



Fulton County, GA

Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

April 24, 2013

Re: 13RFP88017C-MT – 401(a) Defined Contribution Plan Administrative Services

Dear Proposers:

Attached is one (1) copy of **Addendum 1**, hereby made a part of the above referenced 13RFP88017C-MT – 401(a) Defined Contribution Plan Administrative Services

Except as provided herein, all terms and conditions in the Bid referenced above remain unchanged and in full force and effect.

Sincerely,

Malcolm Tyson
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

1. The Pre-Proposal conference date has changed to Wednesday, May 8, 2013 at 11:00 A.M.
2. The RFP due date has changed to Wednesday, May 22, 2013 at 11:00 A.M.
3. The following section has been deleted in its entirety:

“Section 2.11 Minimum Participation Requirements for Prime Contractors. Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.”

4. The Term of Contract has been revised as follows:

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2018. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for one (1) three-year period (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County

Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2021. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

- 5. Section 1.2 PLAN/PROGRAM DESCRIPTION has been revised as follows (Bullet points 5-8 have been removed from Section 3.2 Overview of Proposal Requirements and inserted into Section 1.2 PLAN/PROGRM DESCRIPTION.

1.2 PLAN/PROGRAM DESCRIPTION

As of December 31, 2012 there was \$312,509,874 in Plan Assets. The Plan consisted of 4,597 Plan Participants of which 4,264 were active employees, 3 were beneficiaries, 8 were retired, and 322 were separated from service. The County currently has a Plan Administrator which is a Fiduciary for the Plan, and provides the Investment Platform, Recordkeeping, Custodial, and Participant Educational Services. The current Plan Administrator has chosen to hire a sub-contractor to perform the full time onsite educational services.

Below are various demographics on the Plan Participants, Plan Assets, and our current participant education program:

BALANCES BY AGE as of December 31, 2012

Age	Under Age 30	Age 30 - 39	Age 40 - 49	Age 50 - 59	Age 60 & Over	Total
Number of Participants	333	1,114	1,509	1,170	471	4,597
Group Balance	\$5,349,321	\$40,867,871	\$103,963,552	\$108,695,857	\$53,633,273	\$312,509,874
Average Account Balance	\$16,064	\$36,686	\$68,896	\$92,902	\$113,871	\$67,981

ASSET CATEGORY BY AGE	Under Age 30	Age 30 - 39	Age 40 - 49	Age 50 - 59	Age 60 & Over	Total
Stable Value	\$558,732	\$5,740,014	\$15,568,510	\$25,265,375	\$22,251,365	\$69,383,996
Fixed Income	\$795,155	\$4,320,930	\$8,978,650	\$10,434,452	\$5,054,831	\$29,584,018
Asset Allocation Lifestyle/Life Cycle	\$1,366,521	\$6,060,577	\$11,752,307	\$11,413,546	\$4,604,589	\$35,197,540
Large Cap Equity	\$1,424,837	\$12,644,817	\$34,823,945	\$32,955,020	\$10,938,615	\$92,787,234
Mid Cap Equity	\$404,002	\$5,072,754	\$15,843,264	\$13,934,776	\$4,709,758	\$39,964,554
Small Cap Equity	\$353,640	\$3,523,014	\$8,485,312	\$7,419,574	\$2,487,369	\$22,268,909
International / Global Equity	\$446,434	\$3,503,115	\$8,066,054	\$6,943,900	\$2,476,561	\$21,436,064
Self Directed Brokerage	\$0	\$2,650	\$445,510	\$329,213	\$1,110,186	\$1,887,559

2012 Plan Cash Flows	
Total Plan Assets 12/31/2011	\$278,899,569
Participant Contributions	\$11,549,811
Rollovers	\$56,283
Employer Contributions	\$15,812,683
457(b) Employer Match	\$1,497,782
Withdrawals/Terminations/Fees	(\$25,187,410)
Forfeited Funds	(\$1,395,435)
Investment Income	\$31,276,591
Total Plan Assets 12/31/2012	\$312,509,874

