



NASSAU COUNTY  
DEFERRED COMPENSATION PLAN BOARD

EDWARD P. MANGANO – COUNTY EXECUTIVE

STEVEN D. CONKLING – CHAIRPERSON

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**REQUEST FOR PROPOSALS**

For

**BUNDLED ADMINISTRATIVE,  
INVESTMENT and TRUST SERVICES**

RFP#BU0602-1620

Issue Date: June 7, 2016

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**REQUEST for PROPOSALS (“RFP”) for BUNDLED ADMINISTRATIVE,  
INVESTMENT AND TRUST SERVICES  
for the Nassau County Deferred Compensation Plan**

**A. INTRODUCTION**

Nassau County, New York (the “County”), acting through the Nassau County Deferred Compensation Plan Board (the “Board”), is currently seeking proposals from qualified entities authorized to do business in the State of New York, to provide bundled administrative, investment and trust services for the Nassau County Deferred Compensation Plan (the “Plan”).

The Plan was established in 1986 and is tax qualified under Section 457(b) of the Internal Revenue Code. The Plan is overseen by the Board. All Nassau County employees are eligible to participate in the Plan. Prudential Retirement Insurance and Annuity Company (“Prudential”) is the current Plan service provider and recordkeeper. The current trustee is Prudential Bank & Trust, FSB.

The Plan uses a model plan document as described in the Rules and Regulations of the New York State Deferred Compensation Board. As of December 31, 2015, Plan assets were approximately \$1.1 billion. There are approximately 9,400 participant accounts. The aggregate employee contribution to the Plan in 2015 was \$60 million. There were approximately \$50 million in distributions from the Plan in 2015.

Participants may invest in an array of proprietary and non-proprietary investment products offered through Prudential’s administrative platform. The Plan offers participants a broad range of investment options, including a set of target date funds, an asset allocation program, and a stable value fund that meets the requirements of the Rules and Regulations of the New York Deferred Compensation Board. It is the Board’s intent to continue to offer the participants a stable value product that provides complete transparency in fees and methods of crediting interest.

Prudential was awarded a five year contract to provide bundled recordkeeping and investment services to the Plan in March 2010. The Board has extended this contract for the second one-year option period. Nassau County’s contract with Prudential will expire in March 2017.

The Nassau County Deferred Compensation Board (“Board”) has engaged The Centurion Group LLC, headquartered in Plymouth Meeting, Pennsylvania, as a consultant to review and evaluate proposals for administrative, investment and trust services for the Plan. Pursuant to a contract awarded in 2013, the Board contracted with Centurion to provide ongoing investment advisory as well as RFP services to the Plan.

The purpose of this RFP is to identify the best bundled administrative service and investment provider. The Nassau County Board is interested in entering into a five-year contract with the successful bidder, with the possibility of two one-year extensions. It is the Board’s intention to evaluate submitted proposals, meet with finalists, and select a firm. The successful firm will be expected to commit to a March 2017 implementation date.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

## 1. Plan Information

### Plan Overview – Data as of 12/31/2015

<b>Plan Name</b>	Nassau County Deferred Compensation Plan	
<b>Eligible Employees</b>	Approximately 13,000 full and part-time employees of Nassau County and Nassau County Community College	
<b>Participants</b>	Actively deferring:	6,200
	Inactive:	<u>3,200</u>
	Total:	9,400
<b>Plan Assets</b>	\$1.16 billion	
<b>Average Account Balance</b>	\$120,000	
<b>Employer Contributions</b>	None	
<b>Participant Contributions 2015</b>	Approximately \$60 million	
<b>Deferrals in 2015</b>	\$55 million. Age 50 and “last three year” catch ups available.	
<b>Withdrawals in 2015</b>	\$50 million in total distributions	
<b>Loans</b>	Permitted; 1,200 loans outstanding, \$15 million in total	
<b>Payroll Frequency</b>	Bi-weekly, from two sources	
<b>Financial Hardship</b>	Withdrawals permitted as approved	
<b>Distribution Events</b>	Termination of employment, retirement, death	
<b>Rollovers in / out</b>	As permitted by law	
<b>Investment Options</b>	29 including 10 target date funds	
<b>Average number of funds per participant</b>	5 (includes Goalmaker utilization)	
<b>Self directed brokerage option</b>	Yes through National Financial Services	
<b>Investment advice</b>	Participants are provided investment information	
<b>Participant statements</b>	Mailed quarterly and available electronically	
<b>Administrative structure</b>	Bundled	
<b>Current Administrator</b>	Prudential Retirement Insurance and Annuity Company	
<b>Current Trustee / Custodian</b>	Prudential Bank & Trust	
<b>Nassau County Contact Person</b>	Steven Conkling, Chair of Deferred Compensation Board <a href="mailto:sconkling@nassaucountyny.gov">sconkling@nassaucountyny.gov</a>	

## 2. Investment Overview

The plan's current investments and balances as of 12/31/2015 are as follows. Aside from the Stable Value Fund, all investments are mutual funds unless designated as Separate Account (SA).

<b>Plan Investment Option</b>	<b>Amount</b>
PRUDENTIAL STABLE VALUE FUND	\$454,148,512
SA/T. ROWE PRICE GROWTH STOCK STRATEGY	\$158,496,219
AMERICAN FUNDS EUROPACIFIC GROWTH R4	\$89,646,553
INVESCO GROWTH AND INCOME Y	\$68,807,821
SA /CORE PLUS BOND / PRU INV MANAGMT	\$66,386,490
VANGUARD INSTITUTIONAL INDEX I	\$56,947,557
CLEARBRIDGE SMALL CAP GROWTH I	\$31,382,566
VANGUARD MID CAP INDEX I	\$28,458,724
AMERICAN FUNDS AMERICAN BALANCED R4	\$27,398,251
T. ROWE PRICE RETIREMENT 2025	\$23,505,027
MORGAN STANLEY INST MID CAP GROWTH I*	\$22,905,922
CLEARBRIDGE APPRECIATION I	\$21,630,141
PRUDENTIAL MID-CAP VALUE Z	\$20,716,736
VANGUARD SMALL CAP INDEX I	\$18,337,074
ALLIANZGI NFJ SMALL-CAP VALUE INSTL	\$17,123,239
VANGUARD TOTAL BOND MARKET INDEX I	\$10,844,740
T. ROWE PRICE RETIREMENT 2055	\$8,586,283
VANGUARD REIT INDEX INV	\$6,438,493
T. ROWE PRICE RETIREMENT 2010	\$5,684,169
T. ROWE PRICE RETIREMENT 2020	\$5,198,294
T. ROWE PRICE RETIREMENT 2030	\$4,250,882
T. ROWE PRICE RETIREMENT 2015	\$3,731,611
OPPENHEIMER DEVELOPING MARKETS Y	\$2,674,786
T. ROWE PRICE RETIREMENT 2035	\$2,486,278
T. ROWE PRICE RETIREMENT 2040	\$1,838,250
T. ROWE PRICE RETIREMENT BALANCED	\$1,797,762
SELF DIRECTED BROKERAGE ACCOUNT	\$856,789
T. ROWE PRICE RETIREMENT 2045	\$407,230
T. ROWE PRICE RETIREMENT 2050	<u>\$89,738</u>
<b>TOTAL</b>	<b>\$1,160,776,137</b>

\*Effective 3/1/16, this fund was replaced by the Hartford Mid Cap Growth Y.

## Goalmaker Utilization

The Plan's administrative service provider offers participants an asset allocation program ("Goalmaker") that offers 12 distinct asset allocation portfolios based on a participant's age band and investment temperament (conservative, moderate, aggressive). This no-cost program utilizes funds within the current plan lineup to construct and maintain the 12 portfolios, which are rebalanced as necessary to maintain established allocations. Goalmaker utilization is steadily increasing and currently accounts for almost 22% of all Plan assets. About 32% of Plan participants utilize Goalmaker.

## **B. ANTICIPATED PROPOSAL SCHEDULE**

RFP Issue Date	June 7, 2016
Questions from Interested Vendors Due	June 21, 2016
Responses to Questions Published on County's website	June 30, 2016
Proposal Due Date	July 12, 2016
Oral Presentations	July / August
Award Date	September 2016

Dates indicated above are subject to change at the sole discretion of Nassau County.

The Proposer should provide a proposal in Appendix B which meets the scope requirements set forth below and is responsive to the RFP Vendor Questionnaire.

## **C. SCOPE OF SERVICES**

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of the Deferred Compensation Plan. The Board intends that the service provider will perform the following:

### **1. Investment Services**

The proposer is expected to offer participants multiple investment options which should include "best-in-class" mutual funds that include or are comparable to the funds currently in the Plan. In addition, the proposer must propose a suitable Stable Value/Fixed Income Fund for the Plan. The Stable Value/Fixed Income Fund should be fully diversified, limit credit risk/exposure, provide competitive returns with no benefit payment limitations and provide such contract termination conditions as transfer of book value with no market value adjustments or liquidation penalties, consistent with New York State Deferred Compensation Board requirements.

### **2. Implementation Services**

The administrator will be required to provide initial implementation services prior to the contract effective date. The administrator must prepare a detailed implementation plan outlining all the steps necessary to set up participant accounts, create interfaces with the County payroll, establish enrollment and reconciliation procedures for data and trust/custody/ investment accounts.

Up to 45 days before the implementation date, the customer service telephone line that the administrator will provide must be staffed with a sufficient number of qualified customer service representatives to answer participant questions about the change in administrators.

The administrator must provide, 30 days prior to the implementation date, a manual of tasks, rules, and procedures for operation of the Plan. The administrator must review this manual and update it if necessary,

and submit such changes to the Board for its review and approval.

