

REQUEST FOR PROPOSALS
FOR
UNBUNDLED RECORDKEEPING SERVICES
214180000447

JUNE 2018

CITY OF NEW YORK
DEFERRED COMPENSATION PLAN & NYCE IRA
[A Fiduciary Fund of the City of New York]

REQUEST FOR PROPOSALS
FOR
UNBUNDLED RECORDKEEPING SERVICES
PIN 21418000447

THIS REQUEST FOR PROPOSALS (“RFP”) INCLUDES THE FOLLOWING:

- SECTION I - INTRODUCTION
 - SECTION II - SCOPE OF WORK AND CONTENTS OF PROPOSAL
 - SECTION III - PROPOSAL EVALUATION PROCEDURES
 - SECTION IV - PROPOSAL SUBMISSION PROCEDURES
 - SECTION V - GENERAL INFORMATION
 - SECTION VI - GENERAL PROVISIONS OF THIS SOLICITATION
 - SECTION VII - ADDITIONAL REQUIRED PROVISIONS OF THE CONTRACT RESULTING FROM THIS RFP
- PROPOSAL SUBMISSION FORM
ACKNOWLEDGMENT OF ADDENDA FORM
ATTACHMENT A - PRICE PROPOSAL FORM

THE FOLLOWING REQUIRED DOCUMENTS MUST BE DOWNLOADED FROM THE PLAN’S WEB SITE, LOCATED AT: <https://www1.nyc.gov/site/olr/about/about-rfp.page>

- 1) RULES & REGULATIONS OF THE NEW YORK STATE DEFERRED COMPENSATION BOARD
- 2) APPENDIX A - THE GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES
- 3) BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT
- 4) SUMMARY GUIDE OF 457 & 401(K) PLAN PROVISIONS AND THE NYCE IRA DISCLOSURE STATEMENT
- 5) DOING BUSINESS ACCOUNTABILITY PROJECT/CONTRACT, FRANCHISE AND CONCESSION PROPOSERS—FREQUENTLY ASKED QUESTIONS
- 6) DOING BUSINESS DATA FORM
- 7) CITY OF NEW YORK DEFERRED COMPENSATION 457 AND 401(k) PLAN DOCUMENTS
- 8) EXHIBIT 1 - VRS AND INTERNET WEBSITE MONTHLY USAGE
- 9) EXHIBIT 2 - 2017 RECORDKEEPING STATISTICS

AUTHORIZED AGENCY CONTACT PERSON

PROPOSERS ARE ADVISED THAT THE AUTHORIZED AGENCY CONTACT PERSON FOR ALL MATTERS CONCERNING THIS RFP IS:

NAME: Georgette Gestely
TITLE: Director
ADDRESS: 22 Cortlandt Street, 28th Floor
New York, NY 10007
FAX: (212) 306-7376

IMPORTANT: The City of New York Comptroller is charged with the audit of contracts in the City of New York. Anyone who believes that there has been unfairness, favoritism or impropriety in the City’s contracting process should inform the New York City Comptroller’s Office, Bureau of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; email: contract@comptroller.nyc.gov

SECTION I

A. INTRODUCTION

The New York City Mayor’s Office of Labor Relations (“OLR”), on behalf of the New York City Deferred Compensation Board (“Board”), is seeking proposals from vendors to provide unbundled recordkeeping services for the New York City Deferred Compensation Plan/NYCE IRA. The City of New York Deferred Compensation Plan & NYCE IRA is composed of a 457 plan, a 401(k) plan, a deemed IRA and a 401(a) plan. The 457 Plan and the 401(k) Plan offer participants the ability to make both pre-tax and Roth contributions. The City of New York Deferred Compensation Plan established a 408(q) deemed IRA program (“NYCE IRA”). The NYCE IRA is both a traditional IRA and a Roth IRA along with a spousal component. The 401(a) Plan is exclusively utilized for employer contributions made to eligible participants that contribute a specified amount to the 457 Plan. All of the above referenced plans and programs shall be referred to collectively in this Request for Proposals (the “RFP”) as “the Plan.”

Proposers are encouraged to review the Plan’s Web site, in order to enhance understanding of the Plan’s operation and customer service offerings.

Proposal specifications are set forth in Section II, “Scope of Work and Contents of Proposal.”

Proposals in response to this RFP are due no later than 4:30 P.M. Eastern Time on Tuesday, July 17, 2018.

If you have any questions regarding this RFP, please fax them to the attention of Georgette Gestely, Director/Agency Authorized Contact Person for this solicitation, at (212) 306-7376.

B. PLAN SPECIFICATIONS

The 457 Plan was established in 1986, and has a potential population of approximately 408,000 employees. As of December 31, 2017, 141,179 employees participate in the 457 Plan. Average monthly contributions to the 457 Plan are \$58 million. The average payroll contribution level is 7.32% of the participants' pay. The 401(k) Plan began accepting contributions on January 1, 2002 and has an eligible population of approximately 427,000 employees. As of December 31, 2017, the 401(k) Plan had 50,080 participants. Average monthly payroll contributions to the 401(k) Plan are \$15 million. The average payroll contribution level is 5.56% of the participants' pay. The NYCE IRA was established in November 2006.

Statistics by plan as of December 31, 2017 are included in the table below:

Plan Type	Eligible	Active Accounts	Payout Accounts	Average Mo Contribution
457	407,893	141,179	24,009	\$57,902,578
- Pre-Tax only		91%		
- Roth only		2%		
- Both		7%		
401(k)	426,616	50,080	4,279	\$14,511,186
- Pre-Tax only		75%		
- Roth only		9%		

- Both		16%		
NYCE IRA - Traditional - Roth (7/1/07)	428,957 +spousal component	4,569	788	N/A
401(a)	650*	3062	41	N/A

*Eligible in calendar year 2017.

FASCore LLC, a Great-West Life Company/Empower, is presently the Plan’s Recordkeeper. FASCore performs the recordkeeping for the Plan and is responsible for the maintenance of account records for each participant. FASCore values participants’ accounts on a daily basis and issues statements to participants on a quarterly basis. FASCore recordkeeps monies that have been contributed to the Plan through automatic payroll deductions (the NYCE IRA only accepts checks) and rollovers and allocates the funds among the various investment options that are available in the Plan in accordance with participants’ directions. Participants have the option of changing their investment allocations and transferring monies among investment options at any time, subject to Plan rules.

The Plan’s master global custodian is presently Bank of New York Mellon (“Master Custodian”) who is responsible for the custody of all Plan assets, the striking of the daily NAV for all the Plan funds and the settlement of all trades.

The Master Custodian provides the following services:

- Custody
- Daily Valuation/unitization
- Securities Settlement
- Income Collection
- Accounting and reporting
- Performance Measurement
- Investment Guidelines’ Compliance Monitoring
- Commission Recapture Compliance Monitoring
- Maintains the Plan’s Pre-Arranged Portfolios in accordance with an established glide path.

The following are the basic provisions of the Plan:

Plan Year End

December 31

Valuation Basis and Frequency

Investment options: daily, in both units and dollars.

Participants’ accounts: daily, by aggregating the value of each participant's separate interests, if any, in each investment option.

Participant Statements

Participants receive notification, via e-mail, that their quarterly statements are available for viewing and download by accessing their on-line account. Participants can elect to receive written quarterly statements. Interim statements can be requested through the Web site. Account access is available continuously through the telephone voice response system and Web site.

Eligibility

Employees of the City of New York (Mayorality agencies) and the following entities are eligible to participate in both the 457 Plan, 401(k) Plan and the NYCE IRA:

- (1) Department of Education
- (2) New York City School Construction Authority
- (3) New York City Housing Authority
- (4) NYC Health + Hospitals
- (5) The New York City Municipal Water Finance Authority
- (6) The New York City Teachers' Retirement System
- (7) The New York City Employees' Retirement System

Employees of the City University of New York community colleges are eligible to participate in the 401(k) Plan and NYCE IRA only.

Employees of the Transit Authority and the Cultural Institutions and Libraries are not eligible for participation in the Plan.

Only employees of the City of New York, specified in the 401(a) Plan document, who are subject to collective bargaining and receive an employer contribution, are eligible to participate in the 401(a) Plan.

Commencement of Deferrals

Deferrals begin in the month following enrollment via paper form or the Web site. The NYCE IRA does not offer contributions via payroll deductions; contributions to the NYCE IRA are made by check, money order or through a rollover at the discretion of the participant.

Contributions

1% to 75% of a participant's compensation to the Plan, in increments of 0.5%.

Minimum contribution is 1% per pay period.

Maximum contribution amount of \$18,500 (\$24,500 for participants over age 50) for the 457 Plan - pre-tax and Roth combined in calendar year 2018. In addition, the same amount may be contributed to the 401(k) Plan - pre-tax and Roth combined in calendar year 2018.

Maximum contribution amount is \$5,500 (\$6,500 for employees over age 50) to the NYCE IRA - traditional and Roth combined in calendar year 2018.

Under the 457 plan, the Plan offers Deferred Acceleration for Retirement (DAR) for those participants who have underutilized 457 deferrals. Annual contribution limit is doubled for each of the three (3) calendar years before reaching "Normal Retirement Age." Additional "over age 50" contribution is not included when calculating underutilized deferrals and cannot be used in the same year(s) DAR is used.

Changes in Contribution Rate

Effective as of the first day of any payroll period with 30 days' prior notice. Participants may suspend contributions as of the first day of any payroll period with 30 days' prior notice. Contributions to the NYCE IRA are currently made by personal check, money order or through a rollover, at the discretion of the participant.

Employer Contributions

The amount of the employer contribution to the 401(a) Plan is determined by labor agreements and subject to an agreed upon annual employee contribution to the 457 Plan. The 401(a) Plan will be utilized only for employer contributions.

Investment Options

As of December 31, 2017 twenty investment options were provided:

Investment Options	December 31, 2017 Balance: 457 Plan	December 31, 2017 Balance: 401(k) Plan	December 31, 2017 Balance: IRA	December 31, 2017 Balance: 401(a)
Stable Income Fund	\$ 4,234,575,115.00	\$ 803,461,581.66	\$ 135,731,507.10	\$ 2,345,234.42
Bond Fund	\$ 310,068,927.80	\$ 76,910,916.76	\$ 5,758,694.32	\$ 250,828.60
Equity Index Fund	\$ 4,649,952,665.00	\$ 452,386,872.94	\$ 53,558,101.64	\$ 9,222,344.65
Global Socially Responsible Index Fund	\$ 361,783,140.20	\$ 43,835,181.51	\$ 3,065,167.49	\$ 499,969.26
Mid-Cap Index Fund	\$ 816,731,531.50	\$ 190,943,530.75	\$ 13,857,433.03	\$ 1,307,513.82
International Equity Fund	\$ 742,963,089.80	\$ 123,463,706.22	\$ 11,513,466.45	\$ 1,387,636.18
Small-Cap Equity Fund	\$ 2,428,876,622.00	\$ 245,981,975.79	\$ 20,118,303.52	\$ 5,714,042.86
Static Allocation Fund	\$ 94,619,133.23	\$ 30,290,744.25	\$ 9,110,144.57	\$ 94,709.73
2005 Fund	\$ 91,197,394.07	\$ 32,074,507.15	\$ 3,863,966.52	\$ 54,054.44
2010 Fund	\$ 147,168,296.80	\$ 52,838,131.03	\$ 5,536,132.59	\$ 120,232.42
2015 Fund	\$ 591,112,806.00	\$ 132,901,546.82	\$ 9,263,191.52	\$ 686,192.21
2020 Fund	\$ 331,104,585.40	\$ 110,668,980.63	\$ 13,039,750.26	\$ 402,218.73
2025 Fund	\$ 715,844,919.30	\$ 196,131,814.03	\$ 14,141,009.52	\$ 867,927.93
2030 Fund	\$ 333,053,779.70	\$ 110,905,668.47	\$ 10,057,881.51	\$ 351,165.23
2035 Fund	\$ 259,560,534.40	\$ 91,961,364.81	\$ 6,744,967.22	\$ 321,788.49
2040 Fund	\$ 181,415,555.70	\$ 64,350,603.35	\$ 3,264,795.42	\$ 156,344.47
2045 Fund	\$ 248,973,904.70	\$ 81,763,451.84	\$ 4,231,517.95	\$ 268,788.19
2050 Fund	\$ 151,855,883.60	\$ 44,768,257.74	\$ 3,120,698.95	\$ 158,691.84
2055 Fund	\$ 84,324,385.79	\$ 23,881,138.03	\$ 1,915,774.29	\$ -
Self-Directed Brokerage	\$ 29,900,773.05	\$ 4,745,973.89	\$ -	\$ -
Total value of Plan assets:	\$ 16,805,083,043.04	\$ 2,914,265,947.67	\$ 327,892,503.87	\$ 24,209,683.47

The Self-Directed Brokerage Option (SDBO) offers participants the opportunity to invest among more than 15,000 mutual funds and ETFs. Participants are restricted to moving no more than 20% of their total account balance to the SDBO. TD Ameritrade administers the SDBO.

Allocations among Investment Options

Participants may allocate contributions among investment options in multiples of 1% for future contributions. Investment allocation changes are effective the next business day. There is no restriction on the number of times a participant may make an investment allocation change.