PLAN ASSET ALLOCATION as of December 31, 2012

INVESTMENT OFFERING	TICKER	Balance 12/31/2012	Percentage of Assets
Diversified Bond SAGIC	N/A	\$69,383,997	22%
JPMorgan Government Bond Fund	OGGAX	\$13,237,951	4%
Total Return Fund (PIMCO)	PTTAX	\$12,130,407	4%
Oppenheimer Global Strategic Income Fund	OSIYX	\$4,215,661	1%
Oakmark Equity & Income Fund	OARBX	\$23,337,630	7%
Wells Fargo Adv DJ Target Today Fund	WOTDX	\$555,424	0%
Wells Fargo Adv DJ Target 2015 Fund	WFSCX	\$1,456,025	0%
Wells Fargo Adv DJ Target 2025 Fund	WFTYX	\$2,742,594	1%
Wells Fargo Adv DJ Target 2035 Fund	WFQRX	\$3,953,228	1%
Wells Fargo Adv DJ Target 2045 Fund	WFQPX	\$3,152,638	1%
Invesco Comstock Fund <small>added 10/10</small>	ACSDX	\$0	0%
Premier Disciplined Value (Babson)	MEPSX	\$14,077,901	5%
Henssler Equity Fund	HEQFX	\$27,543,709	9%
Mass Mutual S&P 500 Index Fund (Northern Trust)	MMIEX	\$38,997,062	12%
American Funds Growth Fund of America	RGAEX	\$12,168,561	4%
Premier Disciplined Growth (Babson) <small>added 10/10</small>	MPGSX	\$0	0%
American Century Mid Cap Value Fund	AVUAX	\$9,311,652	3%
Nuveen Mid Cap Growth Opportunity Fund	FISGX	\$30,652,902	10%
Invesco Small Cap Value Fund	VSCAX	\$9,133,708	3%
Nuveen Small Cap Select Fund	ARSTX	\$13,135,201	4%
American Funds EuroPacific Growth Fund	RERFX	\$19,112,528	6%
Oppenheimer Global Opportunity Fund	OGIYX	\$2,323,536	1%
Self Directed Brokerage Account	N/A	\$1,887,559	1%
		\$312,509,874	100%

2012 PARTICIPANT INTERACTION SUMMARY

	1Q2012		2Q2012		3Q2012		4Q2012		FY 2012	
	Total	Distinct								
Phone Calls	Calls	Calls								
Toll Free 800#	1,251	589	1,044	588	1,061	548	782	450	4,138	2,175
Call Center	1,022	353	1,404	489	1,321	448	918	324	4,665	1,614
Internet Access Visits	Total	Distinct								
	Visits	Visits								
	8,812	1,410	8,195	1,379	9,005	1,393	8,575	1,271	34,587	5,453
Educational Specialist	# of	# of								
	Sessions	Participants								
New Hire Orientation	6	79	6	102	7	133	4	51	23	365
One-on-one Check Up	368	368	340	340	431	431	261	261	1,400	1,400
Investment Seminars	5	75	3	18	1	15	2	33	11	141
Department Meetings	5	95	17	207	6	94	2	13	30	409
		617		667		673		358		2,315

- Representatives, including sub-contractors, will be absolutely forbidden to sell ancillary products (such as life insurance and annuities) to plan participants, without prior written permission from Fulton County. Participant data is the sole property of Fulton County and may not be used in any way to market other products or be sold to other organizations without the express written consent of Fulton County. These provisions will be included in the contract with the vendor for the plans.
- A wide spectrum of investment options must be available to plan participants, including a stable value fund or fixed rate account that does not restrict participant withdrawals or transfers (with the exception of transfers to “competing” fixed income funds) and the asset classes requested in the investment section of the questionnaire. Insurance company General Accounts may not be offered to the plans.
- There may be no termination, withdrawal or transfer charges or restrictions (including market value adjustments) throughout the term of the contract. The only exceptions are a) stable value fund restrictions against direct fund transfers into competing fixed income funds, b) charges for early withdrawal from fixed maturity or other structured investment products (such as CDs) which have a clearly defined investment period, c) industry standard withdrawal limitation on stable value of fixed accounts, not to exceed one year, and d) redemption fees for short-term trading.
- The successful Proposer must accept full responsibility for processing errors it makes and they must be reported within a reasonable period time. In the event a participant incurs a loss or a lost opportunity due to such an error, the successful Proposer shall adjust the participant’s account to the same level as if the processing error had not occurred. These terms must be included in the contract.

6. Section 3.2 Overview of Proposal Requirements has been revised as follows:

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal minimum qualifications requirements.

