



REQUEST for PROPOSAL #921
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, APRIL 16, 2025

DUE DATE: WEDNESDAY, MAY 14, 2025 by 11:00 am

Request for Proposal for:

457 DEFERRED COMPENSATION PLAN INVESTMENT CONSULTANT

SUBMIT:

One (1) Original

Two (2) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

*****Proposals must be delivered to the Purchasing office – No Exceptions***

*****Proposals must be date and time stamped by Purchasing staff by 11:00 am on due date.***

*****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name***

Refer Questions to Project Manager:

Amie Johnson
Sr. HR Representative, Human Resources
Amie.Johnson@Clark.wa.gov
564-397-2465

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscrosters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at

independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

Table of Contents

PART I PROPOSAL REQUIREMENTS

Section IA: General Information

1. Introduction
2. Background
3. Scope of Project
4. Project Funding
5. Title VI Statement
6. Timeline for Selection
7. Employment Verification

Section IB: Work Requirements

1. Required Services
2. County Performed Work
3. Deliverables and Schedule
4. Place of Performance
5. Period of Performance
6. Prevailing Wage
7. Debarred / Suspended
8. Americans with Disabilities Act (ADA) Information
9. Public Disclosure
10. Insurance/Bond
11. Plan Holders List

PART II PROPOSAL PREPARATION AND SUBMITTAL

Section IIA: Pre-Submittal Meeting/Clarification

1. Pre-Submittal Meeting
2. Proposal Clarification

Section IIB: Proposal Submission

1. Proposals Due
2. Proposal

Section IIC: Proposal Content

1. Cover Sheet
2. Project Team
3. Management Approach
4. Respondent's Capabilities
5. Project Approach and Understanding
6. Proposed Cost

PART III PROPOSAL EVALUATION & CONTRACT AWARD

Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

Section IIIB: Contract Award

1. Consultant Selection
2. Contract Development
3. Award Review
4. Orientation/Kick-off Meeting

ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest
- C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form

EXHIBITS

- A. Sample Contract

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The Clark County Human Resources Department is seeking proposals from investment consulting firms with demonstrated experience in 457 Deferred Compensation Plans including creating and maintaining an investment policy, plan performance reporting and investment monitoring, overall portfolio analysis and recommendations, cost analysis and benchmarking, and fiduciary committee education and assistance.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <u>are not</u> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Clark County's Human Resources Department manages the County's 457 Deferred Compensation Program, offering both pre-tax and Roth options. Our record keeper is Lincoln Financial. As of December 31, 2024, the Plan had approximately \$143 million in assets and about 1,770 participants, 929 that are actively contributing. The total amount of contributions in 2024 was \$1.6 million. We currently have about 60 loans, totaling about \$500,000. Lincoln's local representatives provide one-on-one retirement counseling services, education, and training to our employees. Participants pay administrative fees, currently at \$86 per year.</p> <p>Clark County has a Deferred Compensation Committee comprised of five individuals in the following positions: Deputy Prosecuting Attorney Senior, Director of Human Resources, Benefits Manager, Chief Deputy Treasurer, and Director of Community Services.</p> <p>This investment consultant would help to educate and guide our Deferred Compensation Committee to achieve quality and diverse investment options, obtain competitive provider and fund fees, create and maintain an investment policy, and provide cost analysis and benchmarking.)</p>
3. Scope of Project	<p>The successful proposer will work with the Deferred Compensation Committee and the Benefits Manager, providing objective and independent advice solely in the interest of plan participants and their beneficiaries. Services provided include:</p> <ul style="list-style-type: none"> • Meeting with the Deferred Compensation Committee at least every 6 months to provide fiduciary education and guidance • Creating and maintaining an investment policy • Plan performance and monitoring

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

	<ul style="list-style-type: none"> • Overall portfolio analysis and recommendations • Plan cost analysis and benchmarking • Provide regulatory updates • Review provider contracts and communications, recommend changes as needed
4. Project Funding	Allocation of funds for this RFP will be established based on the funds requested in the selected proposal. Fees to pay for both the 457 record keeper and the investment consultant are paid via participant administrative fees.
5. Title VI Statement	<p><u>Title VI Statement</u></p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p> <p>La poliza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a CCPW-TitleVI@clark.wa.gov o por teléfono a 564-397-4944. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.</p> <p>For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email at CCPW-TitleVI@clark.wa.gov or phone at 564-397-4944. Hearing/speech impaired may call the Washington Relay Center at 711.</p>