### **3. Education and Enrollment**

The Board requires a complete level of education services to eligible participants, including individual meetings with participants when and where appropriate. Plan participants include current employees, prior employees, alternate payees, or beneficiaries (active, retired, terminated, and survivors.) The Board expects the administrator to conduct a sufficient number of group meetings annually so that all employees at the various employee departments of the County will have an opportunity to learn about the Plan. The meetings should be held at different locations and at different times of the day to ensure that all interested eligible participants are able to attend. In 2015, there were 320 such meetings. Vendor is expected to document the number of group meetings held, their locations and topics covered as part of an annual performance review.

The administrator will provide staffing for education and enrollment services including four (4) full-time field representatives to conduct employee counseling sessions. In 2015, there were approximately 6,000 such sessions.

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

The administrator must prepare self-enrollment packages which must be distributed at group meetings and in response to an employee's request to the administrator. The enrollment packages must contain all information in a complete and concise manner so that an employee would be able to enroll in the Plan without having to contact an enrollment representative. The administrator must also be staffed to be able to provide enrollment counseling to employees who wish to discuss participation in person or over the telephone. A supply of self-enrollment packages must also be provided to the County to be made available at various work locations.

The administrator will be required to prepare, for the Board approval, an annual education plan. This plan should detail the approach that the administrator will take in communicating the program to employees.

The administrator will be required to report quarterly to the Board on plan activity. This report shall include current data on the Plan asset levels and allocation, plan participation levels, utilization of such plan features as contributions and distributions, loans and hardship withdrawals, as well as the status and resolution of any participant problems and developments in the delivery of Plan services. The administrator will also be asked to deliver a report on participant education activity to the Board at its regular meetings.

The administrator currently uses a paperless process for all transaction types except for enrollments. Onsite dedicated retirement counselors are available to assist participants with completing and submitting enrollment forms for processing.

### **4. Communication Materials**

The administrator will be required to design a customized communication campaign for the Board that will result in effective and attractive educational materials on retirement, investments and the Plan. Your firm's proposal must fully describe the custom communication campaign and print materials that you are

proposing in response to the Request for Proposal (“RFP”) Questionnaire in the Communications section, as well as demonstrate your firm’s ability to work with the Board over time to create effective communications materials and outreach to various participant groups (e.g., in different departments or different demographic groups). Your proposal should recommend the frequency with which these materials will be distributed and the method (e.g., statement stuffers, distributed at group educational meetings, left at employment locations and personnel offices, etc.).

Production of print communication materials includes the design, printing and, where necessary, the mailing of all materials.

The administrator must prepare brochures, publications and forms for participants. The administrator must print sufficient quantities of the materials to ensure that there is an adequate supply of all materials at all times. The administrator must provide adequate quantities of materials to keep in different work locations. The administrator must also respond to any participant’s request for publications and mail them to the participant address of record.

The administrator must revise publications when necessary due to changes in investment options, Plan rules/procedures or other changes. There may also be new forms or communication pieces that must be prepared by the administrator as the result of federal, state, or local legislation affecting the Plan. The administrator may also be required to produce additional publications as required by the Board.

Materials developed by the administrator must be submitted to the Board for final review and editing; the Board must be given at least two weeks to conduct and complete its review. Publications must present an unbiased approach to investment information and educate participants about all aspects of the Plan, including retirement planning, investment options offered, investment performance, risk assessment and asset allocation, and distribution selections.

The administrator must maintain an adequate supply and distribute mutual fund prospectuses and target date portfolio summaries to participants upon request. The administrator must also maintain mutual fund prospectuses and target date portfolio summaries through a custom website designed for the Board.

The administrator will also be called upon to use other means of communication such as email or other electronic means to communicate with participants. The administrator must maintain a database of participant email addresses.

## **5. Local Office**

The administrator will be required to staff a local service team within Nassau County that is exclusively dedicated to the Plan and will provide on-site assistance to plan participants. The office must be operational by March 2017.

The current administrator maintains a local office in Nassau County, open on business days from 8:00 am to 5:00 pm. Employees may speak to a representative in person at the administrator’s local office, or call to arrange an appointment with a representative at the employee’s worksite. The administrator will absorb all costs relating to staff, office space and equipment (e.g. kiosks, computer hardware/software, telephone lines). In 2015, the administrator provided approximately 6,000 individual consultations, and more than 320 group informational meetings.

## **6. Website**

The administrator must design and maintain a custom website for the Board, including password protected participant access to account information and the ability to process transactions on-line. Your firm's proposal must fully describe this website, including all retirement planning and investment-related tools and software in response to the Participant Services section of the attached questionnaire. The existing Plan website can be viewed at [www.prudential.com/nassaucounty](http://www.prudential.com/nassaucounty). In 2015, the administrator tallied over 107,000 web site visits by over 2,500 unique participants to view plan and account information and to initiate transactions.

## **7. Customer Service Activities**

The administrator must staff a toll-free customer service line. Also through a toll-free number, a 24 hour voice response service must be available to participants to receive information regarding their account and make account transactions. In 2015, the administrator received 6,521 telephone calls. Of those calls 3,157 were administered by customer service direct lines and 3,364 were through an automated voice response system.

The administrator's customer service staff must be dedicated solely to the Plan and must be able to answer all participant questions about Plan features and operations received in writing or over the telephone, including information on the investments offered and their performance. The administrator's customer service staff must be able to assist employees in all areas of Plan participation, including changing the amount of salary deferrals, making investment election changes or transfers, obtaining account balance information and benefit payments.

The administrator must maintain an adequate number of staff and an adequate number of toll-free telephone lines with voice response capabilities and internet access to provide the required services. Both Voice Response System (VRS) and internet access must be available 24 hours a day with the exception of the time necessary for the normal maintenance of the system and updating of information. This telephone number must be TDD/TTY capable.

Plan service representatives must be available to answer participant questions between the hours of 8:00 a.m. Eastern Time and 9:00 p.m. Eastern Time each business day. Participants initiating transactions via the VRS or client service representatives must receive a written confirmation, which shall be mailed directly to the address on file for the participant within two (2) business days.

The administrator must ensure that the personnel answering the customer service line are qualified to provide information on the investment offerings under the Plan and to discuss investment concepts and retirement planning considerations. The administrator must ensure that such information is provided in a manner consistent with the requisite insurance and securities laws and that all personnel who provide such information shall be properly licensed with all required regulatory agencies, if applicable. At the request of a participant, the administrator shall review and explain investment alternatives and past investment returns.

Emergency withdrawals and domestic relations orders are reviewed and approved/qualified by the administrator. The administrator must answer general questions on these actions from participants and send application forms if requested.

The administrator must provide telephone assistance to participants who are taking a distribution under the Plan, and advise participants of payment options available. This must include counseling participants regarding rolling money out of the Plan versus leaving assets in the Plan. In addition:

- Inquiry services available through the VRS and internet must use the net asset value or unit value and account balance as of the previous business day.
- Changes to investment allocations must be made to the participant's record the date they are requested if made by 4:00 p.m. Eastern Time during market business days.
- Investment transfers received by 4:00 p.m. Eastern Time must be processed on the next business day using the previous day's unit value.
- The administrator must respond to participant questions and complaints. All complaints not resolved within 30 days will be brought to the attention of the Board by the administrator.
- Annually, the administrator must provide a plan (for Board review and approval prior to implementation) to conduct a review of the administrator's performance, including a formal assessment of participant satisfaction with the administrator's services. The plan must measure how participant and/or employer satisfaction issues will be identified, reported, and corrected.
- An error committed by the administrator must be corrected and processed as of the effective date of the original transaction. Any errors made by the administrator must be corrected at its expense so that the value of the participant's account is not less than it would have been had the error not occurred.
- Written confirmation of the correction shall be mailed to the address on file for the participant within five (5) business days after the correction of error.

### **8. Recordkeeping**

The administrator must maintain records providing daily information associated with an individual's account, including, but not limited to investment balances, salary deferral amount, contributions (regular and catch-up), distributions, rollovers, earnings, administrative fees, investment fees, work location, address, and any other information necessary for the proper administration of a participant's account. For retired/terminated participants, additional data regarding distribution method amount must be maintained by the administrator. In addition:

- The administrator must make changes to participant investment elections and effect transfers of existing account balances on a daily basis during open business days.
- The administrator must maintain separate participant accounts for assets that are rolled over into the Plan from a qualified retirement plan.
- The administrator must be able to monitor the annual participant dollar contribution for deferral amounts close to or exceeding maximum deferral amounts.
- The administrator must maintain catch-up indicators to track participants who are using catch-up.
- The administrator must maintain emergency withdrawal indicators to track participant accounts that have been restricted.
- The administrator must perform any and all administrative functions necessary to ensure the thorough and accurate financial accounting essential for the Plan's and the administrator's financial records.

### **9. Contribution Processing**

The administrator must invest contributions within one business day of receipt. The Board requires that the

administrator be able to receive data via electronic data transmission, and process the participant contribution detail provided, including negative contributions for adjustments, using each participant's current investment allocation election.

#### **10. Investment Transfers and Allocation Changes**

The administrator must transact all settlements among the investment providers due to participant transfers. The administrator must compute the amount of transfers between investment options for all instructions received in good order from the participant by 4:00 p.m. Eastern Time using that day's closing net asset value (NAV) or unit price/value and wire transfer appropriate amounts to/from the investment providers within the time limits permitted by the agreement with each investment provider.

#### **11. Error Correction**

If any employee enrollment, contribution, or other type of transaction is requested and cannot be processed, due to lack of sufficient information or other causes, the administrator must research and reach out to the appropriate party to acquire the information needed to move forward with the request. Resolution of such items should be provided in no less than three (3) business days from receipt of the request.

The administrator must develop and maintain a system for corrections due to erroneous deductions, participant check cancellations, administrative errors, and so on. The administrator must correct errors at its expense so that the value of the participant's account is not less than it would have been had the error not occurred. The system must provide for prompt repayment or credit of any refunds within three (3) business days following the date on which the reason for such a refund or credit is brought to the administrator's attention.

