

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: 402- 441-7410
LINCOLN, NEBRASKA 68508 FAX : 402- 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 07-160

Lancaster County intends to enter into a contract and invite you to submit a sealed proposal for:

PENSION CONSULTATION SERVICES - REBID

MEETING OR EXCEEDING COUNTY SPECIFICATIONS

Lancaster County, Nebraska, is soliciting proposals from qualified investment consultants of demonstrated professional competence and experience to perform plan review and investment-related services for the County in regard to its retirement plan.

Sealed Proposals will be received by Lancaster County on or before **12:00 noon Wednesday, May 16, 2007** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the First Floor of the "K" Street Complex.

Bid Specification and initial bidders list may be down loaded off the City/County Purchasing Division web site at: www.lincoln.ne.gov , search "Bid", select current year, select bid specification listed above.

Proposers should take caution if U.S. mail or delivery services are used for the submission of their responses. Mailing should be made in sufficient time for response to arrive in the Purchasing Division prior to the time and date specified above. Late proposals will not be considered.

COMMISSIONERS

*BERNIE HEIER * LARRY HUDKINS * DEB SCHORR * RAY STEVENS * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer*

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit four (4) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initiated by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes WILL be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed to best serve County requirements.
- 10.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

11. TERMINATION/ASSIGNMENT

- 11.1 The County may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 12.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. AFFIRMATIVE ACTION

- 15.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

SPECIFICATIONS AND REQUIREMENTS

PENSION CONSULTATION SERVICES

1. PURPOSE

- 1.1 The purpose of this RFP is to provide qualified pension and investment consultants of demonstrated professional competence and expertise (hereinafter referred to as "Consultant") with information to enable them to prepare and submit a proposal (offer) for providing retirement plan review and investment-related services for the County Employees Pension Program to meet the needs of Lancaster County (hereinafter referred to as "County").
- 1.2 The County has established a pension review committee comprised of twelve to fifteen county managers and employees organized by the County Board's Chief Administrative Officer, consisting of representatives from management, unions, benefits and fiscal offices.
 - 1.2.1 The pension review committee is in place to review the County's pension and deferred compensation plans and advise the Board of issues and concerns.
- 1.3 It is the County's desire to obtain fee structures based on different phases and tasks as outlined in these specifications.
 - 1.3.1 It shall be noted that the identified tasks are not all inclusive of the activities associated with each phase, but shall act as a guideline for preparation of the fee structure.
 - 1.3.2 **PLEASE NOTE: Proposers may submit Fee Schedule for one or all four phases listed on the Proposal Form.**

2. CONSULTANT RESTRICTIONS

The successful consultant will not be allowed to directly or indirectly provide pension administration, trust services or act as broker/dealer on behalf of the County. The services to be provided are limited to those specified herein as the responsibility of consultant.

3. TERM OF THE CONTRACT

- 3.1 The contract shall be for a one (1) year period.
 - 3.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for twelve (12) consecutive months.

4. INFORMATION OR INQUIRIES

- 4.1 All inquiries regarding these specifications shall be directed via email or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) or fax to: (402) 441-6513.
 - 4.1.1 These inquiries and/or responses shall be distributed to proposers as an addenda.
 - 4.1.2 The County shall only reply to written inquiries received within five (5) calendar days of proposal opening.

5. RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY

- 5.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an independent contractor for all purposes and in all situations.
- 5.2 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 5.3 Each party shall be responsible for its own negligence and the negligence of its employees.

6. LIABILITY INSURANCE

- 6.1 Contractor shall comply with all insurance requirements as listed in the attached document, Insurance Clause For All County Contracts.

7. **PROGRAM BACKGROUND**

- 7.1 The County's retirement plan was originally adopted by the County of Lancaster on July 21, 1964, pursuant to Neb. Rev. Stat. 23-1118 (Cum. Supp 2004).
- 7.2 The Plan has remained continually in existence from that date until the present time and is a qualified governmental plan under Section 414(h) of the Internal Revenue Code.
- 7.3 Employees are eligible to participate in the Plan upon the attainment of age 21 if they have been continuously employed by the County for not less than six consecutive months.
 - 7.3.1 such employees may participate in the Plan upon approval by the Lancaster County Board.
 - 7.3.2 Employees who have attained the age of 25 and have completed one year of service automatically become participants in the plan as of the first day of the month coinciding with or next following the date on which such requirements have been met.
- 7.3.3 Participation is voluntary for those employees who begin their employment after attaining age 55 upon completion of one year of service.
- 7.3.4 Specified unclassified employees may elect to become participants in the plan as of the first day of any month following their date of employment.
- 7.4 The plan contains approximately 84.4 million dollars in assets and has 1,380 participants as of the 1st of January, 2007.
 - 7.4.1 The County also offers a 457 Deferred Compensation Plan through the same provider which has approximately 8.7 million dollars in assets and 444 participants as of the 1st of January, 2007.