Transfers among Investment Options

Participants may transfer multiples of 1% of existing balances between investment options. Participants can also indicate a dollar amount to be transferred between investment options on the Web site. There is no restriction on the number of times a participant may transfer existing balances, except that once a participant transfers assets into another of the Plan funds, those same assets will be subject to a 2% redemption fee, if removed prior to 32 days. Transfers between investment options made by participants no later than 4:00 P.M. Eastern Time are effective that business day. Transfers between investment options made by participants after 4:00 P.M. Eastern Time are effective the next business day.

Distributions/Withdrawals

Participants in the 457 Plan may receive a distribution of their accounts upon severance of service with the City. Participants may postpone distribution until the later of reaching age 70½ or severance from service with the City. Participants contributing to the Roth 457 must be 59½ years or older and have established the account for at least five (5) years in order to qualify for a tax-free distribution; otherwise participants become subject to applicable income taxes on the earnings. 457 Plan participants are eligible to receive an in-service distribution upon reaching age 70½ or if the Board determines that an unforeseeable emergency has occurred, as defined in the Internal Revenue Code. There is no minimum withdrawal for an emergency and no repayment required. In addition, the 457 Plan allows participants to take in-service loans in accordance with IRC §72(p). Furthermore, 457 Plan participants' accounts that meet the IRC conditions for distribution of Small Accounts (De Minimis) may be distributed. Otherwise, participants may not withdraw from their accounts while still employed by the City. Participants may, however, use 457 funds to purchase permissive service credits in a qualified pension system.

Participants in the 401(k) Plan may receive distribution of their accounts upon severance of service with the City or upon the reaching of age 59½. Distributions prior to age 59½ are subject to an early withdrawal penalty. Participants may postpone distribution until the later of reaching age 70½ or severance from service to the City. Additionally, 401(k) Plan participants may be able to receive funds during service with the City, if proof of a heavy financial burden is presented to the Board pursuant to the IRC definition. In addition, the 401(k) Plan allows participants to take in-service loans in accordance with IRC §72(p). Participants contributing to the Roth 401(k) must be 59½ years or older and have established the account for at least five (5) years in order to qualify for a tax-free distribution; otherwise participants become subject to an IRS 10% early withdrawal penalty and applicable income taxes on the earnings. Participants may use 401(k) funds to purchase permissive service credits in a qualified pension system.

Distributions from the 401(a) Plan are expected to follow those of the 401(k) Plan, except with the absence of in-service loans and hardships.

Withdrawals from the NYCE IRA are available at the request of the employee. Withdrawals prior to age 59½ are subject to an early withdrawal penalty. Employees with a NYCE Traditional IRA may postpone withdrawals until reaching age 70½. Employees with a NYCE Roth IRA are not required to take Required Minimum Distributions.

Distribution Methods

- a) Lump sum
- b) Periodic payments: monthly, quarterly, semi-annually, or annually
- c) Amount certain
- d) Amount certain with balance in periodic payments

Distribution Valuation

Distributions from the 457 Plan and the 401(k) Plan are processed no sooner than forty-five (45) days after a participant's severance from City service. However, if a participant has already been severed for at least forty-five (45) days as of the date of distribution request, the processing time is approximately thirty (30) days. Distributions are taken proportionately from the investment vehicles, unless otherwise specified by the participant. NYCE IRA withdrawals are processed within ten (10) days of participant's request. Web withdrawals are available for lump sum and amount certain payments from the NYCE IRA only. Taxes are withheld in accordance with applicable federal regulations. The Recordkeeper issues distribution checks/EFTs along with corresponding tax statements.

Participants may request loans from both the 457 Plan and the 401(k) Plan. Participants are allowed one

loan per twelve (12) months, not to exceed two loans per plan. The minimum loan amount is \$2,500 and the maximum is the lesser of 50% of the account balance or \$50,000 in combined employer loans. The terms of the loans are from one to five years. The highest outstanding loan balances for the last twelve (12) months must be coordinated with all City defined contribution plans and defined benefit plans.

Transfers and Rollovers

The 457 Plan accepts transfers only from other IRC §457 plans. The 401(k) Plan accepts rollovers from other eligible retirement plans, union annuities and traditional Individual Retirement Accounts (IRAs). The 401(k) Plan maintains a special account specifically for rollovers from City pension systems and union annuities. Rollovers from the 401(k) Plan, the 457 Plan, the 401(a) Plan and the NYCE IRA may be made to another eligible retirement plan or IRA. The NYCE IRA accepts rollovers from other eligible retirement plans and IRAs. Participants may also perform in-service plan rollovers from the pre-tax 457 to the Roth 457 or the pre-tax 401(k) to the Roth 401(k), subject to applicable income taxes.

Participant Quarterly Fees

Participants are currently assessed a quarterly fee of \$20.00 for participation in all Plan programs (if a participant has multiple accounts (457, 401(k), NYCE IRA), a single \$20 administrative fee is charged). The fee is deducted proportionately from all investment options in which the participant is invested and is shown on the individual participant's quarterly statement as such. In addition, each of the investment options offered by the Plan includes a .04% administrative fee into the daily NAV along with the investment management fees.

In-service loans taken from the 457 or 401(k) plan are assessed an origination fee of \$50 and a quarterly maintenance fee of \$8.75.

Participants who maintain balances in the SDB account with TD Ameritrade are assessed an additional annual fee of \$50 by the Recordkeeper.

Plan Amendments

The City of New York reserves the right to amend the existing Plan provisions, including, but not limited to, the areas of contributions, investment options, transfer privileges, and distribution rights.

C. RFP TIMETABLE

RELEASE DATE OF THE RFP:	06/07/18
A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.	
THE AGENCY CANNOT ENSURE A RESPONSE TO INQUIRIES RECEIVED BY THE AGENCY LATER THAN:	07/06/18
ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN 4:30 PM EDT ON [PROPOSAL SUBMISSION DEADLINE]:	07/17/18
THE PROJECTED DATE FOR SELECTION OF FINALISTS:	08/16/18
THE PROJECTED DATE FOR NOTIFICATION OF FINALISTS:	08/17/18
THE PROJECTED DATE FOR ORAL PRESENTATIONS:	09/20/18
THE PROJECTED CONTRACT AWARD DATE IS ON OR ABOUT:	12/05/18
THE PROJECTED DATE OF AWARD NOTIFICATION IS ON OR ABOUT:	12/12/18
THE PROJECTED CONTRACT START DATE IS ON OR ABOUT:	10/01/19

SECTION II

A. SCOPE OF WORK

The City of New York Mayor's Office of Labor Relations on behalf of the New York City Deferred Compensation Board is issuing this RFP for unbundled recordkeeping services for the New York City Deferred Compensation Plan/NYCE IRA. The requested services to be provided by the Proposer, as set forth in this Scope of Work, are separated into two sections: Recordkeeper - Main Office and Recordkeeper - Branch Office. It is the desire of the Plan that the level of support services, features and functionality be maintained so that Plan participants continue to receive the current level of support services and periodic improvements they have come to expect from the Plan.

Note: Financial Planning Services as outlined on the Plan website are not included in this RFP.

i. Recordkeeper – Main Office

The Plan and the current Recordkeeper exchange data for enrollments, account changes and maintenance of participant accounts.

The Plan maintains an internal system, developed in-house, to collect, coordinate and verify data from the various New York City payroll systems and various New York City Pension Systems (for loan coordination) in order to transmit files to the Recordkeeper. In addition, the Plan's internal system also maintains employee indicative data, to determine eligibility for participation in the Plan.

Each night, through a private high bandwidth connection, the Plan's internal system receives enrollments and account changes processed the previous day by the Recordkeeper's system, distinct to each plan. The Plan's internal system maintains the most current snapshot of participants' indicative account information, updated from the files received from the Recordkeeper daily, weekly, monthly and quarterly.

The following is a description of services currently provided by the Recordkeeper and required by the Plan:

A. Recordkeeping Services

1. Data Input and Transmission

- a. Payroll and Eligibility Data – Contribution and compensation data on all eligible employees shall be reported weekly via file transmissions by the Plan. All files shall be transmitted electronically whether they are from Proposer or the Plan. Eligibility and participation in the Plan shall be determined by the Plan and subsequent changes being maintained on the City's various payroll systems and the Plan's internal system.

The Plan will transmit contribution data from the City's payroll offices to the Recordkeeper on or before the day the funds are to be wired to the Custodian. All investments to participant accounts shall be made within two (2) business days of the date the funds are received by Custodian.

Contribution data shall be provided by the Plan to the Recordkeeper via weekly files from the various City payroll systems by Plan type.

In the event that a contribution file arrives late or is unreadable and cannot be processed within two business (2) days after receipt of the money, the Recordkeeper agrees to invest the funds in the same manner as the previous corresponding payroll file and reconcile those amounts after the correct file is received.

Files will be automatically uploaded to the Recordkeeper's secure FTP server.

Eligibility data shall be provided to Recordkeeper as follows:

*One 457 Plan file bi-weekly

*One 401(k) Plan file bi-weekly

*One IRA file bi-weekly

*One Roth IRA file bi-weekly

Purchase of Permissive Service Credits request data shall be provided to Recordkeeper on a weekly file.

b. Other Participant Data – Social Security number changes, name changes, paper enrollments, withdrawal information and other employee information (address, payroll code, date of birth, goal amount, and beneficiary information) provided to the Plan by the participant is manually input by the Recordkeeper's On-Site Staff (see Section II(A)(ii)(2)) on the Recordkeeper's system.

c. The Recordkeeper produces the following daily files to support Plan operations:

*457 Plan file that includes new enrollments and account changes (with the exception of contribution percent changes).

*401(k) Plan file that includes new enrollments and account changes (with the exception of contribution percent changes).

*IRA file that includes establishment and account changes.

*Loan file that includes data about new loans and loan status changes.

d. The Recordkeeper produces the following weekly files to support Plan operations:

*Recordkeeper shall transmit electronically a file containing contribution percentage changes, including the effective date or payroll date if divided by payroll system as follows:

1. 457 Plan contribution percent changes file, which includes goal amount changes (separated by payrolls).

2. 401(k) Plan contribution percent changes file, which includes goal amount changes (separated by payrolls).

*Purchase of Permissive Service Credits payment file.

*Loan Balance Change file that includes current loan and interest balances.

*Highest 12 months Combined Loan Balance file

*Account Balance file that includes Pre-Tax and Roth 457 and 401(k) accounts balances.

All weekly files shall be available to the Plan no later than 8:00 AM ET every Monday.

- e. Recordkeeper sends report via e-mail to On-Site Support Staff indicating number of participants that took a full withdrawal on a monthly basis.

2. Processing Requirements

- a. Recordkeeper shall value all participant accounts daily, including posting any contributions, and fees. The Recordkeeper shall receive the daily NAV from the Plan's master global custodian. The Plan's Master Custodian is presently Bank of New York Mellon who is responsible for the custody of all Plan assets, the striking of the daily NAV for all the Plan funds and the settlement of all trades.
- b. Recordkeeper shall process enrollments, contribution percentage changes, investment allocation elections, account transfers, and custom transfers (account rebalancing and dollar-cost averaging), and beneficiary updates as requested by Plan participants. Plan participants can also make such updates via paper form, which are processed by the On-Site Support Staff.
 - (i) Recordkeeper shall process all investment allocation changes requested by Plan participants received no later than 4:00 PM EDT and shall be effective on the following business day after the change.
 - (ii) Recordkeeper shall process contribution percentage changes requested and prepare a weekly file of all percentage changes.
 - (iii) Balance transfers requested prior to 4:00 PM EDT shall be effective and receive the price established at the close of business the same day. Transfers requested after 4:00 PM EDT or on a non-business day shall be effective and receive the price established on the close of business the next business day.

- (iv) If any contribution percentage changes, investment allocations or account transfers are not processed within the above-specified time periods, the Recordkeeper shall be solely liable for any financial loss suffered by participants, and shall reimburse the participant's account for any such loss.
- c. Recordkeeper shall process account modifications/corrections at the request of the Plan within three (3) business days of receipt.
- d. Recordkeeper shall process cancellations of same day transfer requests at the request of the Plan or participants if made prior to 4:00 PM ET.
- e. Recordkeeper shall establish accounts for alternate payees in accordance with domestic relations orders duly received by the Plan.
- f. Recordkeeper shall process distributions.
 - (i) Recordkeeper shall use a "Control Distribution Account (CDA)" for distribution purposes.
 - (ii) Interest (appreciation/depreciation) on the account shall continue to accrue until the effective day of withdrawal, and checks shall be issued the following business day.
 - (iii) Recordkeeper shall withhold appropriate federal withholding. Appropriate state and local taxes will be withheld, as applicable.
 - (iv) Recordkeeper shall resolve stop-pay reissues, i.e. freeze, reverse and reissue payments within ten (10) calendar days after receipt of a request from the Plan.
 - (v) Recordkeeper shall verify that distributions meet IRS rules (e.g., RMD).
- g. Recordkeeper shall post contributions to all eligible employee records as applicable, including adjustment refunds, etc. Contributions should be listed as individual weekly or bi-weekly deposits with the date of investment recorded.

3. Weekly Processing Requirements

- a. Recordkeeper shall generate a weekly list of participants with no current account information on Recordkeeper's system, which will cause payroll rejections, e.g. a contribution received for a participant who already left City service and received a full distribution.
- b. Recordkeeper shall update accounts of all participants:
 - i) Recordkeeper shall split contributions for each participant by investment fund.

- ii) Recordkeeper shall process negative contributions.
- c. All weekly files shall be available to the Plan no later than 8:00 AM ET every Monday.
- d. Recordkeeper shall make available a file, with the names and addresses of participants who request enrollment materials to the Plan's fulfillment vendor.

