

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

505-662-8127

Advertised: **January 14, 2025**

Closing Date: **February 25, 2025**

**Request for Proposals (“RFP”)  
RFP Number: 25-39  
RFP Name: Provider(s) of Pension Services  
For Los Alamos County Employee Pension Plan**

**Estimated Timeline of RFP Process\***

January 2025		February 2025		March 2025		May 2025	
14	County will release RFP	25	Offeror proposals are due	5	Best and Final Offer Requests to Offerors	20	Council meeting to approve award of contract
28	Questions due from Offerors			13	Best & Final Offers Due as applicable		
31	Response to Offeror questions released to all Offerors	Feb 26 – Mar 4	Response Review/ Analysis	14	Best and Final Offer Review – Interview Selections Made		
				25	Vendor Interviews		
				27	Award Decision Made		

\*Subject to change as determined by the County

**GENERAL INFORMATION**

- Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
- ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP25-39 Provider(s) of Pension Services For Los Alamos County Employee Pension Plan.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to **Kat Brophy, Management Analyst** at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [labid@lacnm.us](mailto:labid@lacnm.us) email box before 2:00 p.m. **Mountain Time on February 20, 2025, will be reviewed.**

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, February 20, 2025**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.

- Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.

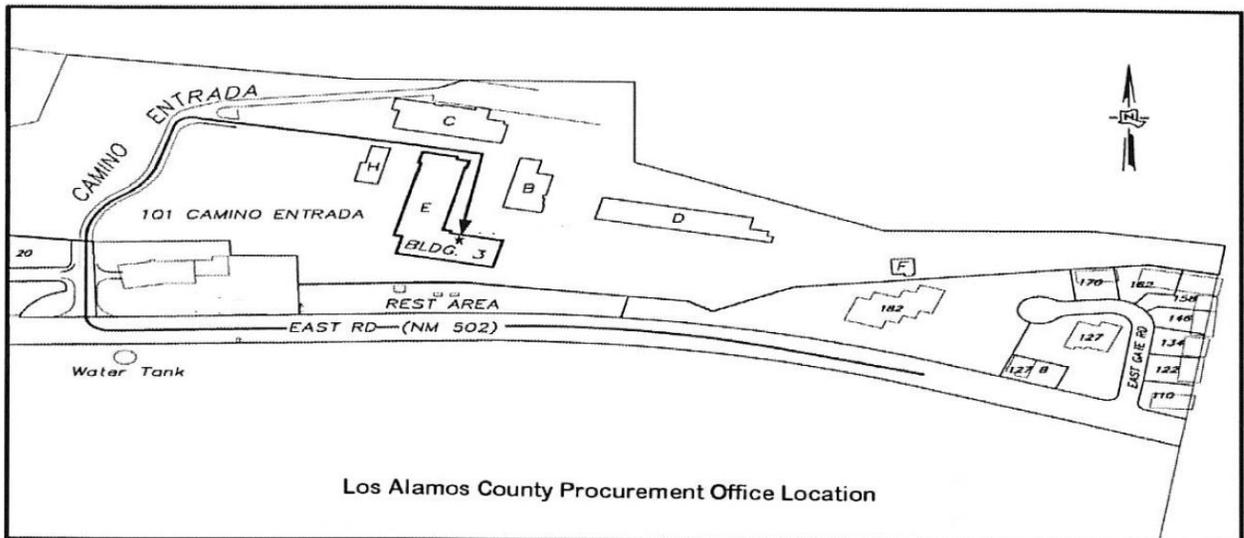


3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").

- Follow the signs to Building 3, the L-shaped building in the center of the complex.
- If you pass the Holiday Inn Express and the Airport, you've gone too far.



4. Enter glass door marked "PROCUREMENT." *See map below.*



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.

6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing by January 28, 2025.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The County has the ability to contract for up to seven years. It is anticipated that the initial term of the contract may be for a period of up to **four** (4) years with renewals or extensions for up to three (3) consecutive one-year periods or one (1) final three (3) year period. The purchasing agent has determined that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. The County contemplates a multiple-source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al

## CONTACT INFORMATION

1. For project-specific information, contact [Victoria Pacheco](mailto:victoria.pacheoco@lacnm.us), at [victoria.pacheoco@lacnm.us](mailto:victoria.pacheoco@lacnm.us); (505) 662-8045.
2. For procurement process information, contact [Kat Brophy](mailto:kat.brophy@lacnm.us), Title at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us); (505) 662-8127.
3. Written questions submitted via e-mail should be sent to [Kat Brophy](mailto:kat.brophy@lacnm.us) and copied to [Victoria Pacheco](mailto:victoria.pacheoco@lacnm.us).
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