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

6. Timeline for Selection	<p>The following dates are the <u>intended</u> timeline for this RFP. Dates are subject to change.</p> <table border="1"> <tr> <td>RFP Release Date</td><td>April 16, 2025</td></tr> <tr> <td>Deadline for Questions and Answers</td><td>April 30, 2025</td></tr> <tr> <td>Proposals Due</td><td>May 14, 2025</td></tr> <tr> <td>Proposal Review/Evaluation Period</td><td>May 15 – June 6, 2025</td></tr> <tr> <td>Finalist Meetings</td><td>June 9 – 27, 2025</td></tr> <tr> <td>Decision</td><td>July 7, 2025</td></tr> <tr> <td>Notifications</td><td>July 8 – 11, 2025</td></tr> <tr> <td>Contract Negotiation/Execution & Implementation</td><td>July 14 – September 30, 2025</td></tr> <tr> <td>Contract Begin Date</td><td>October 1, 2025</td></tr> </table>	RFP Release Date	April 16, 2025	Deadline for Questions and Answers	April 30, 2025	Proposals Due	May 14, 2025	Proposal Review/Evaluation Period	May 15 – June 6, 2025	Finalist Meetings	June 9 – 27, 2025	Decision	July 7, 2025	Notifications	July 8 – 11, 2025	Contract Negotiation/Execution & Implementation	July 14 – September 30, 2025	Contract Begin Date	October 1, 2025
RFP Release Date	April 16, 2025																		
Deadline for Questions and Answers	April 30, 2025																		
Proposals Due	May 14, 2025																		
Proposal Review/Evaluation Period	May 15 – June 6, 2025																		
Finalist Meetings	June 9 – 27, 2025																		
Decision	July 7, 2025																		
Notifications	July 8 – 11, 2025																		
Contract Negotiation/Execution & Implementation	July 14 – September 30, 2025																		
Contract Begin Date	October 1, 2025																		
7. Employment Verification	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach.</p> <p>(Sole Proprietors must submit a letter stating such.)</p>																		
Section IB	Work Requirements																		
1. Required Services	<p>Provide investment services for the Clark County 457 Deferred Compensation Plans including creating and maintaining an investment policy, plan performance reporting and investment monitoring, overall portfolio analysis and recommendations, cost analysis and benchmarking, and fiduciary committee education and assistance.</p> <p>Minimum Proposer Qualifications:</p> <ul style="list-style-type: none"> • Shall have a minimum of 10 years' experience of 457 deferred compensation investment consulting • Shall provide a dedicated account team • Shall certify that they will provide a rate guarantee of no less than 3 years • Shall agree to execute any and all contracts and other necessary agreements within 30 days of the receipt of the Notice of Award 																		
2. County Performed Work	<p>The county understands that we have an obligation to partner with vendors that provide the best service for our employees at a competitive price. We have taken the steps to prepare and release this request to fulfil this obligation. In addition, we have identified a panel of employee</p>																		

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

	representatives that are qualified to review the proposals we receive and choose the most qualified vendor that meets our needs.
3. Deliverables & Schedule	<p>This is a suggested schedule and is subject to change.</p> <p>The timeline for this project is listed earlier in this document.</p>
4. Place of Performance	Contract performance may take place virtually or in a County facility.
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for a minimum of three (3) years and is intended to begin on October 1, 2025 and end September 30, 2028.</p> <p>Total contract value including extensions will be determined by evaluating funds requested in the selected proposal(s) and approved funding.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of four (4) additional years, in two (2) year increments, with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Cost for additional option year(s) shall be reviewed prior to extension of the contract.</p> <p>The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposers must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. Americans with Disabilities Act (ADA) Information	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
9. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposers responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000</p>

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

	<p>annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p><u>E. Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$2,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p><u>F. Professional Liability (aka Errors and Omissions)</u> The Proposer shall obtain, at Proposers expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposers liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p><u>G. Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p><u>H. Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	All proposers are required to be listed on the plan holders list.

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

	<p>✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.
--	---

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is April 30, 2025 by 5:00 pm.</p> <p>An addendum will be issued no later than May 7, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <p>1. RFP Number and;</p> <p>2. TITLE and;</p> <p>3. Name and Address of the Proposer.</p> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed twenty-five (25) pages, excluding resumes, coversheet and debarment form. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