#### **12. Board Reporting**

The administrator must submit separate monthly and quarterly reports on all activities in the Plan. Reports must be provided via on-line access. In addition, the administrator must conduct quarterly client service meetings with Board members and staff to present information regarding service center statistics, local office statistics, investment performance, and other updates.

The administrator must inform the Board within 60 days of recently enacted federal tax laws and regulations, and all present or future federal tax legislation or other changes in the tax laws which may have an impact upon the administration requirements of the Board. The administrator must describe the nature of any amendments to the Plan which may be required by changing conditions, federal tax laws or regulations, or which may make available to employees the most advantageous investment options and investment returns. The administrator will work with the Plan's legal counsel to evaluate and implement any amendments to the Plan.

#### **13. Participant Statements of Account**

The Board requires that the administrator provide a quarterly participant statement. Information displayed on the statement must include, but is not limited to, beginning and ending balances, activity during the period, net gain (loss) total, year-to-date deferrals, asset allocation graphs, and projected monthly payments.

The administrator will be required to mail to each participant, at the address on file, a quarterly statement

of account activity providing the information as detailed above. The cost of mailing and postage will be the responsibility of the administrator. The administrator must be able to customize the statement for the Board and to provide a field for short messages. All information must be provided in both dollars and NAV/unit value.

#### **14. Distributions**

The administrator will provide telephone assistance to employees who are taking a distribution under the Plan. The administrator must be able to advise participants of the payment options available under the Plan, traditional and Roth distributions (should Roth feature be added to the Plan) and, the implications of choosing one payment option over another. This should include the tax implications of lump sum distributions and rollovers to qualified plans. Current payment options include but are not limited to:

- Systematic withdrawal of account over a specified period or of a specified amount.
- Lump sum or partial lump sum distribution in combination with other options.
- Distribution to a named beneficiary or the estate of a deceased participant.
- Distribution of emergency withdrawal.
- Distribution of Qualified Domestic Relations Order (“QDRO”).

The administrator is the primary record holder and maintains on its record keeping system a field in which distribution information is recorded and updated.

The administrator must make available disbursement of funds by electronic fund transfer for all distributions including lump sum payments, plan to plan transfers, rollovers or other large distributions. The administrator must provide written confirmation to the participant for payments made by electronic fund transfer.

The administrator must duplicate the existing payment options permitted by the Plan.

The administrator must provide participant federal and state income tax withholding and reporting for each benefit payment from the Plan. The administrator will be solely responsible for any tax penalties and/or interest that may arise due to errors it made in tax reporting or forwarding of funds to the appropriate government authorities.

The administrator must ensure that each participant’s account complies with the applicable regulations including, but not limited to, IRC 401(a)(9) minimum distribution requirements and annual maximum deferrals, and must distribute required minimum distribution in the absence of a distribution election by the participant.

#### **15. Trustee/ Custodial Services**

The administrator must arrange for trustee/custodial services. Any additional costs for trustee/custodial services are to be disclosed in the Cost Proposal appendix.

#### **16. Transition and Responsibilities upon Termination**

In the event that the Board elects not to renew the administrator’s contract at the end of its term, or otherwise terminates the contract for cause or convenience, the administrator agrees to fully cooperate with the Board in an orderly transfer of administrative responsibilities and records to the new administrator.

The administrator must provide all necessary documents and computer files and generally assist the new administrator and the Board in learning the content of such documents and files, or otherwise as will be mutually agreed upon. Once the administrator has been notified of its termination, all general participant communications must be approved by the Board. No unauthorized communications with participants will be permitted.

### **17. Administrative Funding**

The administrator must provide funding for the administrative costs that the Board incurs in overseeing and maintaining the plan. Such costs include, but are not limited to, audit fees, consultant fees and investment advisory fees. Such fees are paid directly to third party vendors at the direction of the Board by the administrator.

### **18. Investment Management Services**

The Board is interested in selecting a service provider that will enable the Board to offer participants an attractive and flexible array of investment options. The Board would also like to minimize disruption to participants by retaining high quality investment options already in the lineup. Recognizing that investment costs are paid by participants, the Board wants to select from the broadest array of high quality investment options at the lowest net cost. The Board wants to maintain full flexibility in both making its initial fund selection and in making future changes to the fund lineup.

The Board utilizes the services of an investment consultant (currently The Centurion Group LLC) to determine its fund managers, and requires flexibility from the administrator in supporting a full range of open architecture funds. At this time only registered mutual funds and insurance company separate accounts are used as variable investments by the Plan, but the Board would like to be able to consider commingled funds or separate accounts with ability to maintain a daily NAV.

For purposes of submitting your firm's proposal you should assume that a core fund lineup of up to 30 core investment funds, including ten (10) Target Date Funds (TDFs) and a stable value fund will be available for investment by participants. The stable value and/or stable income fund should be fully diversified, limit credit risk/exposure, provide competitive returns with no transfer restrictions or payment limitations and provide attractive contract termination conditions such as transfer of book value liquidation or in-kind transfer. Investment options with any front-end or back-end loads or other similar fees, charges or penalties will not be considered.

Your proposal should assume maintaining the current target date funds and any other fund-of-fund portfolios and maintaining a daily NAV for each fund (including working with each underlying investment manager to guarantee same day pricing) and periodic rebalancing of these portfolios in accordance with the investment policy guidelines and target allocations developed by the Board.

The Plan currently offers a self-directed brokerage option with 14 participants and less than \$900,000 in assets as of December 31, 2015. The current self-directed brokerage option allows participants to select from available open-end mutual funds, stocks and bonds through National Financial Services (NFS). The Board may utilize a self-directed brokerage option going forward and, if feasible, would like to minimize the disruption to participants who currently participate in this option.

The proposal should factor in not only the current plan structure but also the ability to evolve with the changing needs of the Plan, which may include the addition of commingled funds and separate accounts, a comprehensive review of the investment line-up, as well as other improvements which are yet to be determined.

#### **D. CONTRACT TERM**

It is the intent of the Board to award a contract for a five (5) year period with the option to renew for two additional one-year periods, for a possible total term of seven (7) years, subject to the Board's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the Board.

#### **E. MANDATORY PROPOSAL RESPONSE REQUIREMENTS**

All vendor proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the Board have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, responding to the Vendor Questionnaire.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the contract that would be entered into between the parties.
4. A completed and verified Principal Questionnaire Form attached as Appendix D for all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer.
5. Living Wage Law Certificate of Compliance, attached as Appendix L.
6. A completed and verified copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix F. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix G.
7. The Proposer's Exceptions to the RFP Requirements, if any.
8. A signature on the designated line by an officer or authorized agent of the proposer.
9. Additional information that you believe pertinent to the Board's requirements.
10. Statement proposer has registered with the County as a vendor.

**F. PROPOSAL SUBMISSION INSTRUCTIONS**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline immediately above. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and six (6) copies of the proposal, together with all attachments, as well as an electronic version of the proposal and all attachments, must be submitted to the Board in a sealed opaque envelope no later than 4:00 p.m. EST on June 30, 2016. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The Board is under no obligation to return proposals.

It is each Proposer’s responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer’s responsibility to ask questions, request clarifications, or otherwise advise the Board if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The Board shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the Board rejects a proposed exception, the Board may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the Board does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the Board reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the Board rejects proposed exceptions to the RFP, such exceptions will be considered by the Board in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The Board is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Steven Conkling, Chairman Nassau County Deferred Compensation Board 1 West Street, 5 <sup>th</sup> Floor Mineola, NY 11501 516 571-3023 sconkling@nassaucountyny.gov	Copy to Centurion Group LLC Peter Scott, JD 610 W. Germantown Pike Suite 350 Plymouth Meeting, PA 19462 pscott@centuriongroupllc.com
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No contact with any other County or Board personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. Violation of these provisions may result in immediate disqualification.

## **G. PROPOSAL EVALUATION CRITERIA**

The Board reserves the right to award all or any part of this contract, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the Board's sole judgment, the best interests of the Plan will be served.

Each proposal received will be evaluated by the Board's consultant and the Board as follows:

1. All proposals received will be reviewed for compliance with the RFP and proposal submission requirements of Section E and F above.
2. All proposals that comply with the RFP and proposal submission requirements will be evaluated for compliance with the Minimum Qualifications to Bid requirements.
3. Using information provided through the vendor responses to the RFP Vendor Questionnaire, all proposals that meet 1 and 2 above will be evaluated using the criteria provided in Section 9003.3 of the Rules and Regulations of the New York State Deferred Compensation Board, which section is summarized as follows:
  - The stability of the service provider as evidenced by its experience or investment record over a substantial period of time
  - The ability of the service provider to meet its contractual obligations, provide the required services and comply with the requirements of the plan, Code section 457 and the Board's rules
  - The service provider's experience with eligible deferred compensation plans and other qualified retirement plans
  - With respect to financial products, the variety and types of investment products and the ability to transfer among such products offered by a different financial organization
  - The quality and soundness of the proposed administrative and investment services
  - Overall cost efficiency of the proposed services
  - Overall quality and scope of the services to be provided to plan participants.

The Board may score and weight various sections of the RFP responses in order to facilitate comparison among proposals.

## **H. GENERAL INFORMATION**

1. **Incurring Cost.** The Board shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the Board to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the Board reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest cost proposer. The Board reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the Board to so do.

The Board may require the Proposer selected to participate in negotiations and to submit any price, technical, or other revisions to their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be posted on the County's website.
4. **Contract Negotiations.** The Board intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract with the Board in a form approved by legal counsel for the Board. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The Board reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the Board's acceptance of the proposal or a binding commitment on behalf of the Board to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The Board may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the Board from a price and technical standpoint. However, the Board reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the Board reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The Board will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the Board determines that information is required by applicable law to be disclosed, the Board will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and

- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
  - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - D. No elected or appointed official or employee of the Board shall benefit financially or materially from this contract. The Board may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the Board.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the Board shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the Board's acceptance of a proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the Board.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The Board and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Board does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

## I. GENERAL CONDITIONS FOR PROPOSERS

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable.
2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those appendices, if awarded this contract.