<https://lacnm.com/bids>

## NEED STATEMENT

The purpose of this RFP is to solicit proposals from qualified Offerors to provide pension services to the Incorporated County of Los Alamos ("County") in the administration of its governmental defined contribution plan under participant self-direction of investments. The services sought are those of Trustee/Recordkeeper and/or Investment Advisor. The services of Trustee/Recordkeeper must be

presented in a “bundled” manner. The services of Investment Advisor must be submitted either as a stand-alone service or “bundled” with the Trustee/Recordkeeper. Detailed Scopes of Services expected to be provided by the Offeror(s) are described in Exhibits A and B (attached herein by reference for all purposes).

## **SCOPE OF SERVICES (or WORK)**

Detailed Scopes of Services expected to be provided by the Offeror(s) are described in Exhibits A and B (attached herein by reference for all purposes).

- 1. Exhibit A – Trustee/Recordkeeping Services**
- 2. Exhibit B – Investment Advisor Services**

## **INFORMATION RELATED TO THE SCOPE OF WORK**

1. The Incorporated County of Los Alamos Employee Pension Plan (hereafter referred to as “the Plan”) was begun as a benefit to County employees in 1978. The Plan was created under Section 401(a) of the Internal Revenue Code (IRC) as a defined contribution money purchase pension plan and is intended to provide benefits to County employees in lieu of those provided by the Federal Insurance Contributions Act (FICA). At this time, the Plan has some 1,300 participants, which includes both current regular employees and those who have terminated or retired, but left their assets in the Plan.

The Plan was initially administered under a contract with Mutual Benefit Life (“MBL”) Insurance Company, which was also responsible for investment of the Plan’s assets. When MBL went into court-ordered rehabilitation in 1991, the County discontinued depositing new contributions to MBL. New monies were deposited with First Security Bank in Albuquerque, which served as recordkeeper, trustee, and investment advisor. A Pension Committee administered the Plan made up of five County employee members.

In 1996, the County Council adopted a revised Plan, which provided for continuation of the MBL rehabilitation process administered by the Courts of the State of New Jersey. The new revised Plan also centralized administrative control of the Plan within the County Council and provided for participant self-direction of new monies contributed after 1991. The MBL assets came out of rehabilitation at full value plus interest in February 1998 and were added as separate accounts to the participant self-directed funds.

Both the former MBL assets and the contributions made after August 1991 are currently held by the Charles Schwab, as the Trustee, and Sentinel Benefits and Financial Group formerly Alliance Benefit Group Southwest, as the Plan recordkeeper. Charles Schwab and Sentinel Benefits and Financial Group formerly Alliance Benefit Group Southwest have been providing these services since July 1, 2012. These assets currently exceed \$80 million, including loans receivable, and are the assets under consideration in this RFP.

As identified previously, this RFP reflects the County’s intent to solicit these services in the following manner: Trustee/Recordkeeping services will be “bundled”, while Investment Advisor services will either be provided as a stand-alone service or “bundled” with the Trustee/Recordkeeping services. Thus, the successful Offerors on this RFP will be responsible to provide either Trustee/Recordkeeping or Investment Advisory services or, in the case of joint proposals, both types of services.

**Pension Plan Document and Administration:** As noted above, the Plan was revised in April 1996, shifting the administrative responsibility from the former Pension Committee to the Plan Sponsor (County Council). The Council has formally delegated the authority to administer the Plan to the County Manager as Pension Plan Administrator, who further delegated day-to-day administration of the Plan to the Benefits and Pension Manager in the Human Resources Division. In 1998 the Plan was again revised to remove all references to MBL assets. The Plan was restated in 2015 to adopt the Volume Submitter plan document pre-approved by the Internal Revenue Service (IRS) and restated in 2022 to comply with the SECURE Act, CARES Act, and the Consolidated Appropriations Act 2021 as required by the IRS. Since inception, the Plan has received favorable determination letters from the Internal Revenue Service regarding its status as a governmental individually designed qualified plan. The

Plan's most recent independent favorable determination letter was issued on June 30, 2020. In 2020, the Plan, with a Volume Submitter Plan Document approved by the IRS, was able to rely on the favorable determination letter issued for the pre-approved plan document.