Request for Proposal #921

457 Deferred Compensation Plan Investment Consultant

	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	Specify the proposed structure of the account management team.
3. Management Approach	Provide an implementation plan and timeline.
4. Respondent's Capabilities	<p>Include in your Proposal responses to the following questions:</p> <ol style="list-style-type: none"> 1. Provide a brief description of your firm including the ownership structure, year the firm was founded, and current number of employees. 2. Identify key personnel involved in this project. Provide a brief bio for each individual identified listing their role, specific qualifications, and experience with similar projects. 3. Does your firm have any professional or personal financial interest which could be a possible conflict of interest in representing Clark County? Does your firm or any of its employees derive compensation from any investment fund providers, financial institutions, or other consultants? 4. Identify any public or private disciplinary actions against your firm or individuals within your firm by professional organizations or oversight committees. 5. Report all litigation involving your firm in the last five (5) years. 6. Disclose any investigation of your firm conducted by the Securities and Exchange Commission or any federal or state regulatory agency. 7. How many public sector clients do you have with 457 Deferred Compensation plans and how many assets do they have? 8. Describe your investment philosophy and process as it relates to deferred compensation plans. Include the following in your description: 1) approach to formulating goals and objectives, and 2) the decision-making process. 9. Describe what distinguishes your firm from its competitors and any unique benefits the Plan will derive by selecting your firm to provide these consulting services. You may submit any additional material you feel would be helpful in understanding the advantages associated with utilizing your firm.

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

5. Project Approach and Understanding	<p>Please provide a detailed description of the project approach your firm plans to take to meet the scope of services described in Section 1A.3 – Scope of Project. Include the following information:</p> <ol style="list-style-type: none">1. Overall scope of work tasks2. Provide specific approach your firm plans to take to accomplish the tasks3. Schedule and ability to complete the project within the County's required time frame, and4. Assignment of work within your firm's work team.
6. Proposed Cost	<p>The proposal shall include the total cost associated with your services as a monthly amount. Please also include any costs associated with travel or miscellaneous expenses.</p>

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection														
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. Depending on your funding requirements the Committee review results and recommendations may require presentation to an appropriate advisory board prior to the consent process with the Clark County Council.														
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 684 1421 1121"> <tr> <td>Proposal Approach / Quality</td><td>25</td></tr> <tr> <td>Capabilities / Experience</td><td>20</td></tr> <tr> <td>Account Support</td><td>15</td></tr> <tr> <td>Product Demonstration</td><td>15</td></tr> <tr> <td>Cost</td><td>15</td></tr> <tr> <td>References</td><td>10</td></tr> <tr> <td>Total Points</td><td>100</td></tr> </table>	Proposal Approach / Quality	25	Capabilities / Experience	20	Account Support	15	Product Demonstration	15	Cost	15	References	10	Total Points	100
Proposal Approach / Quality	25														
Capabilities / Experience	20														
Account Support	15														
Product Demonstration	15														
Cost	15														
References	10														
Total Points	100														
Section IIIB	Contract Award														
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>														
2. Contract Development	The proposal and all responses provided by the successful proposer may become a part of the final contract. The form of contract used shall be the County's Contract for Professional Services – see Exhibit A .														
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov														

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

4. Orientation/Kick-off Meeting	Each vendor is expected to provide an implementation plan with their proposal and/or during the finalist interview. The vendor is responsible for initiating and driving the implementation to ensure activities are completed before the effective date.
---------------------------------	---

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Mason@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Request for Proposal #921
457 Deferred Compensation Plan Investment Consultant

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EXHIBIT A - SAMPLE CONTRACT

Clark County, Washington

Contract Name

(For example Contract for Analysis of Rural Land Bank Potential with Jones Consulting)

Solicitation No. _____

*(the Purchase Order in Workday, or the name and number of your bid/small works quote/rfp
(i.e. Rural Land Bank RFP 674))*

THIS CONTRACT, entered this _____ day of _____ YEAR, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and (**Insert Vendor Name), after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP # XXX/or appropriate procurement method)) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning (insert beginning date) and ending (insert ending date). These dates must be the same you put inside your RFP. Are there extensions available? They must be listed here also, and they must be the same a you listed in your RFP.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed (the dollar amount in Exhibit "B") without prior approval of the

County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and

cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, a scope of work which consists of a proposal based on (bid, quote, RFP & #, (i.e. RFP #675), and Exhibit B, budget documents. (add in additional Exhibits if needed). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/**Department of ?**.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this contract.

16. Liability Insurance. The contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$500,000 per occurrence and in the aggregate for each one-year period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.

17. Consent and Understanding. This Contract contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

18. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

Signatory blocks, use the signatories that apply based on the size of the contract and funding sources and your department.

County Manager signature block

CLARK COUNTY

(COMPANY – INC, LLC, CORP, ETC)

, County Manager

By

Printed Name

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

Title

By _____
Deputy Civil Prosecutor

County Council signature block IF NEEDED

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
_____, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
_____, Councilor

By _____
Deputy Civil Prosecutor

By: _____
_____, Councilor

By: _____
_____, Councilor

By: _____
_____, Councilor