Proposing firms must meet the following minimum qualifications:

- For existing vendor (Mass Mutual) to be eligible to submit a proposal, they must agree to waive any redemption fees, waive any withdrawals limitations on the Diversified Bond SAGIC account (account shall be fully distributed with 120 days' notice from Fulton County), and waive any back end fees associated with the assets moving to the new vendor in the event they are not selected as the most qualified vendor and advantageous Proposer based on the evaluation criteria set forth in Section 4 of the RFP. For the proposal to be considered, a letter to this effect signed by an authorized representative of the organization must be submitted with the Minimum Qualifications.
- The Proposer must have at least 10 years of experience administering public sector Retirement Plans and must administer a minimum of \$1 billion dollars in assets in public sector retirement plans.
- The Proposer will be a Fiduciary of the Plan and must perform all Plan Sponsor Investment Advisory Services and all Recordkeeping Services and as it relates to the management of the Plan. All other services (e.g. Custodial, participant educational services, marketing, etc.) may be provided by a sub-contractor of the Proposer and may be paid through a Plan Expense Reimbursement Account ("PERA") upon request of the selected firm. The Proposer assumes all Fiduciary Liability for any/all contracted services performed by sub-contractors for the Plan and for paying the fees such sub-contractors charge for the performance of such contracted services, which must be disclosed in the Contracts. The County will not agree to a Broker of Record arrangement and will not execute a Broker of Record Agreement. Provide a statement indicating that the Proposer submitting as the prime will self-perform all Plan Sponsor Investment Advisory Services and all record keeping services.
- On-site educational specialists provided by the Proposer must be properly licensed to give participant advice and have at least five years of experience providing on-site participant educational services for public sector retirement plans. Provide a resume of the representative that will provide on-site educational services including certifications.

Any proposal not meeting the above specifications will not be considered. A letter that confirms that each Proposer meets all of the above requirements must accompany the proposal as part of the Minimum Qualifications.

7. Section 3.3 SCOPE OF WORK, under Communication & Educational Services, 2nd Bullet, the following language has been added:

- Representatives, including sub-contractors, will be absolutely forbidden to sell ancillary products (such as life insurance and annuities) to plan participants, without prior written permission from Fulton County. Participant data is the sole property of Fulton County and may not be used in any way to market other products or be sold to other organizations without the express written consent of Fulton County. These provisions will be included in the contract with the vendor for the plans.
- A wide spectrum of investment options must be available to plan participants, including a stable value fund or fixed rate account that does not restrict participant withdrawals or transfers (with the exception of transfers to “competing” fixed income funds) and the asset classes requested in the investment section of the questionnaire. Insurance company General Accounts may not be offered to the plans.

8. Section 3.4 Technical Proposal Format and Content, Section 1 – Executive Summary has been revised as follows:

Delete the 4th Bullet in its entirety.

9. Section 3.4 Technical Proposal Format and Content, Section 10 – Due Diligence Questionnaire has been revised as follows:

Delete Item E, in its entirety.

10. Section 3.4 Technical Proposal and Format and Content, add the following evaluation criteria:

The County will determine responsibility based on the following criteria for the proposer recommended by the Evaluation Committee:

Section 11 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide your firm’s most recent balance sheets.
- (2) Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

- (3) Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- (4) Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 12 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

11. Section 3.5 Cost Proposal Format and Content has been revised to include Section as follows:

Under the first paragraph, the following language and formula has been added:

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost \times Points allocated for cost in RFP = Cost proposal score

12. Section 3.5 Cost Proposal Format and Content paragraph 3, first sentence replace the word "final" with "third".
13. Section 4.1 Proposal Evaluation – Selection Criteria has been revised per Attachment A.
14. The Sample Contract, Section 8, has been deleted from the RFP and replaced with the following statement:

"Provide sample copies of all contracts/documents that would be required in the event your firm is selected to perform the Plan Services."
15. Prime bidder is defined as "The business entity that has submitted a proposal with Fulton County Government."
16. The Request to Proposal (RFP) Submittal Check List has been revised per Attachment B.

ACKNOWLEDGEMENT OF ADDENDUM NO.1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the **Bid** due date and time of **May 22, 2013 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2013.

Legal Name of Bidder

Signature of Authorized Representative

Title

SECTION 4
EVALUATION CRITERIA

4.1 **PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Quality of proposed investment fund lineup –	30%
a) Diversification of Fund Family Offerings	5%
b) Short term offerings	5%
c) Weighted average return of proposed investment offerings.*	20%
Project Plan/Approach to Work	10%
Qualifications of Key Personnel	10%
Relevant Project Experience/ Past performance	10%
Availability of Key Personnel	8%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal**	25%
TOTAL POINTS	100%

*Of the total available 30 points to be awarded, 20 points will be awarded based on the previous 3-year weighted average return of the investment lineup submitted given the current asset allocation of the Plan as outlined in Section 1.2 “Plan Asset Allocation as of December 31, 2013”. The firm submitting the investment fund lineup with the highest previous 3-year weighted average return will receive the full 20 points. The remaining firms will receive a pro-rata share of the 20 points based on the percentage of the incremental return between the benchmark return and the highest weighted average return captured based on their proposed investment fund lineup. 5 points will be awarded based off of the terms of the short term investment vehicle (stable value of fixed account) offering, and whether the offering provides the desired liquidity terms of the County of 12 months or less. Firms will either receive 5 points or 0 points. 5 points will be awarded based off of the diversification of fund family for equity and fixed income mutual fund offerings. All five 5 points will be awarded for lineups reflecting more than 10 fund families, 4 points will be awarded for 9-10 fund families, 3 points for 7-8 fund families, and 0 points will be awarded for firms submitting investment fund lineups with less than 7 fund families offerings.