4. Monthly Processing Requirements

In the area of finance, accounting and financial reconciliation:

- a. Recordkeeper shall provide the Plan, within ten (10) business days following the end of the month, a report detailing the month's activities, including contributions, transfers in, transfers out, distributions, fees, for each investment fund in dollars and shares/units where applicable. This report shall also include a reconciliation of the net transfers. A copy of this report shall also be sent to the Plan's investment advisors.
- b. Recordkeeper shall provide the Plan with a statistics report for each plan each month. The report should reflect the total number of participants in the Plan, broken down in categories including the number deferring and the number in payout, as well as by age, salary and classification (Managerial, Uniform and Civilian). The report will also show the average contribution percentage rate. This report is due ten (10) business days after the end of each calendar month.
- c. Recordkeeper shall provide the Plan with a report of all lump sum withdrawals taken each month. The report will reflect the participant's name, Social Security number, the amount and type of withdrawals (i.e. IRA rollover, Direct payment) and to whom the payment was issued. This report is due ten (10) business days after the end of each calendar month.
- d. By the 20th business day of each month, Recordkeeper shall provide the Plan with a list of the distribution checks issued during the preceding 12-month period that are outstanding.

5. Quarterly Processing Requirements

- a. Prior to the actual production of quarterly statements, Recordkeeper shall provide the Plan with eight sample participant statements no later than two (2) business days after the close of the quarter. These statements shall be representative of participant contributions to all plans and investment funds. The Plan shall notify Proposer within three (3) business days thereafter of any changes or corrections to be made.
- b. Recordkeeper shall be responsible for notifying those participants who provided their e-mail addresses and elected to receive the quarterly statements via e-mail that their quarterly statements are available for viewing

and download on-line. E-mail notification is the default option, unless a participant chooses to receive statements via mail. In that case, Recordkeeper shall be responsible for mailing participant quarterly statements and shall incur all postage costs regarding the mailing of statements.

- c. Recordkeeper shall make available quarterly statements to participants in the Plan no later than twenty (20) calendar days following the end of each calendar quarter, providing timely approval is received from the Plan. All plan types offered by the Plan shall be included on a single participant statement. Each statement shall identify the plans in which the participant has a balance and transactions that have occurred in the participant's account during the previous quarter. The quarterly participant statement shall be in a format as described below. Additionally, Recordkeeper agrees to customize quarterly statements with marketing and informational message(s) as requested by the Plan.

At a minimum, the participant's quarterly statement of account activity must include the participant's name, address, participant identification number or account number, the plan name, agency, maximum yearly contribution amount, deferral percentage election, year-to-date total contributions, investment allocation, beneficiary information (beneficiary name, relationship, address, designated percentage and status, i.e. primary or contingent), withdrawal information (commencement date, method, length and amount), loan information, and all account activity in the past three (3) months, broken down by investment option, to include all fund activities (i.e., opening balance, monies received into the fund and purchases made with those monies, personal rate of return, transfers out/into the fund, withdrawals, expenses and closing balance). All calculations should be in dollars and units.

- d. Recordkeeper shall provide audit balance files, including Social Security number, name of participant, and amount and shares to allocation funds on a quarterly basis.
- e. Recordkeeper shall record the debiting of the quarterly fee on participant statements. All participant fees and charges shall be deducted on a pro-rata basis from each investment option in which the participant is invested and shall be clearly identified and detailed on the statement.
- f. No later than two (2) weeks from the day the quarterly statements were printed, Recordkeeper shall provide the Plan with two copies of participant statements for that quarter on CD for Plan use, or in another electronic format agreed to by the Plan.

6. Annual Processing Requirements

- a. Recordkeeper shall be responsible for mailing the fourth quarter/annual statement and the Plan's newsletter, document and content provided by the Plan, to participants via regular mail. Recordkeeper shall be responsible for mailing participant fourth quarter/annual statements and shall incur all postage costs regarding the mailing of statements.

- b. Recordkeeper shall provide the Plan, by January 31st of each calendar year, with a listing of all participant balances by fund, including the total of all the fund balances in dollars and units, where applicable, as of December 31st of the prior year. The format for this report (currently a text file) shall be mutually agreed upon between Recordkeeper and the Plan's independent auditors.
- c. Recordkeeper shall provide the Plan, by January 31st of each calendar year, a separate file for each Plan type containing distribution details for Plan participants who received a distribution payment during the prior year. The participant distribution information shall include Social Security number, name, distribution type (i.e., hardship, loan, de minimus, regular distribution, etc.), amount, and tax information. The format for this report (currently a text file) shall be mutually agreed upon between Recordkeeper and the Plan's independent auditors.
- d. Each year, Recordkeeper shall prepare and distribute Forms 1099R and 5498 in accordance with specified deadlines, as appropriate, to participants and beneficiaries.
- e. On November 1st of each calendar year, Recordkeeper shall provide a list of participants who have contributed over maximum allowable limit for the year, considering the DAR catch-up. The list must include the participant's name, Social Security number and year-to-date contribution amount, and must be updated each week after the initial report on November 1st, until the last week of the calendar year.
- f. Recordkeeper shall provide, by February 15th of each calendar year, a list of those participants who have not contributed any amount for at least two (2) years and who have less than \$5,000 in their accounts. The list must include the participant's name, Social Security number, address, account balance, and date of the last contribution.
- g. Recordkeeper shall identify all participants who are subject to the requirements for Required Minimum Distributions.
- h. Recordkeeper shall identify an annual report of deceased Plan participants.
- i. Recordkeeper shall mail letters to participants who have claimed a "tax exempt" status or requested that additional taxes be withheld, for them to complete current year tax forms.
- j. Recordkeeper shall receive an annual file of agency transfers from the City to process and ensure that participants' goal amounts have been updated accordingly and that there is no overcontribution for any participant.

B. Administrative Services

- 1. The following administrative functions are required to be performed by the Recordkeeper.

- a. Recordkeeper shall review IRS requirements regarding the Plan and its compliance with regulations and laws within ten (10) business days of a request from the Plan. Recordkeeper shall also, within ten (10) business days of a request from the Plan, provide information and assistance to the Plan regarding laws, regulations and rules applicable to the Plan.
- b. Recordkeeper shall issue distribution checks to participants withholding all applicable taxes. Checks shall be issued at the direction of Plan participants. Recordkeeper shall also issue loan checks and corresponding promissory note agreements.
- c. Recordkeeper shall collect quarterly participant fees and issue a check to the Plan for quarterly fees. Recordkeeper shall provide a quarterly invoice showing the calculation of fees owed to the Recordkeeper.
- d. In addition to the On-Site Support Staff and designated Key Employees (defined as Senior Relationship Manager and Senior Account Manager) as outlined in Required Provisions of the Contract arising from this RFP Key Employees Section 5.21, the Recordkeeper shall also provide two (2) Operations Level Employees at the Recordkeeper's home offices, dedicated to performing the day-to-day operational recordkeeping functions from 9:00 a.m. - 5:00 p.m. Eastern Time. Also, there shall be a designated Senior Systems Manager at the Recordkeeper's home offices who shall coordinate systems changes, updates and modifications that affect the Plan.
- e. Recordkeeper shall supply high bandwidth main and backup site-to-site VPN communications lines to the Plan's primary site and provide a site-to-site VPN connection to the Plan's disaster recovery site, and provide high availability communications equipment for: (a) transmission of participant data; (b) direct access for On-Site Support Staff to the recordkeeping system from the local area network of the Plan for input and inquiry use with respect to Plan participants; and c) print jobs submitted by Recordkeeper to Plan, as defined in Section II(A)(ii)(4). This will be at no cost to the Plan. Such access must include report generation capability.
- f. Recordkeeper shall cover express mail costs for all items mailed between the On-Site Support Staff and the Recordkeeper's Main office.
- g. Recordkeeper shall generate, without limitation, targeted mailing lists based on criteria determined by the Plan.

2. Annual Requirements

Recordkeeper shall make available audited financial statements of the Recordkeeper to the Plan as soon as available.

C. On-Going Technical Services

1. The Recordkeeper agrees to implement and maintain proper security policies and disaster recovery procedures, in compliance and certification with industry standards to protect Plan data from loss or being stolen. Upon request by the Plan, the Recordkeeper shall provide a copy of its Disaster Recovery policies and procedures to the Plan.
2. All computer data files of the Plan maintained by the Recordkeeper shall at all times remain the property of the Plan notwithstanding the fact that such records may be stored upon or within one or more data centers owned, operated or leased by the Recordkeeper. The Plan shall at all times, have access to the above-stated information. To the extent that any such records are to be maintained upon a computer system which is not owned by the Recordkeeper, the Recordkeeper shall provide the Plan with assurances from the owner of such computer facilities, satisfactory to the Plan, of the continued availability and security of such records at all times.
3. The Recordkeeper shall exchange information and documentation relating to each program with the Plan, such as eligibility files, deferral percentage elections, etc., on a consistent basis, i.e. daily, weekly, bi-weekly.
4. The Recordkeeper shall provide access to the Plan, upon request, to all back-up source materials, reports, books, records, computer programs, recorded calls and all other information and documentation relating to each program so that the Plan and/or its designated officers, agents and accountants, can conduct a financial examination and/or audit of the Plan, which is done on an annual basis.

D. On-Going Administration

1. The Recordkeeper shall neither solicit nor accept from any investment provider any commissions, service fees, or any other form of compensation for work performed under or related to this contract without disclosure to the Plan of the amount and details of such arrangement. Prior to the acceptance of any commissions, service fees or any other form of compensation as set forth above, the Plan must first approve the arrangement. In the event that the Recordkeeper does receive commissions, service fees or other compensation from any investment provider for work performed under the contract without the approval and knowledge of the Plan, such compensation shall be the property of the Plan and the Recordkeeper shall remit the full amount of such compensation to the Plan within two (2) days of receipt without limiting any other legal rights the Plan may have. Nothing in this paragraph shall be construed to prohibit the Recordkeeper from accepting compensation from investment providers for work performed under any other contract.
2. The Recordkeeper shall prepare and maintain special purpose reports as determined by the Plan to be necessary for the proper administration of the Plan.
3. The Recordkeeper shall cooperate annually with an independent auditing firm selected by the Plan and provide all necessary documents and disclosures, including SSAE16, SOC 2 type 2, to perform a financial audit of the Plan in such

a manner that the audit can be completed by April 30th of each year. The audit will be paid for by the Plan.

4. The Recordkeeper shall inform the Plan Administrator of any enhancements or improvements that the Recordkeeper is offering comparable programs: the Recordkeeper shall offer such enhancements or improvements to the Plan.

E. Self-Directed Brokerage Services – TD Ameritrade

In addition to the Time Based Pre-Arranged Portfolios and Core Investment Options, the Plan also offers participants the ability to purchase mutual funds and ETFs not available with the Plan through a brokerage window currently provided by TD Ameritrade. The current Recordkeeper provides self-directed brokerage services to the Plan through an arrangement it maintains directly with TD Ameritrade. The Plan intends to continue this arrangement, therefore, the successful Proposer will be expected to be able to provide self-directed brokerage services through TD Ameritrade by the projected contract start date.

ii. Recordkeeper - Branch Office

The following is a detailed description of the Recordkeeper’s Branch Office (“Branch Office”), located in New York City and adjacent to the Plan’s Administrative Office. The Branch Office is dedicated for the exclusive use of and providing support services for Plan participants. Please refer to Exhibit 2 for 2017 Recordkeeping Statistics.

The On-Site Support Staff, as defined in Section II(A)(ii)(2), work in the Branch Office and utilize the current Recordkeeper’s system. Through a private high bandwidth connection, the Branch Office has direct on-line access to the Recordkeeper's system.

1. **Description of services currently performed by On-Site Support Staff in the Branch Office**

A. Recordkeeping Services

1. Processing Requirements

- a. The On-Site Support Staff shall have direct on-line access to the Recordkeeper’s system, through the private high bandwidth connection, in order to process participant account changes and enrollments.
- b. The On-Site Support Staff shall process enrollments and certain account changes requested by participants, and enter the effective date of such changes so that the Recordkeeper can fully complete the processing, in accordance with the procedures described in this RFP.
 - (i) Once the Recordkeeper generates participant confirmation letters as described below, confirmation letters shall print in the Branch Office no later than twenty four (24) hours after the new or changed information is processed.

- c. Recordkeeper's On-Site Support Staff shall establish a second account on its system for participants who re-join the Plan while eligible for distribution.
- d. Recordkeeper's On-Site Support Staff shall process loan requests.
- e. Recordkeeper's On-Site Support Staff shall process distribution requests daily. Participants can elect a full withdrawal, amount certain, or on-going periodic monthly, quarterly, semi-annual or annual installments to include life expectancy. Recordkeeper shall also process CEDO/hardship distributions according to the Plan's direction.
- f. Recordkeeper's On-Site Support Staff shall process beneficiary requests to establish or distribute an account upon the death of a participant.

2. Monthly Processing Requirements

- a. Participant Distribution Information:
 - (i) Recordkeeper shall provide the On-Site Support Staff with the functionality to produce a file which includes the names and Social Security numbers of all participants that month who have terminated City service and received their accounts in full no later than ten (10) business days following the end of the month.
 - (ii) Recordkeeper shall provide the On-Site Support Staff with the functionality to produce a file that includes the names and Social Security numbers of all participants who have terminated City service and are currently receiving distribution payments or requested Plan distribution payments to commence at a future date. This file should also include all distribution information (i.e., method and length of payment) and tax information.