8. **SCOPE OF SERVICES**

- 8.1 The principal duty of the Consultant is to act in the capacity as a pension consultant to the Board of County Commissioners of Lancaster County, Nebraska and its designated pension review committee to assist the Board in reviewing the County's existing pension plan, including the investment array and investment performance, and deciding whether to renew the contract with the existing provider or request proposals for one or more companies to provide the following services for its pension plan:
 - 8.1.1 Day to day record keeping;
 - 8.1.2 Determine eligibility to participate
 - 8.1.3 Calculate vesting percentages;
 - 8.1.4 Accept contributions to the plan;
 - 8.1.5 Allocate contributions to participant account;
 - 8.1.6 Invest, manage and control contributions;
 - 8.1.7 Produce and distribute account statements;
 - 8.1.8 Verify distributions;
 - 8.1.9 Make plan distributions at direction of Plan Administrator;
 - 8.1.10 Safely and accurately manage the plan's assets;
 - 8.1.11 Draft and amend plan documents as needed to ensure the plan remains a qualified governmental plan pursuant to Internal Revenue Code, 414(h);
 - 8.1.12 Negotiate with and select companies that provide access to investments, including mutual funds, bonds, group investment contracts, money market accounts, and such other investments as are deemed desirable and appropriate by the Lancaster County Board.
 - 8.1.13 Educate employees of the County in accordance with the Internal Revenue Code, Sections 404(c)

9. **PHASE 1 AND TASKS - INITIAL PENSION PLAN REVIEW**

- 9.1 Phase 1 shall be completed prior to July 1, 2007
- 9.2 **Task 1:** Initial pension plan review shall include review of the County's existing pension program, making recommendations based on industry standards (Note: Copies of the County Employees Retirement Plan and the Provider Agreement with Nationwide are attached hereto as Exhibits 1 and 2 for your reference).
- 9.3 **Task 2:** Development of an investment strategy including recommendations on whether the County should bundle or unbundle the pension services that are not being provided to the County and plan participants by Nationwide Retirement Solution.
- 9.4 **Task 3:** Recommendation to the Lancaster County Board and Pension Review Committee on whether the Board should renew its present provider agreement with Nationwide Retirement Solutions for a period of five years, or whether a notice of non-renewal should be given.

10. PHASE 2 AND TASKS - DEVELOPMENT OF INVESTMENT PLAN

- 10.1 The investment policy services to include, but not limited to the following:
- 10.2 **Task 1:** Advise the Committee with respect to the adequacy or need for modification of the County's investment policy; Consultant should provide a detailed explanation to the Board and Committee regarding the advantages or disadvantages of using a single source (turnkey) provider versus a multiple source (broker-dealer) pension service provider.
- 10.3 **Task 2:** Advise whether a single source (turnkey) provider or multiple source provider should be utilized for the following services;
 - 10.3.1 Plan document development and amendment;
 - 10.3.2 Plan administration;
 - 10.3.3 Investment services;
 - 10.3.4 Trustee services.

11. PHASE 3 AND TASKS - ASSISTANCE IN BIDDING

- 11.1 Contractor shall assist in the following tasks if review of the current plan warrants change from our current provider:
- 11.2 **Task 1:** Assist in the development of an RFP to be sent to single and/or multiple source pension providers.
- 11.3 **Task 2:** Make recommendations regarding providers of pension services that the Board should solicit to submit proposals for pension services.
- 11.4 **Task 3:** Upon receiving the proposals by interested pension service providers, consultant will review the proposals and make recommendations to the Board and Committee regarding consultant's evaluation and ranking of such providers and the reasons therefore.

12. PHASE 4 - AS-NEEDED INVESTMENT ADVISE

- 12.1 The County may choose to contract with the consultant to request additional assistance, from time to time. The Contractor shall establish a fee schedule for any additional services which include the following:
 - 12.1.1 Monitor asset class diversification and make recommendations when appropriate.
 - 12.1.2 Evaluate and monitor mutual funds for performance and compatibility with the stated investment policy, and make recommendations for funds to be included in, or deleted from the investment array.
 - 12.1.3 Evaluate fixed accounts and make recommendations regarding adequacy of return rate and available options.