**J. ADDITIONAL DEMONSTRATIVE MATERIALS**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

**K. AWARD of CONTRACT**

The Board shall select a firm by means of a Notice of Award. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the Board’s acceptance of the proposal or a binding commitment on behalf of the Board to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

**L. PROTEST POLICY**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**M. MINIMUM QUALIFICATIONS**

Please complete the table below. The Board will not consider responses from vendors who do not meet all of the following requirements.

<b>Minimum Qualifications</b>	<b>Yes</b>	<b>No</b>
1. Is your firm qualified and authorized to do business in the State of New York?		
2. Is your firm familiar with and in compliance with all applicable New York State rules and regulations regarding governmental retirement plans, including the Rules and Regulations of the New York State Deferred Compensation Board?		
3. Will your firm agree to the Nassau County contractual requirements of this proposal?		
4. Will your firm agree to a five-year contract commencing March 2017, with the Board maintaining up to two one-year options to extend the contract under the same terms?		
5. Does your firm conduct and make available to clients an annual SOC 1 / SSAE 16 report on internal controls?		
6. Does your firm have at least five (5) years of experience in 457(b) plan Administration?		
7. Does your firm have at least five (5) years of experience providing trust / custodial services to 457(b) plans?		
8. Does your firm provide bundled services to 457 plans with at least \$5 billion in combined assets as of 12/31/2015?		

9. Does your firm currently provide deferred compensation administrative services for at least five (5) current 457(b) clients with 2,500 or more participant employee plan accounts?		
10. Will your firm provide bundled plan administrative, investment, communication and trust services to Nassau County's Deferred Compensation Plan (DCP)?		
11. Will your firm negotiate performance standards, backed by financial penalties, that must be met in critical service areas, such as transaction processing, participant meetings, processing, and client satisfaction?		
12. Will your firm provide four (4) full-time dedicated field service representatives in a local office to service the plan?		
13. Will your firm design and provide a secure customized website for participants that provides transactional account access?		
14. Will your firm maintain a dedicated toll-free customer service line for Nassau County DCP participants?		
15. Will your firm provide quarterly participant statements by mail within 15 business days of the end of each applicable quarter?		
16. Will your firm administer the Nassau County DCP's loan provision?		
17. Will your firm design and issue appropriate forms for all distributions?		
18. Will your firm provide plan-related information and services to retired participants?		
19. Will your firm participate in and report on plan activities at quarterly meetings with the Nassau County Deferred Compensation Plan Board?		
20. Will your firm maintain an investment lineup for participants that covers all major investment categories, including stable value / guaranteed fund and target date funds?		
21. Will your firm fully disclose all revenue sharing received from plan investment options, and to the extent that revenue sharing amounts exceed your firm's recordkeeping costs, will your firm provide such excess to the Plan for the payment of plan-related expenses or reimbursement to participant accounts?		
22. Will your firm comply with the bonding requirements of Section 9005.4 of the New York State Deferred Compensation Board regulations with respect to bonding?		

**APPENDIX A**  
**COST PROPOSAL**

**Cost proposals will be based on the responses to the questions in Section XII, Fees and Expenses, of the Vendor Questionnaire (Appendix B)**

The undersigned hereby certifies his or her compliance with the following:

**“NON-COLLUSIVE PROPOSAL CERTIFICATION”**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

**SUBMITTED BY:** \_\_\_\_\_  
(Signature)

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX B**  
**PROGRAM DESCRIPTION AND STAFFING**

In addition to any other information provided, proposals must include the following information:

- a. Responses to all questions on the following Vendor Questionnaire.
  
- b. Detailed cover letter on the firm's letterhead indicating the firm's EIN number and the name of the parties authorized to discuss and/or enter into negotiations with the Board with respect to this proposal.

**APPROVED AND SUBMITTED BY:** \_\_\_\_\_

(Signature)

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPENDIX B  
NASSAU COUNTY  
DEFERRED COMPENSATION PLAN  
Request For Proposal  
Vendor Questionnaire**

**Responding Vendor:**

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**I. KEY VENDOR REQUIREMENTS**

**In this section the responding vendor should answer whether they can or cannot perform the service(s) described.**

**RECORDKEEPING REQUIREMENTS**

- 1 Vendor must provide single source daily valuations for participant investment options, transactions, administration and recordkeeping services for the Plan.
- 2 Vendor must provide at least one fund in all major asset classes to be selected by the Plan Sponsor, for participant direction.
- 3 Vendor must provide participants with secure 24/7 Internet access to up-to-date statements, account history/information and transaction capability through a password-protected participant website.
- 4 Vendor should have the capability to process all withdrawals as directed by Plan Sponsor.
- 5 Vendor must have a formal disaster recovery plan, in keeping with industry standards, for all information technology and telecommunication services proposed herein to Plan Sponsor.
- 6 Vendor must provide a designated toll-free phone number that allows each participant to obtain daily account information and perform investment transfers, with ability to connect with live representatives during Vendor's specified working hours.
- 7 Vendor must provide the Plan Sponsor with a secure interactive web based support system with on-line reporting features.
- 8 Vendor must provide Plan Sponsor with all appropriate administrative reports on at least a quarterly basis, and provide ad-hoc reports upon request.
- 9 Vendor must provide a dedicated Relationship Manager(s) with expert knowledge of plans that will be available to Plan Sponsor during vendor's normal business hours.
- 10 Vendor must accept wire transfer of funds from Plan Sponsor at no additional cost to the Plan Sponsor or participants.
- 11 Vendor must invest, at participants direction, all funds within two business days of vendor's receipt, subject to reconciliation of contribution data.
- 12 No data of Plan Sponsor or participant shall be used by vendor, vendor's parent firm or any third party to solicit Plan Sponsor or participants.

- 13 Vendor, its affiliates and representatives must not indirectly or directly solicit participants while providing any services to the Plan.
- 14 Participants must be allowed to submit changes in investment elections utilizing the Internet or toll-free line, at no additional cost to either Plan Sponsor or participants.
- 15 Vendor must manage, administer, document and maintain distributions for the Plan per the Plan requirements and applicable regulations.
- 16 Vendor must provide same day trading for all transactions entered by the close of the New York Stock Exchange (e.g., sale and subsequent purchases must be completed utilizing the same day Net Asset Value of the respective mutual funds).
- 17 Vendor's investment options shall be direct purchases of registered mutual funds or their equivalent, without transaction or deferred sales charges.
- 18 Vendor must offer non-proprietary investment options with no additional fee to the Plan Sponsor or participant and no proprietary investment requirement.
- 19 Vendor must incorporate all major asset classes as part of the non-proprietary investment options.
- 20 Vendor must be able to offer an asset allocation program (Life-Style, Life-Stage or Fund of Funds) at no additional fee to the Plan Sponsor or participants.

#### **TRUSTEE REQUIREMENTS**

- 21 Vendor must use only one trustee to provide consolidated trustee services for Plan Sponsor and participants.
- 22 Vendor must obtain outside audits of financials, procedures and practices (i.e., SSAE 16). Vendor must submit these reports to the Plan Sponsor.
- 23 Vendor must provide Plan data to Plan Sponsor as needed to address any legal and/or fiduciary obligation of Plan Sponsor.

#### **GENERAL REQUIREMENTS**

- 24 Vendor must advise Plan Sponsor of any changes in legal or legislative developments that may materially affect the manner in which the Nassau County Deferred Compensation Plan functions.
- 25 Vendor must meet with the Nassau County Deferred Compensation Plan Board at least quarterly. Vendor will attend additional meetings as may be required by the Plan Sponsor.
- 26 Vendor must currently be able to provide technical regulatory consultation on Nassau County Plan operational issues.
- 27 Vendor must guarantee the Plan fees quoted in their response to this RFP for a period of five (5) years.

#### **COMMUNICATIONS REQUIREMENTS**

- 28 Vendor must provide participants access to web-based retirement planning and investment related tools.
- 29 Vendor must provide educational materials for employees covering the fundamentals of personal investment management and the basics of retirement planning as determined by the Plan Sponsor.
- 30 Vendor will assist Nassau County upon request in describing the Deferred Compensation Plan in enrollment packages for newly hired employees.

- 31 Vendor must provide a customized communication program to meet the Plan's requirements, as determined by the Plan Sponsor.

### **CONVERSION REQUIREMENTS**

- 32 Vendor must invest existing Plan assets into the new designated investment options by the next business day upon receipt of funds from prior trustee as directed by the Plan Sponsor, often referred to as "mapping" of funds.
- 33 Vendor agrees that Plan Sponsor in its sole discretion, will select the designated investment options into which the existing funds will be mapped.
- 34 Vendor warrants that any blackout period during a conversion shall be no longer than ten (10) consecutive business days following receipt of necessary data in good order.
- 35 Vendor will provide a conversion audit report.

### **CONFLICT OF INTEREST**

- 36 How does your firm identify and manage conflicts of interest?
- 37 Please provide a copy of your firm's conflict of interest policy. Who monitors compliance with these guidelines?

## **II. VENDOR CAPABILITIES**

**Please only indicate "Yes" or "No" where indicated for the services and capabilities you, as the responding vendor, propose to provide. Please explain any limitations or comments in the next column. Do not change the format of this document.**

### **RECORDKEEPING**

- 1 Vendor provides daily valuation.
- 2 Vendor provides same day trades with proprietary investments.
- 3 Vendor provides same day trades with non-proprietary investments.
- 4 Vendor maintains records of same day trades among investments.