3. Annual Processing Requirements

- a. Once the Recordkeeper provides a list of those participants who have not contributed any amount for at least two (2) years and who have less than \$5,000 in their accounts to the On-Site Support Staff, the On-Site Support Staff will generate letters to all participants on this list no later than February 28th.
- b. Recordkeeper shall process distributions for those **457** Plan participants who have accounts that meet the IRC conditions for distribution of Small Accounts (**De Minimis**) and request a distribution.
- c. Once the Recordkeeper identifies those participants who meet the requirements for Required Minimum Distributions (RMD):
 - (i) January of every year: The On-Site Support Staff will generate letters to all NYCE IRA members notifying them of the RMD requirement.

- (ii) September of every year: The On-Site Support staff will also generate letters to 457, 401(k), and 401(a) participants who have not met the RMD distribution requirements.

4. On-Going Administration

- a. The On-Site Support Staff shall prepare an operations manual which includes tasks, rules, and procedures for operation of the Plan. At least once every year, the On-Site Support Staff shall review this manual and update it if necessary, and shall submit such changes to the Plan for its review and approval.

2. On-Site Support Staff

In order to be able to provide the best customer service to all Plan participants and achieve cost savings and efficiency, all staff positions of the Recordkeeper that service Plan participants (“On-Site Support Staff”) are located on-site in the Branch Office.

The Plan intends to continue this arrangement. Therefore, the successful Proposer will be expected to provide On-Site Support Staff located in the Branch Office to provide assistance, support, information, enrollment processing, distribution processing, and customer service. The Plan administration shall provide desks, computers, supplies, phones etc. for the On-Site Support Staff.

The minimum number of On-Site Support Staff positions required are:

Position	Number of Individuals Required
<p style="text-align: center;"><u>Manager, Series 6, 63, and 26</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Services as primary on-site manager • Serves as FINRA Branch manager • Coordinates required systems changes with systems staff and/or vendors • Plans, develops, and manages call center and operations objectives • Fields escalated issues • Performs duties inherent in a managerial role • Recommends and implements procedures, productivity measures, and new technologies to increase efficiency, productivity, and cost effectiveness of departments. 	1
<p style="text-align: center;"><u>Assistant Manager, Series 6, 63, and 26</u></p> <p><u>Duties Include:</u> Oversight to supervisory functions in Client Service and Outreach</p>	1
<p style="text-align: center;"><u>Client Service, Series 6 and 63 licensed</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Answering phones • Seeing walk-ins • Responding to correspondence • One-on-one counseling regarding Plan rules and operations 	17
<p style="text-align: center;"><u>Outreach Representatives, Series 6 and 63 licensed</u></p>	

<p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Conducting employee worksite meetings • Conducting seminars on-site • Responding to correspondence • One-on-one counseling regarding Plan rules and operations 	4
<p style="text-align: center;"><u>Information Technology</u> (Reporting to Senior Systems Manager, as mentioned in Section II(A)(i)(B)(1)(d))</p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Help Desk support • Programming • Software support • LAN support • Hardware support • Internet support • Document imaging support • Telecommunications support 	10
<p style="text-align: center;"><u>Assistant Manager, Series 6, 63, and 26</u></p> <p><u>Duties Include:</u> Oversight to supervisory functions in Distributions, Hardships and Loans</p>	1
<p style="text-align: center;"><u>Distributions, Series 6 and 63 licensed, and Hardships</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Plan benefit payment processing • Issue resolution • Form Processing • Issuing 1099Rs • Responding to correspondence • Determining Eligibility 	18
<p style="text-align: center;"><u>Operations</u></p> <p style="text-align: center;"><u>Assistant Manager, Series 6, 63, and 26</u></p> <p><u>Duties Include:</u> Oversight to supervisory functions in Operational Areas</p>	1
<p style="text-align: center;"><u>Operations</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> • Data entry • Form processing • Filing • Document imaging • Payroll processing • Responding to correspondence 	14
<p style="text-align: center;"><u>General Clerical/Administrative Support</u></p> <p><u>Duties Include:</u> Support for Plan's:</p> <ul style="list-style-type: none"> • Human Resources Unit 	8

<ul style="list-style-type: none"> Office Management Unit 	
<p style="text-align: center;"><u>Compliance Unit</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> Administrative compliance for the Plan, ensuring that the Plan is administered in accordance with the Plan documents 	1
<p style="text-align: center;"><u>Loans, Series 6 and 63 licensed</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> Data Entry Form Processing Filing Document imaging Loan payment processing 	4
<p style="text-align: center;"><u>Communications</u></p> <p><u>Duties Include:</u></p> <ul style="list-style-type: none"> Video content creation Print content creation, such as posters and infographics 	7

If the Branch office is inaccessible due to an emergency situation, then all incoming calls to the Branch Office will be redirected to the Recordkeeper’s Main Office call center and the On-Site Support Staff will be moved to a temporary work location, designated by the Recordkeeper, to resume their duties.

3. Voice Response System (VRS) and Internet Web site

The VRS and Internet Web site allow participants to make inquiries for:

- daily account balances (including the individual balances in each of the investment options)
- daily share/unit values
- interest rates, and
- deferral percentages

Both mediums also allow for the following participant actions:

- changing participant-directed deferral percentages
- investment allocation changes
- account transfers at any time, except for a short blackout period on Sundays for scheduled maintenance
- setting up dollar cost averaging or account rebalancing
- reviewing and/or cancelling pending transfers, and
- changing one’s personal identification number (PIN)/passcode

Proposers should refer to Exhibit 1 of the RFP for the monthly VRS and Internet Web site usage statistics.

The Internet Web site of the Plan’s current Recordkeeper, which is directly linked from the Plan’s own webpage, allows eligible employees to enroll in the Plans. Eligible employees may also enroll via paper enrollment forms.

The following actions are available only via the Internet Web site:

- reviewing contribution history (only available for the prior three (3) calendar years) and distribution elections, if any
- obtaining loan quotes
- requesting a statement on demand

- downloading tax statements
- generating a new PIN/passcode or ordering a reminder PIN/passcode
- obtaining transaction activity for the current and previous calendar quarter
- electing or updating beneficiary information
- inquiring about their individual rate of return as well
- downloading account information to Quicken and Microsoft Money applications, and
- viewing distribution elections for the current month, if any distributions are scheduled to occur in that month

In the event that the VRS and Internet Web site systems are down, the On-Site Support Staff has access to the Recordkeeper's system in its office for the purposes of manually initiating investment allocation changes and account transfers as indicated above. This access is a requirement of the successful Proposer as well.

4. Communication Materials and On-Site Printing

The Plan designs, drafts and prints all its own written communication materials, therefore the successful Proposer will have no responsibility for drafting or printing communication materials. The Plan provides participants with various guides and pamphlets along with enrollment and other appropriate forms describing the different programs offered by the Plan. The Plan will also request that the Recordkeeper send targeted communication pieces to specific participants. In addition, the Plan drafts all the materials for the Plan's Web site. The Plan maintains its own Web site as part of the official Web site of the City of New York. A link is provided from the Plan's Web site to the Recordkeeper's Web site for participants to access their individual account information directly via a Username and PIN/passcode. PINs/passcodes are issued by the Recordkeeper to participants once their enrollment has been processed and the information is in the Recordkeeper's system, or when a participant has requested enrollment materials through the Recordkeeper's Web site or VRS. PINs/passcodes are mailed under separate cover from the Recordkeeper using the participant's mailing address on file with the Plan. Participants can also enroll online by requesting enrollment materials, creating a PIN/passcode, choosing investment options and deferral percentages, and electing beneficiaries.

The successful Proposer must provide the Plan with two (2) on-site printers, located in the Branch Office, which will be dedicated to the printing of participant confirmation letters. All new accounts added to the successful Proposer's system and updates of existing accounts must result in the generation of a confirmation number and letter. The confirmation letters will be printed from the successful Proposer's dedicated Plan printers. Participants should be able to elect to receive paperless confirmation of their account transactions. All confirmations must be generated within 24 hours of the completion of the record addition/update.

Furthermore, all correspondence between the Plan and Plan participants that may be prepared by On-Site Support Staff must be approved and sent out by the Plan on Plan letterhead.

5. Leased Space

In order to accommodate the On-Site Support Staff and to provide flexibility for continued growth of the Plan, the Proposer will be required to assume the office lease for the Branch Office. The office lease will be held in the name of the Proposer along with all necessary services and utilities, and will be utilized exclusively by the On-Site Support Staff to the Plan. In accordance with the final agreement between Proposer and the Plan, the Plan shall reimburse the Proposer for all payments made in accordance with the office lease and necessary services and utilities. Lease expenses are pass-through expenses to the Plan and not included in the Proposer's fee.

B. CONTENTS OF PROPOSAL

Provide all information requested and answer all questions in this Section:

A. Proposing Organization

Organizational Structure

1. Provide a brief history of your organization, the businesses in which it engages and the services it provides. Supply an audited financial statement for the firm.
2. Are the services being quoted provided under a joint venture arrangement? If so, describe the arrangement, its terms and conditions and whether your company and the other companies have been involved in similar joint ventures in the past. How will you control the quality of the services provided by subcontractors and/or other affiliates?
3. In the last five (5) years, has your organization undergone a change in senior management? If so, describe the change in detail.
4. List over the last five (5) years, all organizational changes in its business structure, whether through an acquisition or divestiture, or through an alliance arrangement.
5. Provide a statement of your company's strategic commitment to the Public Sector line of business (governmental defined contribution) and any documentation or evidence to support this commitment. How many of your senior management employees are dedicated to the Public Sector line of business? Over the past two (2) years has there been any reduction in support services for your Public Sector clients?
6. Is your company licensed to conduct business in the State of New York? If not, attach an opinion of counsel giving his or her opinion as to whether her or she anticipates any difficulties in obtaining all necessary licenses prior to the effective date of the contract.
7. Provide the number of governmental defined contribution clients and participants gained and lost during the last two years.

	Governmental Clients Added		Governmental Clients Lost	
	Number of Plans	Number of Participants	Number of Plans	Number of Participants
2017				
2016				

8. Provide a brief description of the number of employees within your company (limited to the company that will provide unbundled recordkeeping services), including a description of the number of employees broken out by major departments such as processing/administration, call center, systems development and maintenance, compliance and legal, management, etc. Identify the physical location of these employees.
9. Identify the individuals that will serve as the Key Employees (see Section III(5.21) - Required Provisions of the Contract Arising from this RFP) for the Plan. Provide a biography for the individual describing experience and qualifications.

10. Describe your organization's unique strengths and any additional relevant organizational information.

Contractual Issues

1. In the past five (5) years, have you ever been denied a license to do business, a license as an agent or broker, or any other insurance license? If so, please state the date of the denial, the license denied, the state in which the license was denied, the reason given for denial of the license, whether you have had a bona fide change of ownership or management since your license was denied and whether you have eliminated the cause for which the license was denied.
2. In the past five (5) years, have you ever had a license to do business, an agent/broker license, or any other insurance license revoked or suspended? Have you ever been reprimanded by a licensing agency? If you answered "yes" to either of the two previous questions, please state the date, the license involved, the state involved, the disciplinary action taken, the reason given for the disciplinary action, whether you have had a bona fide change of management since the revocation, suspension or reprimand and whether you have eliminated the cause for the revocation, suspension or reprimand.
3. Has your institution's contract as a Recordkeeper for any employee benefits program ever been terminated early or not renewed? If so, how many in the last three (3) years, by whom and under what circumstances? If your contract was terminated early or not renewed, provide the circumstances as to why and the name and telephone number of the chief contact person from the contracting organization.
4. Has your company or its officers in the past five (5) years settled, lost, or been involved in any litigation or regulatory action related to their administration of any employee benefits program involving allegations of fraudulent or negligent misrepresentations, breach of fiduciary duty, violations of licensing laws or allegations of criminal activity by the company or its agent(s)? (The Proposer need not list employer/employee termination disputes.) If so, please briefly describe the case(s) and provide the title of the case, the jurisdiction in which the case was heard and the case's court number.
5. Is there any pending or anticipated litigation or regulatory action against your company or its officers related to the administration of a retirement plan alleging fraud, negligent misrepresentations, breach of fiduciary duty, violations of licensing laws or allegations of criminal activity by the company or its agent(s)? (The Proposer need not list employer/employee termination disputes.) If so, please append as "Attachment F" to your proposal an opinion of counsel describing the pending litigation and the company's defense to the allegations. If there is no such litigation, please note in your Table of Contents for Attachments that "Attachment F" is inapplicable to you.
6. Describe any pending or anticipated agreements to merge or sell your institution.
7. Have you ever filed a petition or have you been petitioned into bankruptcy or insolvency, or have you ever made any assignment for the benefit of, or composition with your creditors, or have you ever been under guardianship or other legal disability? If so, please provide complete details.

Experience

1. Identify your experience in years in handling plans governed by §457(b), §401(k), §401(a) and §408(q) of the Internal Revenue Code. Include the approximate number of participants on your recordkeeping system for each plan type.