13. SELECTION PROCESS

- 13.1 Selection of the Consultant shall be made by the Lancaster Board of Commissioners based on the proposer deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.
 - 13.1.1 Negotiation of the program details, space, etc. shall be conducted with the selected Consultant.
 - 13.1.2 The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

14. COMPENSATION FOR SERVICES

- 14.1 Consultant shall submit with its proposal a detailed explanation of the fees that Consultant will charge for the services provided herein.
 - 14.1.1 The fees may be quoted on an hourly basis or submitted as a fixed fee to cover all services described by phase/task up to a quoted number of hours that Consultant deems appropriate for the provision of the services requested herein.
 - 14.1.2 Consultant should also set forth any expenses that the County will be billed for in addition to the hourly rate or fixed fee submitted in response to this RFP, and the manner of calculating expenses that are unknown at the time your proposal is submitted.

15. CONTRACT PROCEDURES AND PROVISIONS

- 15.1 The enclosed contract, proposal and addenda provided to the County by the contractor shall comprise the entire contract of the parties.
 - 15.1.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
- 15.2 All other expenses incurred in the implementation and operation of Pension Consultation Services not mentioned herein will be borne by the contractor.
- 15.3 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.
- 15.4 The County reserves the right to award the contract on a single phase basis or total project basis; such as shall best serve the requirements and interests of the County.

16. TERMINATION

- 16.1 Any agreement generated as a result of this process may be terminated at any time by either party in consideration of 90 days written notice.
 - 16.1.1 Such notice shall be forwarded to the most current address of the recipient and shall be sent by registered mail.
 - 16.1.2 It is further agreed that prior to the sending of a "Notice of Intent to Terminate", the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the contract.

**PROPOSAL
SPECIFICATION NO. 07-160
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, May 16, 2007**

The undersigned, having full knowledge of the requirements of Lancaster County for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the County the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

PENSION CONSULTATION FEE SCHEDULE

NOTE: PROPOSER MAY PROVIDE A FEE SCHEDULE FOR ONE OR MORE PHASES

1. Outline your fee schedule for services listed and described in this RFP (fee may be a flat lump sum or an hourly rate with maximum number of hours per task).

1.1 Phase 1 - Initial Pension Plan Review: _____

1.2 Phase 2 - Review of Investment Plan: _____

1.3 Phase 3 - Assistance in Bidding: _____

1.4 Phase 4 - As-Needed Investment Advice: _____

Comments: _____

2. Provide a detailed listing of any additional expenses not included in the fee for service structure (ie., travel, hotel, phone, copies, computer time, etc.)

3. If hired, will your firm received any other form of compensation for providing the services requested (ie, commissions, finder fees, etc.) If yes, explain in detail.

NO BID SECURITY REQUIRED

INTER-LOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from Lancaster County.

___ **YES** ___ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 4 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC.: 07-160**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ONLY THE NAMES OF THE PROPOSERS WHO RESPOND WILL BE READ AT THE PUBLIC BID OPENING. SUCCESSFUL PROPOSERS OFFER WILL BE MADE PART OF THE FINAL CONTRACT INCLUDING ANY NEGOTIATED DETAILS.

CONSULTANT QUESTIONNAIRE

Pension Consultant Services

RFP #07-160

This questionnaire shall be completed (for convenience, you may answer the questions on a separate sheet referencing the question number) and submitted along with (4 complete sets) of the following information:

- A. Your Price Proposal including all estimated expenses and signature page
- B. Letter detailing your company and personnel (include any pertinent certifications or licenses)
- C. Any confidential, separately bound, information

-
-
1. **ACCOUNT MANAGER:** List the designated Account Manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the County:

NAME and TITLE: _____

LOCATION: _____

CITY/STATE: _____

PHONE: _____ FAX: _____ EMAIL: _____

LIST DISTANCE FROM LINCOLN, NE (if not in Nebraska) : _____

NUMBER OF YEARS WITH YOUR FIRM: _____ In Industry: _____

2. **ORGANIZATION:**

- 2.1 Legal name and address of your company;

NAME and TITLE: _____

LOCATION: _____

CITY/STATE: _____

PHONE: _____ FAX: _____ EMAIL: _____

- 2.2 Years in existence; _____

- 2.3 On a separate sheet, provide a brief history of your organization, including any anticipated changes in ownership of your firm during the next twelve (12) months.

- 2.4 State whether your firm, its parent or affiliate, is a registered investment advisor with the SEC under the Investment Advisors Act of 1940:

YES NO: Comments: _____

- 2.5 Is there any active litigation or regulatory action involving your firm or its personnel? If so, please provide details.

2.6 Describe all insurance maintained by your company as coverage for errors and omissions, professional liability or fiduciary breaches.

2.7 Indicate the overall staff size and experience of your organization. State the names and professional experience of all professional staff that would be providing consultation services pursuant to this Request for Proposal.

2.8 Indicate how your company maintains its independence from the investment management community (managers, brokers, custodians, fund companies).

2.9 Are there any circumstances specifically related to your investment activities under which your firm, its officers or employees, received direct or indirect compensation from investment managers? If so, please describe in detail such circumstances.

