%	No	10/24/2014
Small Cap	Wasatch Small Cap Growth	WAAEX	\$779,145	\$0	1.21%	0.00%	0.21%	1.42%	0.35%	No	12/5/2012
Mid Cap	Artisan Mid Cap Value Investor	ARTQX	\$766,962	\$0	1.19%	0.00%	0.21%	1.40%	0.35%	No	8/2/2007
Mid Cap	Victory Munder Mid Cap Core Growth	MGOYX	\$1,864,586	\$0	1.13%	0.00%	0.21%	1.34%	0.25%	No	8/2/2007
Mid Cap	Vanguard Mid Cap Index Fund - Admiral	VIMAX	\$1,221,215	\$0	0.09%	0.22%	0.21%	0.52%	0.00%	No	8/24/2014
Large Cap	American Beacon Large Cap Value Investor	AAGPX	\$3,107,359	\$0	0.94%	0.00%	0.21%	1.15%	0.35%	No	8/2/2007
Large Cap	Fidelity Contra Fund	FCNTX	\$1,992,250	\$0	0.64%	0.00%	0.21%	0.85%	0.25%	No	8/2/2007
Large Cap	Neuberger Berman Socially Resp Tr	NBSTX	\$167,500	\$0	1.03%	0.00%	0.21%	1.24%	0.35%	No	8/2/2007
Large Cap	American Funds Growth Fund of America	RGAEY	\$4,312,440	\$0	0.68%	0.00%	0.21%	0.89%	0.35%	No	8/2/2007
Large Cap	Vanguard 500 Index Admiral	VFIAX	\$1,880,618	\$0	0.05%	0.16%	0.21%	0.42%	0.00%	No	10/24/2014
Bond	Pimco Total Return	PTRAX	\$704,136	\$0	0.71%	0.00%	0.21%	0.92%	0.25%	No	8/2/2007
Bond	American Funds American Hi Inc Tr R4	RITEX	\$656,295	\$0	0.69%	0.00%	0.21%	0.90%	0.35%	No	8/24/2007
Bond	Vanguard Total Bond Market Index Inv	VBMFX	\$1,281,327	\$0	0.20%	0.16%	0.21%	0.57%	0.00%	No	8/2/2007
Fixed	Galliard Retirement Income Portfolio	GRISVF	\$6,290,414	\$0	0.54%	0.21%	0.21%	0.96%	0.00%	No	8/24/2007
Loans	Loans		\$876,471								
SDBA	Self-Directed Brokerage		\$389,618								

¹ Include 12(b)-1, sub-ta, shareholder services, etc.

\$41,106,938