	457(b)	401(k)	401(a)	408(q)
Years of experience				
# of participants				

2. Indicate your defined contribution (DC) plan recordkeeping and administration client statistics by number of participants on your recordkeeping system:

# Participants in Plan	# DC Plans	# Gov't 457 Plans		# Gov't 401(k) Plans		# Gov't Deemed IRA Plans		# Gov't 401(a) Plans
		Pre-Tax	Roth	Pre-Tax	Roth	Traditional	Roth	
Up to 1,000								
1,000-10,000								
10,000-25,000								
25,000-50,000								
50,000+								

3. Provide at least three (3) client references including names, e-mail address, and telephone numbers of individuals to contact for whom you currently provide unbundled recordkeeping services. In addition, please also provide at least three (3) terminated client references including names, e-mail address, and telephone numbers of individuals to contact for whom you formerly provided unbundled recordkeeping services. For each reference, please provide plan types, assets and number of participants.
4. Provide the total number of defined contribution participants on your recordkeeping system.

B. Recordkeeping and Administration Services

Recordkeeping System

1. Describe, in general, the nature, structure and flexibility of your system in light of the requirements outlined in Section II, Scope of Work.
2. Describe the software and hardware that will be used to administer the Plan. Identify the year your company began using the system, if the system was developed internally or purchased, and what plan types your recordkeeping system supports (457, 401(k), etc.).
3. Confirm that the Proposer's On-Site Support Staff will be capable of accessing the Proposer's recordkeeping system.

- Provide your sums for spending on the recordkeeping business in relation to your organization's total spending companywide. If you cannot provide actual figures please provide the ratio of recordkeeping spending to total company spending within the given time frames. You do not need to provide ratio figures if you can provide total expenditures for the years listed:

	Recordkeeping expenditures	Total company expenditure	<u>Or:</u> Ratio of recordkeeping to total spending
Total for 2017:	\$	\$	
Total for 2016:	\$	\$	
Total for 2015:	\$	\$	

- Describe the security and privacy safeguards employed by your firm including computer and procedural aspects, as well as your data back-up and retention procedures to insure timely delivery.
- How frequently are disaster recovery procedures tested? When was the last test and what were the results?
- How many hours was your recordkeeping system down in 2016 and 2017? How much of this time was due to routine maintenance? How much of this time was due to a security breach?
- Have you experienced systems conversions within the past three (3) years? Is any conversion planned within the next three years?
- Describe the integration among your voice response, on-line and recordkeeping systems. How do you ensure that requests made via one access method will not be duplicated through another method?
- How do you monitor system capacity and plan for future expansion? Describe the impact to capacity that would occur if this contract is awarded to your company.
- Describe the degree to which the system can accommodate changes and/or customization, and how long the changes/customizations would take to be implemented.

Security and Privacy

- Describe your cybersecurity policies and procedures deployed by your firm.
- Is your cybersecurity audited by outside auditors? If so, how frequently? Please provide examples of your test results over the last three (3) years.
- Describe the security or encryption used for transmittal of participant data.
- Identify and describe any system security breaches that have occurred in the last three (3) years.
- Describe what policies, processes and technologies have been implemented to mitigate breaches.
- Do security policies and processes include regular vulnerability assessment tests of the system(s) to identify risks of potential data breach (e.g., internal and external)? Describe the vulnerability testing conducted, including third-party engagement of such tests including its frequency.

7. Describe your computer security incident (e.g., data breach) response process in terms of how client(s) are notified.
8. What level of background checks (e.g. criminal and social security number validation) are performed, and how often (e.g., initial employment, periodically, etc.)?
9. Describe the measures available to impacted participants in the event of a data breach.

Investment Option Support

1. Confirm your ability to support the self-directed brokerage services through TD Ameritrade. For Plan participants who maintain balances in the SDB account with TD Ameritrade, what would be the additional fee(s) you would assess participants?
2. Describe your experience with TD Ameritrade. How many of your clients utilize TD Ameritrade? If this would be a new business relationship for your company, identify the steps that will be taken in order to provide servicing for the City.
3. Identify any concerns you have with supporting the current investment option structure, or otherwise confirm if you have no foreseen issues.
4. Discuss the support your company would provide in the event of a fund change, such as a change in an underlying investment manager, or the addition of a new fund.

Processing

1. Describe all controls taken to ensure the timeliness of recordkeeping, that each participant's account complies with all provisions of the Plans and applicable laws and regulations.
2. How are errors handled for the following:
 - Contributions
 - Withdrawals/distributions (both over- and under-payments)
 - Allocation of earnings
 - Transfers
 - Tax forms
3. Confirm that if an error is attributable to your firm, you will make the participant whole at your company's (and not the Plan's) expense.
4. Describe your policies and procedures regarding fraud security.
5. Describe any participant withdrawal guarantee policies that your firm provides if a participant's account is breached, if any.
6. Describe how your company will monitor minimum distribution requirements.
7. For in-service loans taken from the 457 Plan or 401(k) Plan, what would you assess Plan participants for the origination fee and/or the quarterly maintenance fee?

Legal Support Services

1. Would the Plan have a primary legal contact assigned for issues regarding laws, regulations, and rules regarding the Plan? If yes, identify the contact and provide a brief biography describing their background and experience.
2. Does your organization provide written updates to clients on legislative changes? If yes, how frequently? Provide a recent sample.

C. Reporting

1. Please provide a sample participant statement which demonstrates the information required in the Scope of Work Section II(A)(i)(A)(5).
2. Confirm your ability to meet the quarterly statement requirements identified in the Scope of Work Section II(A)(i)(A)(5)(c). In addition, identify additional capabilities you have with statements that the Plan may consider.
3. Describe the delivery method for electronic statements (e.g., available on-line, e-mail notification to access statement on-line, delivery of statement via e-mail, other).
4. Are interim statements available on-demand? How can participants request such a statement?
5. Can all plan types offered by the Plan be included on a single participant statement? Include a sample demonstrating the different plan types and how they are depicted. If reported separately, would statements be sent in the same envelope?
6. Please include samples of your typical reports and reconciliations.
7. Describe the flexibility the Plan might have in designing the layout of the participant statements, and other reports, to meet its needs.

D. Recordkeeper's System and Scope of Work

1. Please refer to the description of the current Recordkeeper's system in Section II, "Scope of Work," and describe your system capabilities.

E. Interactive Voice Response System / Internet Web site

Please refer to the description of the current Recordkeeper's VRS and Web site in Section II, Scope of Work, and describe your interactive voice response system's and Web site's capabilities. Please note in your response which capabilities, as described below, your VRS and Web site currently include, and how your VRS and Web site meet or exceed the capabilities of the VRS and Web site currently in place (as described in Section II Scope of Work). Clearly indicate any capabilities that would need to be developed to meet the required capabilities:

1. Please confirm that participants will be allowed to change their existing PIN/passcode through the VRS and Web site, and order a reminder PIN/passcode through the Web site.

2. Please confirm that the VRS system will have an option to allow a person to exit the system and seek a service representative located in the administrative offices of the City of New York Deferred Compensation Plan.
3. Will the Web site enable participants to elect and/or update beneficiary information?
4. Does your Web site allow participants to request copies of quarterly statements? For how long are past statements archived and available to participants for retrieval?
5. What additional features, if any, are available on your VRS and web site that are not identified above?
6. Please provide a test telephone number and a Web site URL for information purposes. Provide passwords and identify how long the passwords will be active.
7. Describe the Internet security and privacy safeguards employed by your firm, including computer and procedural aspects.
8. How much historical information (in months, years) is available to participants on the Web site?
9. How do participants who have lost or forgotten their PIN/passcode get access, when can this access be restored and how long will it take until access is restored?
10. Describe the Web site capability to download account information to Quicken or Microsoft Money applications.

F. Branch Office

1. Describe your company's staffing plan for the servicing of the Plan as described in the On-Site Support Staff section above.
2. Please describe how you would prepare to meet the Plan's needs in hiring, training, licensing and supervising the On-Site Support Staff detailed in Section II(A)(ii)(2) of the Scope of Work. In the event that the Plan were to transition to another Recordkeeper, confirm that your firm would consider retaining the existing On-Site Support Staff, subject to your policies.
3. Please describe your methods of conducting annual performance reviews for On-Site Support Staff.
4. Do you have a continuing education program in place for your representatives to stay current on Plan changes and changes in the law and investments? If so, please describe.

G. Conversion/Plan Transition

1. Provide a detailed description and complete history of the two (2) largest public employee deferred compensation plans for the last eight (8) years for whom you took over recordkeeping functions from another Recordkeeper, including, but not necessarily limiting your answer to, the following:
 - a. the name of the employers for whom you performed the transition of services from another provider (identify the provider), and the name and telephone number of the contact persons at said employers;

- b. the dates that the conversions were begun and completed;
 - c. the amount of time you proposed to the employer it would take to complete the conversion compared to the amount of time actually incurred for the conversion. Please explain the discrepancies, if any;
 - d. the length of blackout period, if necessary;
 - e. the dollar value of assets in the program you were transitioning; and
 - f. the number of participants in the program which were transitioned.
2. Fully describe your proposed transition activities stating the time frame required for a complete transition and how your proposal will minimize the impact on the Plan's current participants. Does your transition process include running a parallel quarter or do you use another method to ensure the accuracy of the transition? If so, please explain this method(s) in detail and explain why you do not run parallel quarters in your transition plan.
3. Describe the roles and responsibilities of your conversion team. Is the same team responsible for on-going processing? If not, describe how the team will change and how the transition of the account will be handled. Identify the expected members of the implementation team(s) by functionality. Include a description of the role of each member.
4. Please quantify the blackout period for participants during the transition, attributed to your company. Can the conversion be completed over a weekend so there isn't a blackout during business days?
5. Identify the steps that will be taken to establish appropriate links with TD Ameritrade.
6. How will you guarantee your stated implementation time frame? How will you measure the success of the plan implementation?

SECTION III: PROPOSAL EVALUATION PROCEDURE

1. Selection Committee

The Selection Committee will be comprised of a minimum of six (6) members/designees of the Deferred Compensation Board who are well suited to evaluate the components of this RFP.

2. Minimum Qualification Requirements

The following Minimum Qualification Requirements have been established for this procurement.

- 2.1 The Proposer must be duly licensed in the State of New York to conduct such business and provide such services as are described in the RFP, in conformance with the Rules and Regulations of the New York State Deferred Compensation Board (“State Regulations”).
- 2.2 The Proposer must represent and warrant that: (i) it is not in arrears to the City of New York upon any debt or contract; (ii) that Proposer has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts.
- 2.3 Must be able to provide recordkeeping services on an unbundled platform in a daily valuation environment.

3. Preferred Qualifications

Proposers are advised that the Plan will likely award the contract(s) resulting from this solicitation to one or more entities that possess the following Preferred Qualifications. The failure of a Proposer to document in its proposal package that the Proposer possesses these Preferred Qualifications will not result in the rejection of that proposal as non-responsive. However, entities failing to explicitly document that they possess such Preferred Qualifications are highly unlikely to be awarded a contract. Proposers should carefully consider the agency’s expectations in this regard before investing their time in the preparation and submission of a proposal.

The Proposer for unbundled Recordkeeping services should:

- 3.1 Have had, as of December 31, 2017, at least five (5) years of experience in providing unbundled recordkeeping services for large governmental defined contribution plans.
- 3.2 Have a recordkeeping system that is able to accommodate and provide the full range of recordkeeping services described in Section II of this RFP for a population of at least 250,000 Plan accounts. During the term of the contract awarded through this RFP, the Proposer’s system must be able to fully accommodate up to a 100% growth in the number of Plan accounts in its recordkeeping system.
- 3.3 Have a recordkeeping system that will be integrated with the Plan’s Master Custodian to provide daily valuation services.
- 3.4 Be able to provide Plan participants Self-Directed Brokerage Services through TD Ameritrade, by the projected contract start date of October 1, 2019.
- 3.5 Have a well-articulated plan for the transition of services from the current Recordkeeper to achieve a projected contract start date of October 1, 2019.

4. Selection Criteria

The criteria for determining technical merit, in descending order of relative weighting, are:

- 4.1 The features, functionality, and flexibility of Proposer's Recordkeeping operating system, website, administrative processes to provide the administrative services as set forth in Section II(A) Scope of Work of the RFP along with the Proposer's commitment and ability for changes, customization and improvements - **40 points**
- 4.2 The overall size, stability and organizational resources of the Proposer as evidenced by its experience in providing unbundled recordkeeping services for Pre-Tax and Roth 457 plans, Pre-Tax and Roth 401(k) plans, 401(a) plans, and traditional and Roth IRAs of comparable complexity to the Plan - **25 points**
- 4.3 Overall experience with and commitment to governmental defined contribution plans - **25 points**
- 4.4 The quality, specificity, manageability and reliability of the Proposer's articulated transition plan. - **10 points**

5. Required Provisions of the Contract Arising from this RFP

The following are provisions required in the contract resulting from this RFP. If the Proposer objects to any of the following provisions, its objection to the provision must be specifically set forth in the Proposal. Failure by the Proposer to raise specific objections to the following provisions shall be deemed as the Proposer's unconditional acceptance of these provisions specifically as set forth herein.

- 5.1 In the event Vendor is unable to perform its obligations under the terms of this Agreement because of external causes beyond its control. Vendor shall use its best efforts to assist the Plan to obtain alternate sources of service. Vendor shall not be liable for any damages resulting from such causes.

In the event of a malfunction of any Vendor system which results in an error, delay or mistake affecting any individual Plan participant's account under the terms of this Agreement that is not to due to external causes beyond its control, Vendor shall at its expense correct such error or mistake thereby making the individual Plan participant whole, including but not limited to any gains that would have been realized on the participant's account and any other expenses that the participant incurred as a result of the error, delay or mistake including reasonable attorney's fees. The terms of this subsection is in addition to all other remedies set forth in this Agreement or otherwise allowed by law.