2. **Plan Assets:** The plan assets total approximately \$80,676,065 and are currently invested by participant direction in the following funds:

flexPATH Index+ Cons 2045 Fund CL R1	0.003%
flexPATH Index+ Cons 2055 Fund CL R1	0.038%
flexPATH Index+ Cons Retire Fund CL R1	0.040%
BlackRock EAFE Equity Index Fund CL 1	0.049%
BlackRock U.S. Debt Index Fd CL 1	0.069%
flexPATH Index+ Agg Retire Fund CL R1	0.135%
Small Cap Value Fund CL I1	0.147%
Parnassus Core Equity Institutional	0.227%
flexPATH Index+ Cons 2035 Fund CL R1	0.303%
BlackRock Equity Index Fund CL 1	1.907%
Baird Aggregate Bond Inst	2.093%
flexPATH Index+ Agg 2045 Fund CL R1	2.809%
flexPATH Index+ Agg 2035 Fund CL R1	3.101%
flexPATH Index+ Agg 2055 Fund CL R1	3.201%
Small Cap Growth Fund II Fee Class I1	4.271%
PIMCO Stable Value Fund Class 1	4.420%
American Funds American Balanced R5	4.446%
flexPATH Index+ Mod 2055 Fund CL R1	5.597%
flexPATH Index+ Mod Retire Fund CL R1	6.467%
flexPATH Index+ Mod 2045 Fund CL R1	9.593%
flexPATH Index+ Mod 2035 Fund CL R1	9.684%
International Stock Fund CL I1	10.353%
AB Relative Value I	12.228%
Large Cap Growth Fund III CL I1	16.787%
Participant Loans	2.034%

The County requires that the investment options offered to Plan Participants follow the guidelines set forth in the Investment Policy illustrated in Exhibit C. The County will consider proposals from Respondents who offer their own proprietary funds. However, these proprietary funds cannot exceed 30% of the total number of investment options that are offered to plan participants.

3. **Contributions:** Contributions total approximately \$5.9 million annually and are remitted biweekly to the Trustee via electronic transfer of funds and electronic file of individual contributions. **No voluntary contributions are currently allowed and no salary deferrals are allowed.** The contributions are comprised of three different components:
- Basic Employer Amount** which equals five percent (5%) of the Participant's normal periodic compensation and vests based on a graduated seven-year vesting schedule;
  - Supplemental Employer Amount** which equals four percent (4%) of the Participant's normal periodic compensation and is immediately 100% vested; and
  - Participant Mandatory Amount** which equals a post-tax contribution of one percent (1%) of the Participant's normal periodic compensation and is also immediately 100% vested.

Currently, the Plan does not permit the receipt of rollover contributions.

4. **Additional Accounts:** In addition to the above contributions, the following historical accounts exist for individuals, but they no longer receive new contributions:
  - a. Participant Voluntary Accounts to which deposits are no longer permitted but do have residual values from prior contributions.
  - b. MBL Basic Employer Accounts to which deposits are no longer permitted but do have residual values from prior contributions.
  - c. MBL Supplemental Employer Accounts to which deposits are no longer permitted but do have residual values from prior contributions.
  - d. MBL Participant Mandatory Accounts to which deposits are no longer permitted but do have residual values from prior contributions.
  - e. MBL Voluntary Accounts to which deposits are no longer permitted but do have residual values from prior contributions.
  - f. Qualified Domestic Relations Order Accounts are the result of asset allocations from divorce settlements and do not receive ongoing contributions.
  
- E. **Withdrawals:** Withdrawals may only be made as a lump sum distribution or a hardship withdrawal.
  
- F. **Loans:** Participant loans, not to exceed 50% of a participant's vested amount, have been permitted since July 1998. In compliance with Internal Revenue Code provisions, the loan may not exceed \$50,000. The loan may be for 1-5 years unless used to acquire a primary residence. Plan Participants may have no more than one loan outstanding at any one time. Participants must wait six months after paying off a loan before initiating another loan. As of December 11, 2024, the Plan currently has approximately 139 loans outstanding, with a value of approximately \$1,640,911.45.
  
- G. **Plan Design:** The Plan is a 401(a) governmental plan that provides Participants with self-directed investments.
  
- H. **Plan Year:** The Plan Year runs from July 1 to June 30.
  
- I. **Plan Administrative Fees:** Plan administrative fees are deducted monthly in equal amounts per capita from all Participants' accounts and deposited in an Administrative Fund account. The County draws from this administrative fund account quarterly to pay administrative costs.