3. **CLIENT SERVICES:**

3.1 Please describe the investment professional or professionals that would be dealing directly with Lancaster County in providing the consultant services requested herein. Provide detailed biographical information, including years with your firm, for each member of the proposed consultant team.

3.2 Provide an organization chart indicating individuals or positions and management structure:
(Separate sheet labeled "Organizational Chart".)

3.3 Where would the consultant or team be located?

3.4 Has the consultant performed the type of pension consultant services called for herein for a sponsor of a qualified governmental pension plan? If so, please list the sponsors of all such plans, identify a contact person of each plan sponsor, and provide the dates of consultation.

3.5 List all sponsors of non-governmental pension plans for which your company has provided pension consultation services similar in nature to the services requested herein, and identify a contact person of each plan sponsor.

4. **INVESTMENT POLICY AND PENSION PROVIDER SERVICES:**

4.1 Describe your philosophy on the creation and use of investment policy statements.

4.2 Describe the process that would be used to create an investment policy statement for the County of Lancaster.

4.3 Describe your experience in developing investment policy statements for pension providers.

4.4 Describe the process that would be used to determine whether Lancaster County should renew its existing contract with Nationwide Retirement Services or enter into a new pension service agreement.

4.5 Describe the process that you would utilize to determine whether the County should use a bundled or unbundled approach to obtaining pension services.

4.6 Describe the process that would be utilized in soliciting Proposals for a provider of pension services.

4.7 Describe your experience in developing and soliciting Proposals for pension plan service providers.

4.8 Describe your experience providing pension consultation services to plan sponsors of retirement plans with more than one hundred participants.

4.9 Describe the nature and extent of your access to pension plan service providers.

4.10 Describe the evaluation process that you undertake to rank the proposals of providers of pension plan services.

5. **REFERENCES:** Provide references for three **Pension Investment contracts of similar size and complexity to the County's project** that you have successfully completed.

5.1 FIRM NAME : _____

CONTACT NAME & TITLE: _____

LOCATION: _____

CITY/STATE: _____

PHONE : _____ FAX: _____

EMAIL: _____

Term of the Contract (yrs/months): _____

Approx. Plan Value: \$_____

5.2 FIRM NAME: _____
CONTACT NAME & TITLE: _____
LOCATION: _____
CITY/STATE: _____
PHONE : _____ FAX: _____ EMAIL: _____
Term of the Contract (yrs/months): _____ Approx. Plan Value: \$ _____

5.3 FIRM NAME: _____
CONTACT NAME & TITLE: _____
LOCATION: _____
CITY/STATE: _____
PHONE : _____ FAX: _____ EMAIL: _____
Term of the Contract (yrs/months): _____ Approx. Plan Value: \$ _____

6. CONTRACT NOT RENEWED: List references for firms which have chosen NOT to renew an existing contract with your company including the reason for non-renewal (i.e., price, service no longer needed, company moved , etc.).

6.1 NAME and TITLE: _____
LOCATION: _____
CITY/STATE: _____
PHONE : _____ FAX: _____ EMAIL: _____
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: _____ NO. OF COPIERS: _____
REASON: _____

6.2 NAME and TITLE: _____
LOCATION: _____
CITY/STATE: _____
PHONE : _____ FAX: _____ EMAIL: _____
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: _____ NO. OF COPIERS: _____
REASON: _____

7. CLAIMS AND DISPUTES: Consultant shall disclose, in writing, any and all claims or disputes resulting in fines, penalties, or censure from any governmental entity (if additional space is needed to explain attach a sheet on your firm's letter head with additional information):

8. MAILING LISTS: The selling of any mailing list containing names of County's departments, divisions, agencies, or employees address and/or phone/fax/email is prohibited. Mailing of promotional items/materials may only be permitted with prior written approval of the City/County Purchasing Division and/or County Board.

Indicate if this condition is agreeable: ___ YES ___ NO

COMMENTS: _____

COMPANY NAME

BY (Signature)

DATE

(Print Name)

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

**SAMPLE CONTRACT
PENSION CONSULTATION SERVICES**

Specification 07-160

vendor address and name

**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of _____ 2007, by and between _____ hereinafter called Contractor, and Lancaster County, Nebraska, a political subdivision, hereinafter called the County.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Vendor address and name; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:
2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

DOLLAR VALUE

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. The Work included in this Contract shall begin upon notice to proceed by the County. The work shall be completed within ____ calendar days of the notice to proceed.
5. GUARANTEE: A performance bond in the full amount of the Contract shall be required. This bond shall remain in effect during the guarantee period as stated in the specifications.

6. The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Performance Bonds
6. The Special Provisions

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster County, Nebraska

Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member