In the event of an error, delay, mistake or an omission of duty owed the Plan by any Operational Level Employee effecting any individual Plan participant's account under the terms of this Agreement, Vendor shall at its expense correct such error or mistake thereby making the individual Plan participant whole, including but not limited to any gains that would have been realized on the participant's account and any other expenses that the participant incurred as a result of the error, delay or mistake including reasonable attorney's fees.

5.2 The terms and conditions of this Agreement shall include all the terms and conditions set forth herein, including attachments hereto, and the General Provisions Governing Contracts for Consultants, Professional and Technical Services, annexed hereto as Appendix A and made a part of this Agreement as if fully set forth herein, except to the extent that Appendix A incorporates the New York City Procurement Policy Board Rules. In addition, Vendor and the Plan agree that this Agreement shall be subject to the Rules and Regulations of the New York State Deferred Compensation Board (“State Regulations”) and are made a part of this Agreement as if fully set forth herein. Further, Vendor and the City of New York (the “City”) agree that this Agreement shall be subject to the Plan and Vendor’s Letter of Transmittal dated _____, all of which are made a part of this Agreement as if fully set forth herein. In the event of any express or implied conflict between any provisions of this Agreement, the following order of priority shall govern: (1) the body of this Agreement shall govern; (2) thereafter, the State Regulations shall govern; (3) thereafter, the Plan Documents shall govern unless said other provision is more favorable to the City and is not prohibited by the Plan; and (5) therefore, Appendix A shall govern unless said other provision is more favorable to the City and is not prohibited by Appendix A.

5.3 Authorization to do business in the State New York: Vendor represents and warrants that it is duly licensed or qualified to conduct business of the nature contemplated by the contract, and is in good standing in the State of New York, and has the power and authority to enter into this contract and to carry out the transactions contemplated hereby. Vendor further represents and warrants: (i) that it is not in arrears to the City of New York upon any debt or contract; (ii) that Vendor has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Vendor to receive public contracts and is in compliance with Local Law 34. In addition, Vendor represents and warrants that it is a bank or registered investment advisor under the Investment Advisors Act of 1940, as amended, and agrees that it shall maintain such registration at all times during the term of the contract. Vendor further represents and warrants that it has obtained or made all registrations, filings, approvals and authorizations required by any government or governmental authorities for the performance of the acts contemplated by this procurement and agree that it will maintain in full force and effect all such registrations, filings, approvals and authorizations during the term of the contract.

5.4 Indemnification:

In addition to the Vendor’s obligations pursuant to Article 8 of Appendix A, the Vendor shall be liable for and shall defend, indemnify, and hold harmless the Agency and the City, their officers, employees, fiduciaries, trustees, administrators, and agents, other than the Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates, and subcontractors (“Indemnified Parties”), for all losses, liabilities, damages, settlements and related expenses, including reasonable attorneys’ fees and investigation, collection and litigation costs, and any other losses described in Sections 8.03 and 8.04 of Appendix A (collectively, “Losses”), which arise out of or result from the following acts or omissions by Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates or subcontractors:

- (1) failure to discharge its duties under the Agreement; or
- (2) violation of any provision of the Agreement or applicable law; or
- (3) improper or incorrect discharge of its duties under the Agreement, including but not limited to fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records; or
- (4) reckless or negligent acts or omissions; or

- (5) willful or intentional misconduct; or
- (6) any other acts for which Vendor is obligated to defend and indemnify the Indemnified Parties pursuant to Article 8 of Appendix A, except to the extent that the Losses arise out of or result from any of the acts or omissions described in Section 6.3(1) through (6) above committed by any of the Indemnified Parties.

The City will provide Vendor with notice of the commencement by any third party of any action regarding a claim for which it will seek defense and indemnification under this Agreement. Upon the Vendor's assumption of the defense, the City reserves the right to participate in such defense. The City reserves all legal rights of set-off from amounts due to Vendor under this Agreement up to the amount of any Losses.

Please note that the City does not intend for the above indemnification clause to be reciprocal. No vendor will be entitled to include a provision in the contract providing indemnification rights to the vendor.

- 5.5 Termination of Agreement: In addition to the rights and remedies set forth in Appendix A,
- (1)(a) if the Vendor fails to fulfill any of the terms of this Agreement in a timely manner and to the satisfaction of the City, including any breach of a material term or condition of this Agreement or a material misrepresentation to the City, the City shall have the right to terminate this Agreement upon thirty (30) days prior written notice of such termination; and
 - (b) upon the occurrence of any of the following events, the City shall have the right to terminate this Agreement immediately:
 - (i) the filing by or against the Vendor of request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect;
 - (ii) the making of any general assignment by the Vendor for the benefit of creditors;
 - (iv) the appointment of a receiver or trustee for Vendor or for any asset of Vendor including without limitation, the appointment or taking possession by a "custodian," as defined in the Federal Bankruptcy Code; or
 - (v) the Vendor engages in negligence, recklessness, misrepresentation, fraud or other willful or intentional misconduct in its performance of any service required herein.
- (2) notwithstanding any other termination provision of this Agreement, the City may terminate this Agreement upon providing thirty (30) days written notice, if it is determined by the City that termination of the contract is in the best interest of the City.
- (3) if the City terminates this Agreement under Section 5.5(1) above or otherwise for cause, the City may award a new contract to another contractor and the Vendor shall be responsible for all damages arising from its breach of this Agreement, as well as all costs incurred in re-letting the contract, including actual attorneys' fees and expenses.
- (4) in the event that funds are not appropriated or made available to the City for the continuation of the services described herein in any of the years succeeding the first, this contract shall terminate automatically. Such termination, however, shall not affect either the City's rights or the Vendor's rights under this termination provision.

Please note that the City does not intend for the above termination rights to be reciprocal. No Vendor will be entitled to include a provision in the contract providing termination rights to the Vendor.

- 5.6 Assignment: Rights or obligations under this Agreement may not be assigned or delegated by Vendor without the prior written consent of the Plan. Any permissible assignment or delegation under this Agreement shall accrue to the benefit of and shall be enforceable against successors and assigns.
- 5.7 Waiver: No waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless in writing and signed by said party or its duly authorized representative. No failure on the part of the Plan to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver of such default, any future default or any other default.
- 5.8 Insurance:
5.8(1) Vendor shall maintain adequate professional liability insurance in an amount not less than ten (\$10,000,000) million dollars to protect against any loss. Vendor shall maintain bonding in an amount of not less than twenty-five (\$25,000,000) million dollars to protect against any loss resulting from fraud or dishonesty by Vendor or its employees, officers or agents. Such insurance and/or bonding shall be obtained from an organization duly authorized and licensed to provide such bonding in the State of New York or otherwise agreed to by the Plan.
5.8(2) Vendor agrees that all insurance and bonding shall remain in full force and effect during the term of the Agreement. If any insurance policy is terminated for any reason, Vendor agrees to notify the City immediately of said termination and agrees to obtain another policy and/or bonding for the same type of coverage. Upon execution of the Agreement, Vendor shall provide evidence of bonding and insurance on an annual basis.
- 5.9 Entire Agreement: The Agreement represents the entire understanding of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party, which are not set forth expressly in this Agreement. This Agreement may not be amended, modified or supplemented at any time whatsoever unless such amendment, modification or supplementation is reduced to writing executed by all parties hereto.
- 5.10 New York Law: The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into to be fully performed entirely therein.
- 5.11 Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 5.12 Venue and Jurisdiction: The Vendor hereby submits to the jurisdiction of the Supreme Court of the State of New York, New York County and agrees with the Plan that personal jurisdiction and venue over this Agreement shall rest with the Supreme Court of the State of New York, New York County and agrees with the Plan that personal jurisdiction and venue over this Agreement shall rest with the Supreme Court of the State of New York, New York County for purposes of any action related to this Agreement or the enforcement of same. The Vendor hereby waives personal service by personal delivery

and agrees that service of process may be made by post-paid certified mail directed to Vendor at Vendor's address set forth at the address recited in the preamble hereto or at such address as may be designated in writing by Vendor to be effective with the same effect as though personally served.

5.13 Severability: In the event that any provision of this Agreement is illegal, invalid against public policy or unenforceable for any reason, the remainder of this Agreement shall nonetheless remain in full force and effect.

5.14 Receipt of Data: All materials supplied by Vendor and in connection with services to be rendered in connection with this Agreement including videos, booklets, reports, audits, posters, announcements and other educational material (the "Contract Products") shall be and remain at all times the sole and exclusive property of the Plan.

No Contract Products may be used, copied, modified, reproduced, or otherwise used by the Vendor for purposes unrelated to this Agreement without the prior written approval of the Plan.

Notwithstanding any other provision of this Agreement, in the event that Vendor breaches any of the provisions contained in this section, the Vendor agrees and shall: (i) remit to the Plan any and all monies, royalties or other remuneration, without limitation, received directly or indirectly as a result of the unauthorized use, sale or publication of material deemed under this Agreement to be property exclusively of the Plan; (ii) publish, at no cost to the Plan, retractions, notices or other items deemed appropriate and necessary by the Plan in order to establish publicly the Plan's exclusive right to the property; (iii) assign to the Plan, at no cost to the Plan, any copyrights or other contract rights secured by the Vendor in violation of this section; and (iv) take such additional steps as may be deemed necessary and appropriate by the Plan in order to restore the Plan to its rightful position as owner of the Contract Products.

5.15 Future Plan Transition Rights: In the event that the Plan subsequently transfers some or all of the responsibilities to another vendor, the Vendor shall agree to supply the successor vendor with any other records deemed necessary by the Plan at no cost, fee or penalty to the Plan. The Vendor shall make every effort to cooperate with the successor(s) and the Plan in order to facilitate the transition.

5.16 Damages: Except as otherwise provided in this Agreement, the City may assess as liquidated damages, and not as a penalty, the amount of \$150 per item for each day or any part thereof that each item of the services described in this Agreement is not provided in a timely manner to the City by Vendor. Such liquidated damages may be deducted from any amounts due and owing to Vendor, or at the City's option, Vendor shall pay such amounts to the City. Damages as outlined in this provision shall not be the sole contractual remedy available to the City.

5.17 On-Site Support Staff: Vendor will provide employees for the on-site support staff positions ("On-Site Support Staff") As the number of participants in the Plan changes, the Plan and Vendor may mutually agree to increase or decrease the number of On-Site Support Staff. The On-Site Support Staff are employees of Vendor. It is not the intent of this Agreement that the On-Site Support Staff shall be employees of the City of New York. No attempt is being made to create or conceal an employer-employee relationship between the City of New York and the On-Site Support Staff.

- 5.18 Additional Services: From time to time, the Board may decide to seek services from the Vendor on a special project basis ("Additional Services"). The Vendor agrees to consider such requests from the Board and, provided that the requirements for the Additional Services are within the scope of Vendor's professional practice and a fair and reasonable fee for such services can be agreed upon, Vendor will deliver the requested services.
- 5.19 Communications Materials: Vendor shall at the Plan's sole discretion review all applicable employee communications/educational materials and provide appropriate recommendations and suggestions as needed. There shall be no cost or fee to the Plan associated with the services described herein.
- 5.20 Work Products: The contents, but not the format, of all reports, statements and other materials or data produced pursuant to the Agreement shall be the sole property of the Plan. The Plan shall have the sole right to copyright the contents of such items, with the exception of those items marked "confidential" in the Vendor's proposal. If the Vendor fails to fulfill any of the terms of the Agreement in a timely fashion and upon the due date of any assignment or upon the termination of this Agreement, Vendor agrees to maintain the records necessary to produce all reports referenced herein and agrees that all records shall be the property of the Plan and that the Plan shall be provided with a copy of such records in hard copy within ten (10) days after the effective date of the expiration or termination at no cost or fee to the Plan. The Vendor shall also provide the Plan with all related computer tapes, discs, and programs at no cost to the Plan.
- 5.21 Confidentiality: All information obtained in connection with any services performed by the Vendor with respect to the Plan shall be confidential and the Vendor shall not use any such information for any purpose not directly related to the administration of the Plan or the investment of the participant's assets. In addition, the Vendor shall not use any information obtained by reason of its appointment to provide services with respect to the Plan to solicit or otherwise induce any person to invest in, purchase, utilize or act in any other manner regarding any products or services made available by the Vendor, except as permitted by the Agreement.
- 5.22 Key Employees:
- (1) The Plan reserves the right to identify and designate certain employees of the Vendor as Key Employees, who should be at least a corporate level Senior Relationship Manager as well as a day-to-day Senior Account Manager, and to communicate the names of such Key Employees in writing to the Vendor. The Vendor shall not unreasonably withhold its Agreement with the Plan's identification and designation of such Key Employees. Except as otherwise provided herein, the Vendor agrees that such Key Employees shall continue any assignment under this Agreement until such assignment is completed.
 - (2) If the Vendor wishes to remove a Key Employee from an assignment prior to commencement of an assignment or during an assignment, Vendor shall first consult with and seek the consent of the Plan. If such Key Employee is removed, Vendor shall provide a replacement with similar or better qualifications. Upon the Plan's approval, the replacement shall be considered a Key Employee under this Agreement. Vendor shall ensure that there is a smooth transition, including ensuring that the departing Key Employee appropriately trains and instructs the replacement Key Employee. If the Plan does not consent to the removal of a Key Employee, which consent shall not unreasonably be withheld, or if Vendor and the Plan cannot agree on a replacement, the

Plan shall have the option to: (a) insist that the Key Employee continue the assignment to satisfactory completion; or (b) terminate the Agreement.