## DEFINITIONS

Terms which have specific meaning when used within the context of this document:

- A. **"Offeror"** is a person, corporation, or partnership recognized under the laws of the State of New Mexico that is authorized to conduct business within the State.
- B. **"Bundled"** refers to services packaged together rather than separately.
- C. **"Must", "shall", "will", "is required", "will be" and "are required"** refer to items that are mandatory.
- D. **"Should", "could", "can", "may", "possibly", "preferably" and "preferred"** refer to items that are optional.
- E. **"Participant Delegates"** are appointed by the Plan Administrator, or designee. The number of Participant delegates is determined by the Plan Administrator or designee. The Participant delegates serve at the pleasure of the Employer. The Participant delegates' responsibilities include providing non-binding advice to the Administrator and Plan Sponsor on matters concerning Plan decisions and actions which the Administrator and Plan Sponsor deems important to Participants and to communicate to the Administrator concerns Participants have about the operation of the Plan. The decisions and actions of the Administrator and the Plan Sponsor do not require the consent of the Participant delegates. The role of the Participant delegates does not affect an individual Participant's right to receive information concerning the Plan to which he is entitled under the Plan Document and Plan policies.

## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror(s) will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit E. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit F, and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise

the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror from consideration for award.

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit G. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico prior to County's obligation to pay for the Services.

### **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit H. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

### **PROPOSAL FORMAT**

Offerors shall submit a Proposal to the County in the format described below.

To facilitate the review process, County's preference, though not a requirement, is that Proposals be in 8 by 10-inch format; that they not exceed fifty (50) pages, not including Exhibits or attachments; and that marketing materials included not exceed ten (10) pages of materials. If submitted electronically, Proposal documents should be submitted in PDF format.

Proposals shall include, but need not be limited to, the following components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services Questionnaires contained in Exhibit A and Exhibit B. Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

**Offerors shall refer to the Questionnaire in either Exhibits A and Exhibit B, as applicable, and answer all questions contained therein for the purpose of formatting proposals and receiving points based on Proposal Evaluation Criteria as identified below. In the event Offeror is submitting a bundled response, Offeror shall answer the questions in each Exhibit Questionnaire separately.**

### **EXHIBIT A – TRUSTEE/RECORDKEEPING SERVICES**

- 1) Organization and Staffing (Questionnaire items 1 and 2)
- 2) Conversion and Implementation Process (Questionnaire item 3)
- 3) Communication (Questionnaire items 4 and 5)
- 4) Asset Services/Trading (Questionnaire items 6 and 7)
- 5) Contributions and Distributions/Withdrawals (Questionnaire, Item 8)
- 6) Safety and Security of Assets (Questionnaire, Item 9)
- 7) Compliance and Quality Control (Questionnaire items 10 and 11)
- 8) Cost. Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: "Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited." **County cannot accept any cost+pricing.**
  - a) Using Proposer's own document, propose costs for all services, defined clearly in individual line items, and any optional services or additional services being proposed separated from base fees and clearly defined as "Optional."
  - b) Provide costs for all services (including optional services) for all (potential) seven (7) years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement. County will consider but is under no obligation to accept future year unit prices based

on a specified dollar amount, a specified percentage, a capped not-to-exceed dollar amount or percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors should note that the ability to provide services and pricing for a seven (7)-year contract term is a scored evaluation criterion. County, at its sole discretion, reserves the right to accept any given proposed fee.

- c) Describe costs for any reimbursable or direct costs, if any. Reimbursable or direct costs, including promotional items and other similar materials purchased by Contractor in the performance of Services under the Contract, that have been pre-authorized by County, may be billed at actual cost to County with a copy of the invoice from Contractor's supplier, and with a proposed administrative invoice processing fee.
- 9) Submission of County's Standard Sample Services Agreement with Deviations or Exceptions Noted or Acknowledgment of no Deviations. Offeror should note on Exhibit I any deviations or exceptions with the County's standard terms or acknowledge that Offeror has no deviations or exceptions. (Please also see "Award of Solicitation" above.)