### **ONGOING ACTIVITY**

- 5 Vendor can accept lump sum loan repayments directly from participants.
- 6 Vendor can accept rollovers from other 457 plans.
- 7 Vendor will process rollovers out of the Nassau County Deferred Compensation Plan.
- 8 Vendor will process QDROs with limited Plan Sponsor involvement.
- 9 Vendor will process unforeseeable emergency withdrawals with limited Plan Sponsor involvement.
- 10 Vendor processes employee fund transfers (exchanges).
- 11 Vendor processes allocation changes.

- 12 Vendor processes deferral rate changes.
- 13 Vendor will calculate and process age 70½ required minimum distributions.
- 14 Vendor will process monthly, quarterly or annual distributions to retired participants.

### **INTEGRATED REPORTING**

- 15 Vendor provides all data for federal and state income tax reporting for applicable states.
- 16 Vendor issues Form 1099-Rs to participants receiving distributions.
- 17 Vendor will send tax deposits for withdrawals to the IRS.
- 18 Vendor distributes quarterly statements directly to participant's home or via email if elected by participant.
- 19 Vendor will provide the appropriate SSAE 16 report to Plan Management.
- 20 Vendor will provide quarterly and annual Plan sponsor reports.
- 21 Vendor provides an administrative manual describing the firm's recordkeeping procedures.
- 22 Vendor will if requested provide quarterly investment performance reports.
- 23 Vendor will provide a quarterly management report (including detailed Plan statistics).
- 24 Vendor will provide quarterly report detailing voice response/ benefit service rep utilization and call statistics.
- 25 Vendor will provide quarterly and annual trust accounting reports.
- 26 Vendor will provide ad-hoc Plan Sponsor reports, included in standard fees.
- 27 Vendor will assist Nassau County with ad hoc issues, prevalence data,

### **TIMING**

- 28 Confirmation statements are generated for all transactions and mailed or emailed within two (2) business days.
- 29 Vendor's turnaround for initial benefit payments is 30 days.
- 30 Vendor's turnaround for ongoing benefit payments is less than 5 business days.
- 31 Vendor will process withdrawals at any time.
- 32 Vendor will mail Quarterly statements within 15 business days of quarter end.
- 33 Vendor timing of fund replacements / mapping is 8 weeks or less from Board authorization.

### **COMPLIANCE SERVICES**

- 34 Vendor tracks legal/Plan limits and stops contributions when limits are reached.
- 35 Vendor has legal/technical experts on staff to assist with technical questions and regulatory developments.

### **PARTICIPANT SERVICING**

- 36 Vendor provides a dedicated toll-free customer service line for participants, staffed by trained service representatives.

- 37 Vendor has an Interactive Voice Response (IVR) available during specified business hours.
- 38 Vendor has a password-protected website available 24/7 for participants
- 39 Vendor provides four full-time Participant Service Representatives (PSRs).
- 40 Vendor maintains Nassau County, New York office for the four PSRs.
- 41 Participants may effect transactions through the toll-free number and secure website.
- 42 Account balance information, by fund and by money source is available through the toll-free number and secure website.
- 43 General Plan highlight information is available through the toll-free number and secure website.
- 44 Investment fund performance information is available through the toll-free number and secure website.
- 45 Participants can change investment deferral amount (allocation change) through the toll-free number and secure website.
- 46 Participants can execute fund transfers (exchanges) through the toll-free number and secure website.
- 47 Participants can request a final distribution package through the toll-free number and secure website.
- 48 Participants can perform PIN changes on the toll-free number.
- 49 Participant calls to a service representative are recorded.

#### **TELEPHONE COUNSELING TO PARTICIPANTS**

- 50 Service representative is qualified to explain the Plan provisions.
- 51 Service representative is qualified to discuss the investment options and retirement planning basics.
- 52 Service representative is properly trained and licensed to provide investment information.
- 53 Service representative is qualified to advise participants of available distribution options.
- 54 Service representative is properly trained on the distinction between investment information and investment advice, and will not provide investment advice.

#### **RECORDKEEPING SYSTEM AND WEBSITE**

- 55 Vendor's system offers Plan sponsor secure on-line access.
- 56 Vendor's site allows the Plan Sponsor to view participants accounts.
- 57 Vendor provides the Plan Sponsor a standard report package.
- 58 Vendor's system allows the Plan Sponsor to manipulate data to generate customized lists, reports, etc.
- 59 Fund performance data is available on-line.
- 60 Vendor has a Disaster Recovery plan currently in place for both plan sponsor and participant websites.

#### **STAFFING**

- 61 All of the vendor's service employees that would handle the Nassau County plan are located within the United States.

- 62 Vendor has a formal training program for its Relationship Managers and Participant Service Representatives (PSRs).
- 63 Vendor will provide one dedicated contact for the Nassau County Deferred Compensation Plan.

**PLAN DOCUMENT and COMMUNICATION PROVIDED**

- 64 Vendor provides a Trust agreement.
- 65 Vendor provides a Plan Summary / Highlights.
- 66 Vendor provides administrative forms.
- 67 Vendor provides single page Investment descriptions.
- 68 Vendor will provide an Administrative Service Agreement.
- 69 Vendor has a service guarantee contract.
- 70 Vendor provides an annual customized communication program.
- 71 Vendor will deliver fund prospectuses to plan participants upon enrollment and each time investment changes are made.

**IMPLEMENTATION**

- 72 Vendor can meet a March 2017 implementation date.
- 73 Vendor will provide a documented implementation plan.
- 74 Vendor provides a separate implementation staff or team for the conversion.

### III. VENDOR ORGANIZATION, BACKGROUND and BUSINESS

Please answer the questions in this section and the following sections with short and concise answers. Respond with "Yes" or "No" wherever possible. Comments, explanations or descriptions should be provided as appropriate.

#### A. FIRM ORGANIZATION, HISTORY and CLIENTS

1. In a separate attachment, in 1,000 words or less, please state why your firm is well-qualified to provide the services described above.
2. Please state the name, title, address, telephone number, fax number and e-mail address of the person(s) we may contact with any questions regarding your proposal.
3. Describe the corporate structure and ownership of your firm, including all parent, subsidiary, and affiliate relationships. Is your firm publicly traded? If yes, list the ticker symbol.
4. If applicable, provide for the last three quarters your firm's current credit/financial strength ratings as assigned by Moody's, Standard & Poor's, AM Best and Fitch.
5. Does your firm outsource any portion of your administration services, or are all services provided via internal resources?
6. For how many years has your firm provided defined contribution administration services? For how many years has your firm provided 457(b) governmental plan services?
7. What is your firm's:
  - *Total client retirement plan assets serviced as of 12/31/2015*
  - *Total 457(b) plan assets serviced as of 12/31/2015*
8. Please complete the following tables detailing the number of clients in each category. Note: investment-only relationships should not be factored into these counts.
  - a) Number of participant-directed 401(k), 403(b), and 457(b) clients by plan participants for whom you are currently providing plan administration services, with separate figures for total clients and New York clients entire United States and New York State:

Participant Count	Total Clients	Total 457(b) clients	Total New York clients	457(b) New York clients
Fewer than 500				
501 - 1,000				
1,001-5,000				
5,001 - 10,000				
10,001 or more				

- b) Number of clients by plan assets for whom you are currently providing plan administration services, with separate figures for the entire United States and New York State:

Plan Assets	Total Clients	Total 457(b) clients	Total New York clients	457(b) New York clients
Less than \$50 Million				
\$50 Million - \$250 Million				
\$250 Million - \$500 Million				
\$500 Million - \$1 billion				
Greater than \$1 billion				

9. What is the average asset size of the 457(b) plans you administer?
10. What is the **average number of participants** in the 457(b) plans you administer?
11. How many full service 457(b) clients has your firm gained and lost in the last three (3) years as of 12/31/2015? (Please do not list any clients acquired through merger/acquisition with other providers). Provide a brief explanation as to why clients left.

	CLIENTS ADDED	CLIENTS LOST	Reasons clients left
2015			
2014			
2013			

12. Is your firm under investigation by any federal regulatory body regarding any allegedly illegal, non-compliant, unethical, or otherwise improper activities that relate to plan administration, securities or financial fraud, or breach of fiduciary responsibilities?
13. Has your firm been a party to any litigation, investigations, or settlements during the last three years involving your defined contribution or deferred compensation plan recordkeeping and administration services? If yes, describe the nature of the litigation or investigation, its current status and any settlement or resolution.
14. Is the rate of clients added and the client turnover in your full service retirement business described above consistent with what you expect for future years?
15. Based on the information that we have provided regarding plan size, would the Nassau County Deferred Compensation Plan be considered a medium, large, or jumbo client for your recordkeeping platform?
16. Please list and describe a notable new 457(b) client, and the vendor that the plan transitioned from. What factors caused this client to select your firm as their new service provider?
17. Please list three (3) comparably sized 457(b) full service clients. Nassau County will request references and contact information from selected vendors following this submission.

Client Name	Plan Assets	Number of Employees

**B. SERVICE TEAM**

1. Please describe the structure and the structure of the team that will be assigned to work with Nassau County. Attach a separate sheet providing an organizational chart that details the reporting relationship of team members.
2. Please complete the following table with respect to the team that you would assign to the Nassau County Deferred Compensation Plan.

				Other accounts or clients they are responsible for or provide services to	
Name	Tenure with your firm	Role on the Nassau account	Educational and Professional background	Number of Clients	Number of Participants
		Client Relationship Manager			
		Client Service Representatives			
		Conversion Manager			
		Communications Director			

3. Please attach separately, the biographies of all key staff who would be assigned to the Nassau County Deferred Compensation Plan.
4. Please list the locations that would be providing services to Nassau County Deferred Compensation Plan as part of your proposal and describe the services that would be provided at each location. Indicate whether any of these services are to be outsourced to another firm.
  - a. Relationship Manager
  - b. Client Account Manager
  - c. Participant Service Reps
  - d. Conversion Team
  - e. Recordkeeping / Administration
5. What has been the turnover experienced among your client service staff over the past two years?
6. Have measures been taken to assure continuity of service?
7. Please describe how you monitor client satisfaction.
8. Please describe how you monitor participant satisfaction.