(3) In the event that a Key Employee ceases work or intends to cease work due to events beyond Vendor's control, including death, disability, illness, resignation or any other reason deemed acceptable by the Plan, Vendor shall provide written notification thereof to the Plan within one business day after such event and shall within five (5) business days, arrange for the interview of potential replacements with similar or better qualifications. Upon the Plan's approval, the replacement shall be considered a Key Employee under this Agreement. If Vendor and the Plan cannot agree on a replacement, the Plan may terminate the Agreement.

(4) Any employee of the Vendor performing services in fulfillment of this Agreement who, in the opinion of the Plan, is uncooperative or incompetent shall be reassigned at the request of the Plan. The Vendor shall have a reasonable time frame, not to exceed thirty (30) days, in which to assign another employee of acceptable technical experience and skills.

5.23 Fiduciary Acknowledgments: Vendor shall be responsible as a fiduciary with respect to all matters for which it has assumed or will assume responsibility to the Plan. Vendor shall furnish unbundled recordkeeping services to the Plan pursuant to the provisions of this Agreement. The diligence and standard of care which shall be utilized by the Vendor shall at all times be that which is the highest to which any of the following is subject a directed recordkeeper.

5.24 Reports: Upon request, Vendor shall, at its expense, provide periodic presentations to the Board. In addition, upon request, Vendor shall, at its sole expense, attend periodic meetings of the Board.

5.25 Inspection of Records: The Plan and their duly appointed and authorized representatives shall have access to and the right to examine directly pertinent books, documents, papers and records of the Vendor relating to this contract until six (6) years after the final payment has been made. The Vendor also agrees that the representatives of the Plan shall have access to and the right to examine, during the course of the contract, all offices and physical facilities at which work in fulfillment of the contract is being performed. The Vendor agrees to incorporate this clause into any agreement with subcontractors.

5.25 Transition Responsibilities Upon Termination

Upon expiration or termination of the Agreement, the Vendor shall cooperate with the City to the effective date of the termination to assist in an orderly transfer of the administrative responsibilities and records to the successful vendor. Specifically, the Vendor will provide the information and services stated in this section.

5.25(1) In the event the City elects to contract with a new provider, the Proposer will fully cooperate with the City and the new provider in making the transition. The Proposer will provide any and all documents and computer files as described in this RFP and generally assist the new provider and the City in learning the content of such documents and files, or otherwise as will be mutually agreed upon between the Proposer and City.

5.25(2) Vendor agrees to provide new provider with file descriptions and narratives for all input and output. The Vendor agrees to provide all information that resides in the Proposer's computer files relating to Plan participant accounts, including individual participant account histories.

5.26 WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
 - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

6. Notification of Selection

The contract between the Board acting through OLR and the successful Vendor shall contain the provisions set forth above and Appendix A and based on the specific requirements of this RFP and the successful Vendor's treatment thereof as contained in its proposal, as well as general provisions governing all City contracts.

If no agreement is reached within a reasonable amount of time of the commencement of negotiations, the Board reserves the right to terminate negotiations and select another proposal, to issue a new RFP, or take other action consistent with the City's best interests. By issuing this RFP, the Board is not obligated to award a contract.

7. Role of Price in the Selection Process

The overall cost efficiency of the proposal will be considered subsequent to the determination of technical merit. The Agency intends to award the contract(s) to the Proposer(s) whose proposal is determined to be most advantageous to the City, taking into account both technical merit and price.

8. Best and Final Offers (BAFO)

The Plan reserves the right to request best and final offers from Proposers with respect to the technical proposal, price proposal, or both.

9. Amended Ratings

Initial ratings may be amended by the Selection Committee based on oral presentations given and/or best and final offers received.

10. Assignment

The Board reserves the right to consent in writing to any assignment of any proposal submitted in response to this RFP. Any permissible assignment or delegation under this RFP and any certain proposal shall accrue to the benefit of and shall be enforceable against successors and assigns. Vendor cannot transfer, convey, or assign the proposal submitted, in whole or in part, unless Vendor obtains prior written consent from the Plan.

11. Charter Section 312(a) Certification

The Agency has determined that the contract(s) to be awarded through this RFP will not directly result in the displacement of any New York City employee.

12. Additional Services

The Board reserves the right, pursuant to the RFP, to seek additional services from the selected

vendor. The selected vendor agrees to consider such requests from the Board, and provided that the services are within the selected Vendor's professional practice and a fair and reasonable fee for such services can be agreed upon, the selected vendor shall deliver such additional services.

SECTION IV: PROPOSAL SUBMISSION PROCEDURES

A. PROCEDURE INSTRUCTIONS

These instructions provide an overview of the manner in which proposals shall be submitted as well as a listing of the required components of the proposal, including component name, where in the proposal the component is to be placed, and the reason for its submission.

GENERAL:

- 1) The original hard copy of both the technical proposal and the price proposal should each be clearly marked “Original” and bear all required original signatures, and should be delivered to the location stated in the RFP by no later than the time and date specified in the RFP. Pages must be paginated and submitted in binder format. In addition, all of the proposal documents must be provided on a flash drive, clearly labeled with the Proposer’s name and PIN, comprised of the original technical proposal and the original price proposal, as separate PDFs and any other required or related documents. Please note that the flash drive will be retained by the Plan and not returned to the Proposer.
- 2) The proposal should be in a sealed carton clearly marked and labeled as required by the RFP. If more than one carton is required, each carton should be clearly numbered (e.g., Carton #1 of 2, Carton #2 of 2, etc.).
- 3) There should be four sealed inner packages, which should be clearly marked and labeled as follows:
 - a. **“Technical Proposal”** should include the original copy of the Letter of Transmittal, the Proposal Submission Form, the Acknowledgement of Addenda Form and the Technical Proposal. Please do not make any reference to the proposed price in the Technical Proposal.
 - b. **“Flash Drive”** should enclose a flash drive, containing a copy of the technical proposal the price proposal, and any other required documents.
 - c. **“Doing Business Data Form”** should consist of the original copy of the Doing Business Data Form.
 - d. **“Price Proposal”** should consist of the original copy of the Price Proposal.

NOTE: Nothing stated herein shall preclude the Agency from requesting additional information and/or clarification and/or additional documentation in support of any assertion made by any Proposer. By submission of a proposal, the Proposer agrees to provide such in a timely manner. In certain circumstances, the Agency may be unable to make a determination of the responsiveness of a proposal in the absence of such information. A proposal cannot be evaluated for technical merit unless it is determined to be responsive.

B. PROPOSAL PACKAGE REQUIREMENTS

The proposal package is to contain the following:

- Proposers are advised that there is no page limitation for proposals but are advised to use discretion in the amount of information they submit.
- Proposers are cautioned to include their complete return address on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be addressed as follows:

New York City Deferred Compensation Plan
22 Cortlandt Street, 28th Floor
New York, New York 10007
Attention: Georgette Gestely, Director
Request for Proposals
Unbundled Recordkeeping Services
PIN 214180000447

- Proposals are due by 4:30 P.M. Eastern Time on July 17, 2018.
- Hand-carried proposals may be delivered to the above address ONLY between the hours of 9:00 A.M. and 4:30 P.M Eastern Time, Mondays through Fridays, excluding holidays observed by the Agency.

1. Letter of Transmittal

A transmittal letter, on the Proposer's business stationery, shall accompany each proposal. This letter must be signed by an individual authorized to bind the Proposer to all statements contained in the proposal, including those regarding services and fees. The letter shall contain, but not be limited to, the following information:

- 1.1 Name of the Proposing Organization, date of submission, and subject of the RFP: "Request for Proposals for Unbundled Recordkeeping Services."
- 1.2 The Proposer's legal status (i.e., corporation, partnership, etc.), date and place of organization and/or incorporation, and the state(s) in which it is licensed to do business.
- 1.3 A statement indicating the names of all entities related to the Proposer including, but not limited to, all companies, parent company, subsidiaries and affiliated entities and the relationships between each of the entities and the Proposer.
- 1.4 A statement including the names of all the principals and members of the Proposer.
- 1.5 The location of the Proposer's headquarters.
- 1.6 The name, title, address, telephone number, email address and facsimile number of the person authorized to discuss the proposal with the City and to bind the Proposer to the terms of such discussions and to enter into a written agreement with the City.
- 1.7 A clear and unequivocal statement to the effect that the Proposer meets the following minimum qualifications: (1) the Proposer is duly licensed in the State of New York to conduct such business and provide such services as are described in the RFP, in

conformance with the Rules and Regulations of the New York State Deferred Compensation Board (“State Regulations”); (2) the Proposer must represent and warrant that: (i) it is not in arrears to the City of New York upon any debt or contract; (ii) that Proposer has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts; and

- 1.8 The Proposer must also affirmatively state whether or not they meet all the Preferred Qualifications.
 - 1.9 The Proposer must assert in writing that it will conduct any and all activities related to any contract that may be awarded as a result of this RFP in strict conformity with any and all applicable City of New York, State of New York and federal laws, rules, regulations and provisions governing such matters. Such statement shall be made in this Section 1.8 of the Letter of Transmittal.
 - 1.10 Confirmation that the proposal being submitted by the Proposer is in conformity with the specifications contained in this RFP.
 - 1.11 **Confirmation of the Proposer’s acceptance of the contract provisions, or specifically state any exceptions that the Proposer might have thereto, as stated in Section III(5).**
 - 1.12 The Proposer’s narrative with respect to any confidentiality issues with regard to its proposal package.
 - 1.13 Statement of Qualification, which includes at least three business and financial references, a copy of the most recent certified audit, latest annual reports, a list of similar work performed, identifying current status and other pertinent records.
 - 1.14 **Confirmation that Vendor has read Appendix A, the MacBride Principles and the Rules and Regulations of the New York State Deferred Compensation Board and acknowledges and unconditionally agrees to all the terms set forth in the aforementioned documents, without exception.**
 - 1.15 Confirmation of the Vendor’s completion of the Bidder’s Certification of Compliance with Iran Divestment Act.
 - 1.16 Confirmation of the Vendor’s completion of the Doing Business Data Form.
 - 1.17 Proposers must also submit an organization outline or chart identifying the names and titles of account team members, the reporting relationships within the account and a resume or summary for each project team member, including past performance on similar projects or qualifications.
2. Proposal Submission Form
 - 2.1 The Proposal Submission Form contains Proposer identifying information, subcontractor identifying information and a checklist indicating the contents of the proposal package as required by this RFP.

2.1 The Proposal Submission Form requests that Proposers supply their Employer Identification Number (EIN) and that of any subcontractors. Where there is no EIN, provision of a Social Security number is voluntary and failure to do so will not disqualify a Proposer from being awarded a contract.

3. Acknowledgment of Addenda

The Acknowledgment of the Addenda Form serves as a Proposer's acknowledgment of the receipt of addenda that may have been posted on the Web site prior to the Proposal Submission Deadline.

4. Technical Proposal

4.1 The Technical Proposal is a narrative that addresses the scope of work, the requirements of the RFP, the proposed approach to the work, the schedule of work, and any other information called for by this RFP which the Proposer deems relevant.

4.2 The Technical Proposal shall provide a narrative describing the Proposer's size, experience, organizational resources and organizational structure to provide unbundled Recordkeeping services related to the 457 Plan, 401(k) Plan and NYCE IRA.

4.3 Proposers shall organize the Technical Proposal under the headings highlighted below, with the indicated information provided under each heading:

Section 4.3.1 of the proposal shall describe the Proposer's demonstrated stability and organizational capability evidenced by its relative experience over a substantial period of time to support the unbundled recordkeeping services to be provided to the Plan.

Section 4.3.2 of the proposal shall describe the Proposer's demonstrated level of experience with governmental defined contribution plans and individual retirement accounts.

Section 4.3.3 of the proposal shall describe the Proposer's demonstrated overall ability to provide the services in accordance with the Section II(A) – Scope of Work.

Section 4.3.4 of the proposal shall provide the responses to the questions set forth in the contents of proposal, Section II(B).

Proposers may submit charts, graphs, and other illustrative exhibits as part of their proposals provided that they are clearly marked with respect to the portion of the Technical Proposal in support of which they are provided. Proposers shall not submit promotional material, or brochures without clearly linking such material to a specific part of their proposal.

5. Price Proposal

5.1 The Price Proposal is a presentation of the Proposer's total offering price, based upon Section II – Scope of Work for the contract term. The Price Proposal shall be submitted under a separately sealed and clearly marked envelope.

5.2 Proposers must indicate their fee as a quarterly charge per participant only. Proposers shall submit their Price Proposal in the format prescribed in Attachment A hereto.

SECTION V: GENERAL INFORMATION

1. Status of Information

The New York City Deferred Compensation Plan (“Plan”) and the New York City Deferred Compensation Board (“Board”) shall not be bound by any oral or written information concerning this solicitation released prior to the issuance of this Request for Proposals (“RFP”).

2. Authorized Agency Contact Person

The Authorized Agency Contact Person for this RFP is Georgette Gestely, Director.

3. Proposer Inquiries

All inquiries regarding this RFP must be addressed to the Authorized Agency Contact Person. Those submitting proposals (herein above defined as, “Proposers”) are advised that the Plan cannot ensure a response to inquiries received later than ten (10) days prior to the Proposal Submission Deadline. All questions should be submitted in writing via facsimile at (212) 306-7376. Addenda containing responses to any questions submitted will be posted on the Plan’s Web site without disclosing the source of the questions.