**Lowest cost provider will be determined by multiplying the net expense ratio of each investment option times the assets in each asset class (as outlined in Section 1.2 Plan Asset Allocation as of December 31, 2013), plus the estimated cost of the self-directed brokerage accounts as outlined in the cost proposal, plus any additional fees as required to be disclosed in the cost proposal. The County will then take the total estimated cost for each provider and allocate points for cost accordingly. 25 points will be awarded to the firm submitting the lowest cost proposal. The remaining firms will receive a pro-rata share of the 25 points based on the percentage of points captured compared to the lowest cost provider.

ATTACHMENT B

RFP SUBMITTAL CHECKLIST

Proposer Name: [Click here to enter text.](#)

Project # and Title: [Click here to enter text.](#)

E-Verify Number: [Click here to enter text.](#)

A complete proposal package will consist of the items identified below. Proposers must complete this checklist to confirm the items are included in the proposal, and return this checklist with the proposal package. Place a check mark or "X" next to each item that is being submitted with the proposal. For the proposal to be responsive, all required attachments must be returned.

Proposer Requirements	Proposer Completed	County Completed
1. One (1) Proposal marked 'Original", and five (5) copies of CD's	<input type="checkbox"/>	<input type="checkbox"/>
2. *Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, or LLC, each member of the entity must submit an affidavit</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Form F: Georgia Security and Immigration Subcontractor Affidavit(s)	<input type="checkbox"/>	<input type="checkbox"/>
4. Technical Proposal	<input type="checkbox"/>	<input type="checkbox"/>
5. Cost Proposal (submitted in a separate sealed envelope)	<input type="checkbox"/>	<input type="checkbox"/>
6. Financial Information (Submitted in a separate sealed envelope)	<input type="checkbox"/>	<input type="checkbox"/>
7. Acknowledgement of each Addendum	<input type="checkbox"/>	<input type="checkbox"/>

<p>8. Technical Proposal Format and Content of Section 3 of the RFP</p> <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Project Plan or Project Approach <input type="checkbox"/> Project Team Qualifications/Qualifications of Key Personnel <input type="checkbox"/> Availability of Personnel (both transition team and ongoing support team post transition) <input type="checkbox"/> Local Preference <input type="checkbox"/> Service Disabled Veterans Preference <input type="checkbox"/> Relevant Project Experience/Past Performance <input type="checkbox"/> Core Questionnaire <input type="checkbox"/> Due Diligence Questionnaire <input type="checkbox"/> Proposer Financial Information <input type="checkbox"/> Disclosure Form and Questionnaire 	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Purchasing Forms</p> <ul style="list-style-type: none"> <input type="checkbox"/> Form A: Certificate Regarding Debarment <input type="checkbox"/> Form B: Non-Collusion Affidavit of Bidder/Offer or <input type="checkbox"/> Form C: Certificate of Acceptance of Request Proposal requirements <input type="checkbox"/> Form D: Disclosure Form & Questionnaire <input type="checkbox"/> Form G: Professional License <input type="checkbox"/> Form H: Local Preference Affidavit of Bidder/Offeror 	<input type="checkbox"/>	<input type="checkbox"/>
<p>10. Office of Contract Compliance Requirements (separate envelope)</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>11. Evidence of Insurability, proposer must submit one (1) of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Letter from insurance carrier <input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> An umbrella policy in excess of required limits for the this project 	<input type="checkbox"/>	<input type="checkbox"/>
<p>12. Verify that Proposer is registered w/Georgia Secretary of State and attach a copy of print out to this form</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>13. Verify Georgia Utility License Number and attach a copy of print out for each Proposer (If applicable)</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>14. Verify Professional License and attach a copy of the print out for each Proposer (If applicable)</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>15. Verify if Proposer submitted Contract Exceptions. If yes, please forward a copy of the Contract Exceptions to the Purchasing Director immediately</p>	<input type="checkbox"/>	<input type="checkbox"/>