9. Does your firm currently have any services that directly interface with participants that originate off-shore or which are under consideration for being off-shored?
10. Does your firm currently have any back office or processing services that are located off-shore or which are under consideration for being off-shored?
11. Has your firm experienced any corporate downsizing over the last five years?
12. Has your firm acquired other retirement service firms, merged with other such firms or been acquired by any other firm in the past five years?

#### **IV. PARTICIPANT REPORTING and RECORDKEEPING SERVICES**

1. How quickly after a quarter ends do you mail statements?
2. Are personal rates of return reported on the participant statements?
3. Are investment expenses reported on the participant statements?
4. Does a participant have the ability to get a statement on demand?
5. Can a participant specify the time period covered by the statement on demand?
6. Will the participant statement incorporate the Nassau County logo?
7. Does Nassau have the ability to customize the layout of the participant statements?
8. Do you have the capability to add information to the participant statements on an ad-hoc basis at the request of Nassau County? If so, please detail.
9. Is there a cost to add information to the participant statements? If so, how much?
10. Can inserts be included with mailed statements?
11. Is there a cost to include inserts to be mailed with statements? If so, how much?
12. Please attach separately 2 copies of your sample participant statements.
13. Can participants elect whether to receive their statements via mail or email? Are there any additional costs for any participant services handled via paper form as opposed to electronically?
14. The vendor must meet with the Nassau County Deferred Compensation Board at least quarterly. Attach separately a sample quarterly report that would be presented to the Nassau County Deferred Compensation Board detailing the activity of the Plan.
15. Please describe the timing of all Plan Sponsor reports after the close of period (quarterly and annually).
16. Can your firm manage and administer the beneficiary designation process without the involvement of Nassau County?
17. Is the beneficiary form process electronic or paper-based?
18. Can your firm process death distributions when notified of a death?
19. Are any of the participant administrative processes, aside from Hardship Distributions, paper-based?
20. Can your system track eligibility to make catch-up contributions of either type if data is supplied by Nassau County?
21. Does your system have the capability to allow employees to defer catch-up contributions by a percentage each pay period?

## V. INFORMATION TECHNOLOGY

1. Please describe the recordkeeping platform that would administer the Nassau County Deferred Compensation Plan.
2. Would any of the recordkeeping /systems for the Nassau County Deferred Compensation Plan be outsourced?
3. If the system is being outsourced, who has responsibility for system maintenance and enhancements?
4. Do you have a maintenance agreement or do you own the source code?
5. Was the system/software initially purchased from an outside vendor?
6. How many in-house IT/Programming design personnel are dedicated to support and enhance your DC recordkeeping system?
7. How many 457 plans serviced by your firm currently use the same system that the Nassau County Deferred Compensation Plan would be maintained on?
8. How long has your firm used this system?
9. What percentage of the time in 2015 was this system unavailable to participants? Do you expect similar downtime in 2016?
10. Does your organization have different platforms for small, medium, large & jumbo clients?
11. Please describe your process for making retroactive account adjustments / corrections.
12. Do you have a secondary processing site? If so, where is it located?
13. Does your system have security and disaster recovery procedures?
14. How frequently are the recovery procedures tested?
15. When was the last test and what were the test results for the past three (3) years?
16. Describe your maintenance and backup procedures.
17. How frequently are backups performed?
18. What is the retention timetable for backup data?
19. Is all data stored off-site?
20. How long does it take to retrieve historical information?
21. Does an independent accounting firm audit the recordkeeping system controls and administrative procedures on an annual basis?
22. Has your recordkeeping system been modified in any way in order to detect potentially abusive trading practices inside participant accounts?
23. Does your firm have enhancements to your recordkeeping systems planned over the next two years?
24. Does your firm have enhancements to your participant & Plan Sponsor website planned over the next two years?
25. Does your firm have enhancements to your Voice Response Unit planned over the next two years?
26. Is there integration among your firm's voice response, internet and recordkeeping systems?
27. Can you assure that a request made via one access method will not be duplicated through another method if requests are batch processed?
28. How does your firm handle delinquent and/or defaulted loans?

29. How do you notify Nassau County of participant deferral election changes, loans, distributions, etc.? Is this information available upon request?
30. Does the firm utilize optical imaging for all correspondence that are sent to your firm's facility?
31. If the firm does not utilize optical imaging, how does your firm keep track of all correspondence sent to its facility?
32. Does your system "date stamp" and store for later retrieval/inquiry all participant requests entered via the VRU, participant website or PSR?
33. Please describe your firm's process to ensure confidentiality of participant and Plan Sponsor data.
34. Does your firm support a secure method of electronic transmission of plan data?
35. Please detail the amount of money your firm has spent on defined contribution technology and systems improvements in 2015 and 2014.
36. For the current year, please provide the dollar amount your firm has budgeted for defined contribution technology/system enhancement expenditures.
37. Do you have major technology/system enhancements scheduled over the next two years? Only respond if you own your recordkeeping system.
38. How will you notify Nassau County of any system service interruptions or glitches?
39. Please describe the different methods that the Plan Administrator of the Nassau County Deferred Compensation Plan can utilize for sending the payroll files.
40. Are there any specific data points that must be included on the payroll file to allow Nassau County to take advantage of your full suite of services?
41. Please provide your preferred file layout for submitting contribution data.
42. How do you communicate operational failures when processing a payroll file?
43. How does your system handle rehired participants?
44. Please describe the different options that Nassau County will have for funding the payroll files (debit, check, wire, etc.)?
45. What are the security procedures for participant Internet access, processing, and other services?
46. Have any security breaches occurred within your plan recordkeeping system in the last three (3) years? If yes, please describe.
47. Has your firm experienced any breaches of participant or Plan sponsor data through misrepresentation, hacking or any other means? Please describe any such incidents and remedial measures taken.
48. Confirm that your firm will indemnify the Nassau County Deferred Compensation Board and the Nassau County Deferred Compensation Plan against any liability arising from security breaches of any of your systems.
49. Describe the back-up and disaster recovery plans for each of your recordkeeping components.

## **VI. COMPLIANCE and LEGAL SERVICES**

1. What technical resources / experts do you have to assist Nassau County with technical or complex regulatory matters? How would these experts be accessed? Would Nassau be billed separately for technical services provided by your legal / compliance staff?

2. Will your firm indemnify the Plan and participants for losses resulting from errors arising from your system and /or your employees?
3. Please briefly describe the procedures your firm uses to ensure that the plan is being operated in compliance with the plan document as drafted and all applicable regulations.
4. Will your firm provide a customized administration manual (hard copy and electronic) for Nassau?
5. Do you calculate tax withholding, prepare IRS Form 1099-R, transmit this form to the IRS and mail to participants?
6. Do you require any involvement by Nassau in identifying and processing Required Minimum Distributions?
7. Describe the standards for performance in participant service. Assume all data, wires or other requests are received in good order and before the cutoff time for the day.

ACTIVITY	QUALITY STANDARD
Contribution reconciliation - within how many days?	
Contribution posting - within how many days?	
Withdrawals paid - within how many days?	
Loans funded - within how many days?	
Final distributions paid - within how many days?	
Investment fund transfers processed - within how many days?	
Rollovers into the plan processed and Invested - within how many days?	
Confirmations mailed or emailed to participants - within how many days from execution of transaction or request?	
Participant statements mailed or emailed - within how many business days from period end?	
Participant service calls answered - within how many seconds or rings?	
Email / written correspondence responded to - within how many days from receipt?	
Phone calls/voicemails returned - within how many hours?	
Formal complaints are acknowledged - within how many days?	
Formal complaints are resolved - within how many days?	
Stale dated check processing - within how many days?	

## **VII. PARTICIPANT SERVICES**

### **A. SECURE WEBSITE**

1. Can participants change their deferral amount using the on-line retirement account web site?
2. Can participants model and request a loan using the on-line retirement account web site?
3. Can participants request a distribution using the on-line retirement account web site?
4. Can participants access fund and account information on the Internet using different time periods?
5. Can participants generate the most recent and historical quarterly statements online?
6. Can Plan Sponsor reports be accessed through the Internet?
7. Please provide the User Name and Password for the participant Web Demo Site:

- a. **Web Address**
- b. **Demo User ID**
- c. **Demo Password**

8. Please provide the User Name and Password for the Plan Sponsor Web Demo Site:

- a. **Web Address**
- b. **Demo User ID**
- c. **Demo Password**

9. In the table below please indicate (“Yes” “No” or “N/A”) for inquiries/transactions that are available via the Interactive Voice Response System (IVR), Participant Service Representatives (PSR), or the secure participant website

Inquiry/ Transaction	IVR	PSR	Website
Plan Summary Highlights			
Beneficiary Designation			
Beneficiary Maintenance/ Changes			
Request a PIN Change or replacing a lost PIN number			
Retirement Planning Calculator			
Change Voluntary Deferral Rates			
Change Investment Election			
Trading Deadline for participant Initiated Transfers and Exchanges (ET)			
Current Unit Value or Share Prices			
Summary of Account Activity			
Fund Transfer by %			
Fund Transfer by \$			
Account Rebalance			
Account Balance by Money Source			
Account Balance by Investment			
Personal Rates of Returns			
Year-to-date Contributions			
Investment Fund descriptions			
Investment Fund Historical Returns			
Loan Modeling			
Loan Initiation			
Obtain Loan Payoff Amount and Instructions			
Receive Outstanding Loan Balance(s)			
Hardship Withdrawal Initiation			
Termination Distribution Amount Available			
Termination Distribution Initiation			
Request Prospectuses or Other Literature			
Request to re-issue a quarterly statement			

## **B. IVR – INTERACTIVE / AUTOMATED VOICE RESPONSE SYSTEM**

1. During what hours is your firm’s automated toll-free touch-tone telephone voice response system available to participants?
2. Does your firm's voice response system use voice recognition technology?
3. How do participants receive confirmations from transactions executed via the voice response system, PSR or online (e-mail, paper, etc.)?
4. Do participants have the ability to choose how they would like to receive confirmations?
5. Does the plan sponsor have the ability to define how participants will receive confirmations?
6. Does your firm have safeguards for voice response generated transactions such as withdrawal check disbursements, deferral changes and fund transfers?
7. Does your firm have procedures in place to assure that participant data is kept completely confidential? Please detail.
8. How are PINs initially set up for participants (mailed, automatic)?
9. What is your process/timing in providing lost PINs or passwords to the participants?
10. Are participants locked out of the system after invalid attempts?
11. If so, how many attempts?
12. Does your IVR offer the ability to “opt out” to a live representative?
13. Is the participant’s information captured prior to reaching a live representative, not requiring participants to repeat their identifying information for the representative?
14. How many call centers do you maintain?
15. Please provide a demonstration number and PIN for the voice response system.
  - a. **Demo Number**
  - b. **Account Number**
  - c. **PIN Number**
16. Does the IVR toll free number directly access the recordkeeping system?
17. If no, how is consistency of information ensured?