4. Communication with the Plan

Proposers are advised that from the date this RFP is issued until the award of the contract, NO contact with Agency personnel related to this RFP is permitted, except as may be authorized by the designated Authorized Agency Contact Person.

5. Addenda

5.1 The Plan will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda posted to the Plan’s Web site prior to the Proposal Submission Deadline. **Proposers are reminded to check the Web site periodically for any such addenda.**

5.2 Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in a formal addendum.

5.3 It is each Proposer’s responsibility to ensure that they review all addenda posted on the Web site. Proposers are required to acknowledge in their proposal submissions the number of addenda reviewed as part of their proposal. All Proposers are urged to visit the Plan’s Web site to ensure that the addenda have been reviewed: <https://www1.nyc.gov/site/olr/about/about-rfp.page>

5.4 **Proposer shall submit its best price considering that the Board may not ask for best and final offers.**

6. Site Visits

The Plan reserves the right to perform one or more site visits to, or surveys of, the offices or facilities of any Proposer that may come under consideration for the award of a contract.

7. Modified Proposals

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Submission Deadline and, if applicable, up until the deadline for submission of Best and Final Offers. The Proposer must clearly indicate which part of its proposal is modified in its new submission. The Selection Committee will only consider the latest version of the proposal or, if applicable, the latest version of the Best and Final Offer.

8. Withdrawal of Proposals

8.1 Proposal terms shall be irrevocable until a contract is awarded.

8.2 A proposal may be withdrawn in writing only: (1) prior to the Proposal Submission Deadline; and (2) only if a letter of withdrawal is received by the Authorized Agency Contact Person prior to the Proposal Submission Deadline.

9. Late Proposals, Late Modifications and Late Withdrawals

9.1 Proposals received after the Proposal Submission Deadline are late and will not be considered. Proposers are responsible for ensuring that their proposals are received in a timely fashion.

9.2 Modifications received after the Proposal Due Date are late and will not be considered except that a late modification of a successful proposal that makes its terms more favorable to the City shall be considered at any time it is received.

9.3 Letters of withdrawal received after the Proposal Submission Deadline will **not** be considered.

10. Costs Incurred By Proposers

The Plan shall not be liable for any costs incurred by Proposers in the preparation of proposals or oral presentations or for any work performed in connection therewith or for any costs incurred in the negotiation or completion of the contract arising out of this solicitation.

11. Negotiations

11.1 The Plan may award a contract on the basis of proposals received, without discussions. Therefore, each proposal should contain the Proposers' best terms from a financial and technical standpoint.

11.2 The Plan may negotiate with one or more Proposers and no Proposer shall have any rights against the Plan or Board arising from such negotiations or any invitation to negotiate.

12. The Plan reserves the right to request that Proposers provide additional services other than those specifically set forth in this RFP. Those additional services shall be deemed under and subject to this RFP.

13. Proposers' Acceptance of Appendices and Riders

Submission of a proposal indicates to the Plan that the Proposer has read carefully the following City of New York appendices and riders and can enter into an agreement governed thereby. Section 1.14 of the Letter of Transmittal to be submitted, shall state the Proposer's unconditional acceptance of the terms set forth in the appendices and riders thereof:

- ◆ Appendix A: The General Provisions Governing Contracts for Consultants, Professional and Technical Services. The version included with this RFP is the current version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services. However, the New York City Law Department may revise the General Provisions Governing Contracts for Consultants, Professional and Technical Services from time to time. Any contract entered into as a result of this solicitation will include the most recent version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services, which may differ from the version enclosed with this RFP.
- ◆ MacBride Principles Provisions for New York City Contractors
- ◆ Rules and Regulations of the New York State Deferred Compensation Board

14. Contract Award

- 14.1 The Plan reserves the right to award the contract to a vendor other than the Proposer presenting the lowest fee.
- 14.2 The contract resulting from this RFP will be awarded to the qualified Proposer(s) whose proposal(s) the Plan believes will be the most advantageous. Any proposed award will be subject to all required approvals.
- 14.3 In addition, the contract award shall be subject to the applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity.

15. RFP Postponement/Cancellation

The Plan reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

16. Prompt Payment Policy

- 16.1 It is the policy of the City of New York to process contract payments efficiently and expeditiously so as to assure payment in a timely manner to firms and organizations who do business with the City.
- 16.2 A contractor must submit a proper invoice to receive payment, except where the contract provides for payment at pre-determined intervals without having to submit an invoice for each scheduled payment.

17. Confidential/Proprietary Information

- 17.1 Proposers should specifically identify those portions of their proposal considered confidential, proprietary information or trade secrets and provide any justification as to why the Plan should not disclose such material upon request.
- 17.2 Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

18. Proposers' Errors/Omissions

The Plan will not be responsible for errors or omissions made in any Proposer's proposal.

19. Rules and Regulations of the New York State Deferred Compensation Board

The Rules and Regulations of the New York State Deferred Compensation Board govern this procurement. In the event of a direct or indirect conflict between the Rules and Regulations of the New York State Deferred Compensation Board and any provisions hereof, the Rules and Regulations of the New York State Deferred Compensation Board shall govern. In addition, the contract to be entered into as a result of this solicitation will include certain provisions arising out of the Rules and Regulations of the New York State Deferred Compensation Board.

SECTION VI: GENERAL PROVISIONS OF THIS SOLICITATION

A. CONDITIONS

Proposers are advised to become familiar with all conditions, instructions, and specifications governing this RFP. Once a proposal has been accepted, failure to have read all the conditions, instructions and specifications of this RFP shall not be cause for a Proposer to request additional compensation.

B. INITIAL CONTRACT TERM AND RENEWALS

The contract resulting from this solicitation is expected to commence on or about October 1, 2019.

The initial contract term is for a period of five (5) years. The Board, at its sole discretion, shall have the option to renew the contract for a further five (5) years. The Agreement will not exceed the limitations as set forth by the Rules and Regulations of the New York State Deferred Compensation Board.

C. UNACCEPTABLE PROPOSALS

No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City of New York upon any debt or contract; is a defaulter, as surety or otherwise, upon any obligation to the City of New York; has been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; or has any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts.

The Plan will only consider proposals submitted directly by product providers, not by third party intermediaries. A proposal submitted by or through a third party intermediary will not be considered for award.

In addition, preference will be given to Proposers who do not subcontract performance of any part of the services to be provided. The Plan reserves the right to reject any Proposer who proposes to subcontract any aspect of the services described in this RFP.

D. WRITTEN PROPOSALS

The submission of a written proposal will constitute a binding offer to perform said services.

E. SELECTION OF PROPOSER AND CONTRACT NEGOTIATION

Any objections to the standard contract terms discussed in Section III(5), Required Provisions of the Contract Resulting from this RFP, must be raised in the Letter of Transmittal. Proposers are urged to read Section III of this RFP carefully. However, if the objections to the contract terms are not raised in the Letter of Transmittal, no negotiation of the standard terms discussed in Section III(5), Required Provisions of the Contract Resulting from this RFP, will be permitted.

F. RIGHTS RESERVED BY THE PLAN

The Plan reserves the right to:

1. Amend or cancel the RFP after its release;
2. Reject any and all proposals, in whole or in part, submitted in response to this RFP at its discretion;

3. Waive or modify minor irregularities in proposals after prior notification to the Proposer;
4. Reject any proposal that sets forth fees that the Plan deems to be unreasonable or that is not in the specified format;
5. Negotiate with one or more Proposers, concurrently or sequentially, as the Plan determines; however, Proposers should submit their best proposals at the outset since negotiations may not take place and no Proposer shall have any rights against the City arising from the invitation to negotiate or negotiations pursuant to it;
6. Accept a proposal that has been assigned from one vendor to another provided that the Plan agrees and the new vendor meets all of the qualifications set forth herein.

G. NEWS RELEASE

The Proposer must not at any time release any news or make any statements to the public, press or other media relating to this RFP, the resulting contract or any performance thereunder.

H. OTHER INFORMATION

Proposals submitted become the property of the City of New York. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation, or lack of information.

The Proposer shall neither solicit nor accept from any investment provider any commissions, service fees, or any other form of compensation for work performed under, or related to, this contract without disclosure to the Plan of the amount and details of such arrangement. Prior to the acceptance of any commissions, service fees or any other form of compensation as set forth above, the Plan must first approve the arrangement. In the event that the Proposer does receive commissions, service fees or other compensation from any investment provided for work performed under the contract without the approval and knowledge of the Plan, such compensation shall be the property of the City and the Proposer shall remit the full amount of such compensation to the Plan within two (2) days of receipt without limiting any other legal rights the Plan may have. Nothing in this paragraph shall be construed to prohibit the Proposer from accepting compensation from investment providers for work performed under any other contract.

SECTION VII: ADDITIONAL REQUIRED PROVISIONS OF THE CONTRACT(S) RESULTING FROM THIS RFP

Submission of a proposal indicates to the Plan that the Proposer has read, understands and accepts that the following terms will govern the contract to be entered into between the Plan and the successful Proposer:

- 1) The Rules and Regulations of the New York State Deferred Compensation Board govern this procurement and will become part of the final contract governing this procurement. A copy of these rules and regulations can be downloaded from the Plan's Web site at: <https://www1.nyc.gov/site/olr/about/about-rfp.page>
- 2) The RFP and the successful Proposer's proposal will become part of the final contract and will be incorporated into the contract by reference.
- 3) The City's General Provisions Governing Contracts for Consultants, Professional and Technical Services (Appendix A) will become part of the final contract. The current version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services can be downloaded at the Plan's Web site. However, the New York City Law Department may, from time to time, revise the General Provisions Governing Contracts for Consultants, Professional and Technical Services, and any contract entered into as a result of this solicitation will include the latest version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services, which may differ from the version enclosed with this RFP.

**CITY OF NEW YORK
PROPOSAL SUBMISSION FORM**

Unbundled Recordkeeping Services
(RFP TITLE)

214180000447
(PIN)

PROPOSER IDENTIFYING INFORMATION

PROPOSER NAME: _____

EMPLOYER IDENTIFICATION NUMBER (EIN) # _____
(IF NO EIN, PLEASE PROVIDE SS#)*

SOCIAL SECURITY NUMBER (SSN) # _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

CONTACT PERSON _____ PHONE # _____

FAX # _____

E-MAIL ADDRESS: _____

SUB-CONTRACTOR(S) IDENTIFYING INFORMATION (IF APPLICABLE)

SUB-CONTRACTOR NAME: _____

EMPLOYER IDENTIFICATION NUMBER (EIN) # _____
(IF NO EIN, PLEASE PROVIDE SS#)*

SOCIAL SECURITY NUMBER (SSN) # _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

CONTACT PERSON _____ PHONE # _____

FAX # _____

E-MAIL ADDRESS: _____

PROPOSAL PACKAGE CONTENTS

(EACH ITEM BELOW MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE)

_____ LETTER OF TRANSMITTAL

_____ TECHNICAL PROPOSAL

_____ PROPOSAL SUBMISSION FORM

_____ PRICE PROPOSAL

_____ ACKNOWLEDGMENT OF ADDENDA

_____ AUDITED FINANCIAL STATEMENTS

* UNDER THE FEDERAL PRIVACY ACT, THE FURNISHING OF SOCIAL SECURITY NUMBERS IS VOLUNTARY. FAILURE TO PROVIDE A SSN WILL NOT DISQUALIFY A PROPOSER OR SUB-CONTRACTOR FROM BEING AWARDED A CONTRACT.

ACKNOWLEDGMENT OF ADDENDA FORM

RFP TITLE: Unbundled Recordkeeping Services	PIN: 214180000447
DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.	
PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED BY PROPOSER WITH RESPECT TO THIS RFP:	
ADDENDUM # 1, DATED _____, 20____	
ADDENDUM # 2, DATED _____, 20____	
ADDENDUM # 3, DATED _____, 20____	
ADDENDUM # 4, DATED _____, 20____	
ADDENDUM # 5, DATED _____, 20____	
ADDENDUM # 6, DATED _____, 20____	
ADDENDUM # 7, DATED _____, 20____	
ADDENDUM # 8, DATED _____, 20____	
ADDENDUM # 9, DATED _____, 20____	
ADDENDUM #10, DATED _____, 20____	
ADDENDUM #11, DATED _____, 20____	
ADDENDUM #12, DATED _____, 20____	
PART II _____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.	
ORGANIZATION: _____	
BY (PRINT NAME): _____	
SIGNATURE _____	

ATTACHMENT A
PRICE PROPOSAL

PROPOSER NAME: _____

Assuming 430,000 eligible employees with 180,000 actually participating in the Plan, please provide a cost for the unbundled recordkeeping services based upon the Section II (A) – Scope of Work.

Proposers must indicate their fee as a quarterly dollar amount per-participant only.

(Note: Proposer shall only charge the Plan a single quarterly fee for participants with multiple accounts (457, 401(k), NYCE IRA).

Recordkeeping Fees

- A) The quoted fees must cover all recordkeeping fees, expenses, On-Site Support Staff and costs.
- B) A price proposal expressed as anything other than a per-participant, per-quarter dollar amount (e.g., as a percentage of Plan assets) will be deemed **non-responsive** and shall be eliminated from consideration. Please note that the Plan will only consider proposals submitted directly by product providers, not by third party intermediaries. A proposal submitted either by or through a third party intermediary will not be considered for award.

Contract Term

Years 1 through 5: \$ _____

Renewal Option

Years 6 through 10: \$ _____

PROPOSER NAME (Print Name): _____

SIGNATURE: _____

DATE: _____