#### **EXHIBIT B – INVESTMENT ADVISORY SERVICES**

- 1) Organization and Staffing (Questionnaire items 1 and 2)
- 2) Fund Selection Process (Questionnaire, item 3)
- 3) Communication Questionnaire, item 4)
- 4) Education/Implementation (Questionnaire item 5)
- 5) Compliance and Quality Control (Questionnaire items 6 and 7)
- 6) Cost. Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: "Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited." **County cannot accept any cost+pricing.**
  - a) Using Proposer's own document, propose costs for all services, defined clearly in individual line items, and any optional services or additional services being proposed separated from base fees and clearly defined as "Optional."
  - b) Provide costs for all services (including optional services) for all (potential) seven (7) years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement. County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a specified percentage, a capped not-to-exceed dollar amount or percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors should note that the ability to provide services and pricing for a seven (7)-year contract term is a scored evaluation criterion. County, at its sole discretion, reserves the right to accept any given proposed fee.
  - c) Describe costs for any reimbursable or direct costs, if any. Reimbursable or direct costs, including promotional items and other similar materials purchased by Contractor in the performance of Services under the Contract, that have been pre-authorized by County, may be billed at actual cost to County with a copy of the invoice from Contractor's supplier, and with a proposed administrative invoice processing fee.
- 7) Submission of County's Standard Sample Services Agreement with Deviations or Exceptions Noted or Acknowledgment of no Deviations. Offeror should note on Exhibit I any deviations or exceptions with the County's standard terms or acknowledge that Offeror has no deviations or exceptions. (Please also see "Award of Solicitation" above.)

**DOCUMENTS TO INCLUDE WITH PROPOSAL: Offerors are requested to complete and provide all the documents listed below and include with proposal (please submit in order specified). Exhibit J**

**or K, Questionnaires and Fee Proposals, are required as applicable, based on services Offeror is proposing. If Offeror is proposing bundled services, both Exhibit J and Exhibit K are required:**

1. Certification Form Regarding Debarment, Suspension, And Other Responsibility Matters (Exhibit F)
2. Campaign Contribution Disclosure Form (Exhibit G)
3. Verification of Authorized Offeror (Exhibit H)
4. Deviations from RFP and Coverage Requirements (Exhibit I)
5. Fee Proposal – Trustee/Recordkeeping Services (Exhibit J) and/or
6. Fee Proposal – Investment Advisory Services (Exhibit K)

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

	<b>CRITERIA – TRUSTEE/RECORDKEEPING SERVICES</b>	<b>WEIGHTED POINTS</b>
1.	The Organization/Staffing (Questionnaire, Items 1 and 2)	15
2.	Conversion and Implementation Process (Questionnaire, Item 3)	10
3.	Communication Services/Statements/Reporting (Questionnaire, Items 4 and 5)	15
4.	Asset Services/Trading (Questionnaire, Items 6 and 7)	20
5.	Contributions and Distributions/Withdrawals (Questionnaire, Item 8)	10
6.	Safety and Security of Assets (Questionnaire, Item 9)	5
7.	Compliance/Quality Control (Questionnaire, Items 10 and 11)	5
8.	Fee proposal - Exhibit J (Items 1 through 10) <ul style="list-style-type: none"> <li>• Years 1 through 3 (Up to 10 pts)</li> <li>• Years 4 and 5 (Up to 6 pts)</li> <li>• Year 6 (Up to 2 pts)</li> <li>• Year 7 (Up to 2 pts)</li> </ul>	20
	<b>Total</b>	<b>100</b>

	<b>CRITERIA – INVESTMENT ADVISORY SERVICES</b>	<b>WEIGHTED POINTS</b>
1.	The Organization/Staffing (Questionnaire, Items 1 and 2)	25
2.	Fund Selection Process (Questionnaire, Item 3)	20
3.	Communication (Questionnaire, Items 4)	10
4.	Education and Implementation Process (Questionnaire, Items 5)	15
5.	Compliance/Quality Control (Questionnaire, Items 10 and 11)	5
6.	Fee proposal - Exhibit K (Items 1 through 10) <ul style="list-style-type: none"> <li>• Years 1 through 3 (Up to 10 pts)</li> <li>• Years 4 and 5 (Up to 8 pts)</li> <li>• Year 6 (Up to 4 pts)</li> <li>• Year 7 (Up to 3 pts)</li> </ul>	25
	<b>Total</b>	<b>100</b>