## **C. PARTICIPANT SERVICE REPRESENTATIVES (PSRs)**

1. Does your Participant Call Center employ escalation procedures to address participant questions prior to referring a participant to the County?
2. How many dedicated Participant Service Representatives answer the phones?
3. What was your average daily call volume from July 1, 2015 through December 31, 2015?
4. What hours and days are the Participant Service Representatives available?
5. Do the account manager, plan administrator, and participant service center interact to discuss trends in participant behaviors and call trends observed?

6. How do you ensure the accuracy and validity of transactions processed by your PSRs as opposed to IVR and Internet?
7. Are there procedures in place to maximize problem resolution during the initial employee contact with the Participant Service Representatives?
8. Are all service center phone calls recorded?
9. If not, how does your firm track phone calls to the Service Center?
10. Describe any successful efforts to minimize employee inquiries with respect to the plan.

## **VIII. INVESTMENT MANAGEMENT SERVICES**

1. Number of proprietary funds that your firm would make available to the Nassau County 457 Plan.
2. Number of non-proprietary funds that your firm would make available to the Nassau County 457 Plan.
3. Does your firm have plans to enhance your investment offerings over the next two years?
4. How are the fund management fees disclosed to Plan participants?
5. Does your firm impose any restrictions and/or limitations on the non-proprietary investments you are offering?
6. Maximum number of funds that can be offered without an additional fee.
7. Does a certain amount of money need to go into your proprietary investments?
8. If the Nassau Deferred Compensation Board decides to change, add or delete an investment offering, will you charge Nassau County for this change?
9. Please detail the steps you take upon notification by the Board that a fund is to be replaced with another fund. Please include a representative timeline.
10. Does your firm allow Nassau County to develop customized asset allocation models?
11. Does your firm have any restrictions for building asset allocation models?
12. Does your firm provide services that will assist participants in determining the appropriate asset allocation options?
13. If advice is offered, is it in-house or via a third party?
14. Is there an additional fee for the advice service you are offering?
15. What fiduciary responsibility do you or the third party assume if advice is provided?
16. Does your firm have the ability to provide an automatic feed of account balances and related participant information from your system to the investment advice provider?
17. Does your firm offer participants the option to automatically rebalance their investments?
18. Is there a fee to the employee for automatic rebalancing?

### **TARGET DATE FUNDS**

19. Do you offer dynamic (age-based) asset allocation funds?
20. Which family/families of target date funds would you offer?

21. Do you have the capability of creating target date funds utilizing the core investment options available in the Nassau County Deferred Compensation Plan?
22. What is the average expense ratio of the recommend target date series?
23. What is the frequency of rebalancing for your asset allocation funds?
24. For your recommended target date funds, are the underlying funds actively or passively managed?
25. How many underlying funds make up the target date funds you are recommending?
26. Are the target retirement date funds you are recommending proprietary or non-proprietary funds?
27. Describe the available vehicles in which the product is offered (mutual fund, commingled or separate account).
28. Are the target date funds managed to the retirement date or through the retirement date?
29. Does your firm have the capability to map the Plan assets to the target date funds?
30. Does your firm have the capability to utilize the target date funds you are recommending as the default option?
31. Please attach separately the glide path as well as the asset allocation for the target date funds you are recommending.

#### **STABLE VALUE /GUARANTEED INVESTMENT**

32. What stable value or Guaranteed fund would you recommend for the Nassau County Deferred Compensation Plan?
33. Please state why the features of your proposed stable value product meet the requirements of the Rules and Regulations of the New York State Deferred Compensation Board
34. Is the stable value product you propose a general account or a pooled account?
35. Is the stable value / GIC a core asset managed by your firm?
36. What fees are associated with your stable value / GIC fund that you are proposing?
37. What was the stable value annualized performance for 2015, net of all fees (what return was credited to participants)?
38. How frequently does the interest rate reset?
39. Is the interest rate guaranteed?
40. How long is the interest rate guaranteed for?
41. If Nassau County was a current client, what interest rate would be credited on current deposits?
42. Does the fund you propose have a minimum rate guarantee to participants? If so, for how many years?
43. Are there liquidity restrictions in the stable value / GIC fund with regard to plan sponsor termination?
44. Are there any liquidity restrictions in the stable value / GIC fund with regard to employee directed withdrawals?
45. Has the stable value fund you propose ever restricted participant withdrawals?
46. Do you allow a "competing" money market or short-term bond fund?
47. If you allow a competing fund, are there any restrictions or penalties associated with participants moving assets from the stable value fund to a competing fund?

48. Please attach separately an overview or fund fact sheet for the stable value / GIC fund selected including fund manager, tenure and assets under management.
49. Would your firm permit Nassau County to select a stable value fund other than the fund you proposed?
50. If a stable value fund other than your recommended fund is selected, would this change your revenue requirement?

### **SELF-DIRECTED BROKERAGE**

51. A small number of participants utilize a self-directed brokerage account. Fully describe your self-directed brokerage option features, program design requirements, and all related fees including annual account fees and/or brokerage transaction/commission fees.
52. Describe any third parties involved in offering of the self-directed brokerage account services and explain their role.
53. Does your self-directed brokerage account require any minimum balance? Describe what happens if minimum balances are not maintained.
54. Can your brokerage account restrict a participant from investments that are ordinarily not permitted in trustee retirement plans or a part of a "restricted list" established by the plan sponsor (e.g., no precious metals, futures, margin trading, options, commodities, collectibles, short sales, real estate, etc.)?
55. Describe the rules for transferring from the core options into the brokerage accounts and vice-versa. Are there any restrictions with respect to the transfer of balances between your core defined contribution investment alliance funds and the self-directed brokerage account?
56. How are self-directed brokerage account balances treated for purposes of the following:
  - a. Regular benefit or unforeseeable emergency distributions
  - b. IRC required and minimum distributions
  - c. Domestic relations orders
  - d. Death benefit claims
  - e. Federal tax levies
  - f. Loans
57. During what hours of the day are client service brokerage representatives available to respond to participant trading questions and inquiries?
58. What information from the self-directed brokerage account is reflected and reported on the core participant quarterly statement and on quarterly plan-level reports provided to the plan sponsor?
59. What are the costs associated with a self-directed brokerage account? Include the annual, transaction, and any other costs.
60. Will the County be required to execute a separate contract for self-directed brokerage accounts? If so, provide a copy of the contract.

## **REDEMPTION FEES**

61. Does your firm currently apply any redemption fees on any of the investment options suggested for the Nassau County Deferred Compensation Plan?
62. If yes, please list the schedule of fees to include the restricted time period and the penalty fee percentage/amount.
63. If yes, does your recordkeeping system have the capability to utilize “first in first out” (FIFO) accounting for share liquidations?
64. If yes, are any of the following subject to this redemption fee:
  - Exchanges**
  - Lump-sum Distributions**
  - Loans**
  - Hardship Withdrawals**
65. If yes, does your firm notify employees when they are about to execute a transaction that may trigger a redemption fee on their account?
66. How does your firm notify the employees?

## **MANAGED ACCOUNTS**

67. Please describe your capabilities for making investment advice available to participants through managed accounts.
68. What fees would be associated with investment advice services provided to participants?
69. How would investment advice services be communicated and delivered to participants?
70. Please provide a list of at least 3 governmental plan clients for whom you or an affiliate provide investment advice and managed account services.
71. Does your investment advice service follow the relevant guidelines applicable to ERISA-regulated plans (i.e., the Pension Protection Act and ERISA Section 408(g))?

## **IX. ENROLLMENT, EDUCATION and COMMUNICATION**

1. Number of meetings/days your firm is proposing for plan conversion.
2. Number of meetings/days your firm is proposing for ongoing enrollment/education.
3. Do you have the capability to provide additional on-site enrollment services/presentations at departmental locations if Nassau County requested them?
4. If so, what would the cost be for additional on-site presentations at the departmental locations?
5. On an annual basis, describe the proposed frequency of communications with the participants and the Plan Sponsor.
6. Please provide separately samples of proposed communication and education materials.
7. Will you provide a customized communication/enrollment materials branded with Nassau County logo and art?
8. Is there an additional fee for communication materials to be customized with the Nassau County logo?

9. Can the content of the communication materials be customized for the Nassau County Deferred Compensation Plan?
10. Would there be an additional fee for content customization?
11. Please provide separately a sample enrollment kit/guide that the Nassau County Deferred Compensation Plan participants would receive upon hire.
12. Are the communication & education materials prepared in-house or by an outside vendor?
13. Does your firm have the ability to target specific population segments or individuals?
14. How does your firm measure the success of participant communication programs?
15. Will you provide client referrals who will verify the success of communication programs?

## **X. TRUSTEE SERVICES**

1. Please identify the proposed trustee.
2. What is the vendor's formal relationship with the proposed trustee?
3. Is the proposed trustee active or passive in performing the obligations of a trustee?
4. Who will have custody of the Nassau County Deferred Compensation Plan assets?
5. Are the trustee fees included in your required revenue?
6. Will the proposed trustee acknowledge the fiduciary responsibilities associated with being a directed trustee?
7. How long has your firm provided trustee services?
8. What is your turn-around time on check issuance?
9. Is the trustee firm independent of the responding vendor?
10. Do you process state tax withholding?
11. Is the trust accounting system integrated with the recordkeeping system?
12. Please attach separately a copy of the custodial trust agreement.

## **XI. IMPLEMENTATION**

1. Do you provide a dedicated conversion team?
2. Please complete the following table with respect to the team that you would assign to the Nassau County Deferred Compensation Plan conversion and what their roles would be.

<b>Role in the Nassau Conversion</b>	<b>Name</b>	<b>Tenure with your firm</b>	<b>Years of Retirement Industry Experience related to Conversions</b>	<b>Expected Number of other Conversions worked on during Nassau Conversion</b>	<b>Number of Conversions Completed</b>
Conversion Manager					
Conversion Analyst					
Compliance Consultant					

3. Please provide the location of the conversion team that would be assigned to Nassau County.

4. What was the turnover among your conversion staff in each of the past three years?
5. How many conversions of plans with 3,000 or more participants have you conducted in the past five years?
6. Specify the blackout period you propose for new loans, withdrawals, and investment transfers on your side of the conversion.
7. For conversions that have taken place within the past 12 months, what has the average conversion been from the time your firm receives the data file from the prior recordkeeper?
8. What is the latest date you could be notified of your selection as a service provider for a successful March 2017 conversion for the plan?
9. What would be the optimum length of time you would recommend for a smooth transition of the Nassau County plan?
10. Do you foresee any obstacles in a conversion from Prudential? How many plans have you converted from this vendor since January 2014?
11. Will this conversion have an impact on participants already receiving monthly benefit claims?
12. Do you have a specified data format for conversion files? If not, please list formats that you may work with.
13. What is your recommended method for handling investments during the conversion process?
14. Will the conversion team conduct weekly status update conference calls throughout the implementation process?
15. Please attach a separate sheet providing a detailed timeline (steps and timing) which identifies key dates and actions in your firm's conversion process. You may assume a September 1, 2016 conversion commencement date.
16. Do you assume the responsibility of keeping Nassau County informed of issues or concerns that could negatively impact the stated timeline?
17. Will your firm commit to conversion timeline guarantees with financial penalties for failure to meet deadlines?
18. Will your firm provide Nassau County with a conversion reconciliation before the plan comes out of blackout?

#### **RECORDKEEPING / ADMINISTRATION**

19. Describe how the following transactional information would be supplied to you:

**Enrollment**  
**Transfers**  
**Contribution Rate Changes**

20. Describe how you would interface with Nassau County with respect to plan distributions.
21. Can you provide each participant with a quarterly statement of their account reflecting adjustments to the account during the period from the last statement date?

## **XII. FEES and EXPENSES**

1. Are there any surrender charges or penalties that Nassau County or its participants may incur if Nassau County terminates your contract early? If so, please quantify.
2. Are there any market value adjustments that Nassau County or its participants may incur if Nassau County terminates your contract early? If so, please quantify.

3. If Nassau County is not required to pay hard dollars for any services, how would you honor performance guarantees?
4. For what period of time (number of years) are you willing to guarantee that the fees included in this proposal will not increase, and performance guarantees not change?
5. Are charges imposed for adding or changing investments in the plan investment line-up?
6. Please provide the "all in" revenue in basis points that your organization would need each year to administer the Nassau County Deferred Compensation Plan.

**Revenue Requirement in basis points:**

**Total Revenue Requirement in \$:**

7. Please provide the "all in" revenue figure that your organization would need each year to administer the Nassau County Deferred Compensation Plan expressed as a per participant fee.

**Revenue Requirement as a per participant fee:**

**Total Revenue Requirement in \$:**

8. Are all of the services proposed in this response included in your "all in" pricing?
9. Are the fee structure options presented based on a particular share class or investment lineup for the plan?
10. If Nassau County chooses all no-load or index funds, would this impact your net revenue requirement?
11. Please list the services that are not included in your "all in" pricing. This should include any costs that would be passed through to Nassau County or participants?.
12. Will you provide an annual fee and revenue reconciliation to Nassau County?
13. To the extent that revenue sharing amounts exceed your firm's recordkeeping costs, will your firm provide such excess to Nassau County for the payment of plan-related expenses?
14. What factors does your firm consider in determining future fee increases/decreases and when they are to occur?
15. Complete the Fee Worksheet to identify fees for all services that you are proposing to provide, as described in your response to the previous sections of this RFP. If any service you are proposing to provide is not covered in this fee proposal, specify the service and add it to the worksheet.

Regular Annual Charges (Direct Fees)	
Implementation Fees	Amount
Participant record set-up:	
System Programming:	
Asset reconciliation:	
Training plan sponsor representatives:	
Coordinating processing:	
Takeover Loans:	
Asset Transfer coordination:	
Record transfer coordination:	
Plan Analysis:	
Staff Training:	
On-line Access System:	
Participant Statement design:	

Ad-hoc Report Development:	
Trust Implementation Fees:	
Other: (list)	
<b>Annual Recordkeeping Fees</b>	
Per Active participant fee:	
Per Inactive participant fee:	
Terminated employees with account balances fee:	
Per Eligible participant fee:	
Eligibility Tracking:	
Beneficiary elections:	
Participant Statements:	
Ad-hoc Reports:	
Staff Training:	
System Programming:	
<b>Compliance Fees</b>	
Calculation of Refunds and earnings:	
Summary activity statistics:	
Corporate Quarterly reports:	
Plan Highlights / Summary creation:	
Printing of the Plan Highlights / Summary:	
Distribution of Plan Highlights / Summary to Employees:	
Access to a technical resource group (e.g., ERISA attorneys):	
Other: (list)	
<b>Administration Fees</b>	
Plan Sponsor Access to system:	
Contribution Rate Changes:	
Termination Distributions:	
Hardship Withdrawals:	
Fund Transfers/Reallocations:	
Loans – Set Up:	
Loans – Maintenance:	
QDRO Charge:	
DRO qualification:	
QDRO processing:	
Age 70 ½ RMDs:	
Investment Advice:	
Distributions/1099-R / Lump sum/Installments:	
PIN letters and VRU brochures:	
Manual checks (stop payments / reissue):	
Investment Election Changes:	
Contribution Rate Changes:	

Participant statements mailed to home address - Quarterly	
Participant statements mailed to home address - On-demand	
Confirmation statements mailed to home address:	
<b>Trustee Fees</b>	
Annual Trustee fees including all check processing fees:	
Stop Payments:	
Quarterly Statements:	
Form 1099 Production and delivery:	
Asset-based fees:	
Portfolio-based fees:	
Transaction-based fees:	
Wire fees:	
<b>Employee Communication and Education Fees</b>	
Enrollment Materials:	
Awareness Materials (posters, audio tapes, webinars, etc.):	
Ongoing Education program:	
Other: (be specific)	
<b>Other Fees / Fee Guarantees</b>	
Other Fees (specify) Wrap / Asset Based / Hard Dollar	
Any and all other fees not disclosed above must be disclosed here	
Fee Guarantee - Number of Years	

A person authorized to execute contracts of this scope must sign a hard copy of this RFP response.

\_\_\_\_\_

**Authorized Representative and Vendor Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

**APPENDIX C**  
**BUSINESS HISTORY FORM**

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

**NOTE: All questions require a response, even if response is “none” or “not-applicable.” No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: \_\_\_\_\_

1) Bidder's/Proposer's Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

\_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Phone : \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

6) The bidder/proposer is a (check one): \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

Other (Describe) \_\_\_\_\_

\_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

8) Does this business control one or more other businesses?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, please provide details \_\_\_\_\_

\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details. \_\_\_\_\_

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10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

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11) Has the bidder/proposer, during the past seven years, been declared bankrupt?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

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12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such investigation \_\_\_\_\_

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13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such investigation \_\_\_\_\_

---

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such charge. \_\_\_\_\_

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b) Any misdemeanor charge pending?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such charge \_\_\_\_\_

---

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such conviction \_\_\_\_\_

---

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such conviction. \_\_\_\_\_

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e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such occurrence \_\_\_\_\_

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15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such instance. \_\_\_\_\_

---

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

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Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state “No conflict exists.”**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_  
\_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_  
\_\_\_\_\_

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.



**APPENDIX D**  
**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

1. Principal Name \_\_\_\_\_  
Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? Y E S  
\_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO \_\_\_\_; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such instance.
  
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such instance.
  
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such instance.
  
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
  
- b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
  
- c) Is there any administrative charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
  
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such conviction.
  
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

**1. Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**2. No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

**3. Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

**4. Minimum Service Standards.** Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

**5. Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

**6. Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

#### **7. Assignment; Amendment; Waiver; Subcontracting**

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### **8. Work Performance Liability**

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**9. Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability

of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**10. Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**11. Limitations on Actions and Special Proceedings Against the County**. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**12. Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**14. Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**15. Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of

receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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- 5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
**Notary Public**

**APPENDIX F**

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: \_\_\_\_\_

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

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: \_\_\_\_\_ Public Corp    \_\_\_\_\_ Partnership    \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd. Liability Co    \_\_\_\_\_ Closely Held Corp    \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

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(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## **APPENDIX G**

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

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I understand that copies of this form will be sent to the Nassau County Department of Information Technology (“IT”) to be posted on the County’s website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.