## Exhibit A

### RFP NUMBER 25-39 PROVIDER OF PENSION SERVICES LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN

#### TRUSTEE / RECORDKEEPING SERVICES

#### SCOPE OF SERVICES AND QUESTIONNAIRE

#### SCOPE OF SERVICES

##### The Trustee/Recordkeeper shall have the following responsibilities:

1. Offeror shall provide custody of Plan assets;
2. Offeror shall process Plan Participant transactions in accordance with Plan Participant instructions in a timely manner, usually within 72 hours;
3. Offeror shall collect dividend and interest income and apply to Plan Participant accounts;
4. Offeror shall invest and record contributions made to the Plan in a timely manner, usually within 72 hours of receipt of good file and verified funds;
5. Offeror shall forward notices of corporate actions to the Plan Administrator within 10 business days of said action;
6. Offeror shall prepare and timely submit Form 1099R to Plan Participants and the IRS;
7. Offeror shall prepare registration documents for transfer agents for in-kind distributions;
8. Offeror shall maintain ERISA-level fidelity bonds;
9. Offeror shall monitor the Plan's activity to insure compliance with the Plan Document and all applicable federal and state laws and regulations;
10. Offeror shall produce an annual cumulative Trust Statement within 60 days of the end of the plan year, as well as periodic reports as requested by the Plan Administrator, and make those reports available on the Offeror's secure website;
11. Offeror shall timely complete any required IRS and Department of Labor (DOL) filings, as well as any testing applicable to government plans under the IRC;
12. Offeror shall provide a copy of Offeror's annual independent audit to the County;
13. Offeror shall continue the current process or develop a Plan Participant enrollment process, acceptable to the County, and provide appropriate enrollment forms for Plan Participants and Plan Sponsor;
14. Offeror shall work with the County to determine a data transmission method that is acceptable to both parties;
15. Offeror shall provide monthly reconciliation reports showing deposits to the trust, investment earnings, withdrawals, expenses, and any other transactions to the Plan Administrator or designee;
16. Offeror shall provide daily valuation of Plan Participant accounts;
17. Offeror shall maintain and keep separately a record for all the MBL accounts described on page 6 of this RFP;
18. Offeror shall provide for toll-free telephone and internet investment changes between funds by Participants;
19. Offeror shall provide for toll-free telephone and internet customer service access to Plan Participants;
20. Offeror shall provide for initiation and continuation of Participant Loans as described in the Plan document and loan policy (See Exhibit D - Loan Procedures);
21. Offeror shall provide a quarterly statement, either hard copy or electronic as directed by Participant, accounting for all assets within each Plan Participant account, which is provided directly to Plan Participants;
22. Offeror shall provide a list of Plan Participants to Plan Sponsor, each quarter, identifying statements returned from the US Mail identified as undelivered;

23. Offeror shall provide a quarterly report, to the County, (available by the end of the first month after the end of each quarter) to include the following information for each Plan Participant and summary totals for the Plan:
  - a. Market value, at the beginning of the accounting period
  - b. Plus - Contributions from employee
  - c. Plus - Contributions from employer
  - d. Plus (Minus) – Investment gains (losses)
  - e. Minus – Withdrawals
  - f. Plus (Minus) – Transfers
  - g. Plus (Minus) – Loan Activity
  - h. Plus (Minus) – Other (fees, etc.)
  - i. Market Value at end of Accounting Period (Must be reported by Contribution Source and Investment type)
24. Offeror shall provide, to the County, a summary total report, of the above referenced quarterly reports
25. Offeror shall develop a distribution process including all required forms, notices, and consents which will provide for the timely and accurate distribution of assets, to include true trustee-to-trustee transfers;
26. Offeror shall develop other administrative forms and processes as requested by the Pension Plan Administrator, or designee, which may include beneficiary designation and Plan Participant vesting notifications, deemed loans, Qualified Domestic Relations Orders (QDROs), among others;
27. Offeror shall meet at least quarterly with the Benefits and Pension Manager, Plan Administrator and Participant Delegates in Los Alamos or virtually as agreed upon by both Parties;
28. Offeror shall provide all available Plan records for annual audit of the Plan by an independent auditor selected by the County;

**QUESTIONNAIRE**

1. The Organization

- a. Describe the ownership structure of the Offeror organization and any subsidiaries it may have. Identify the parent company or affiliations of the Offeror and identify any affiliated business enterprises. What is the primary business of the parent company and/or its affiliates?
- b. Provide a brief history of the Offeror’s organization.
- c. Briefly describe the organization’s overall corporate philosophy and approach to customer service.
- d. Briefly describe the Offeror’s commitment to quality and client satisfaction.
- e. Does the Offeror guarantee service performance? If so, please describe.
- f. What checks and balances does the Offeror have in place to ensure plan administration integrity and accuracy including participant account data?
- g. What fiduciary responsibility does the Offeror assume?
- h. How many defined contribution and defined benefit plans does the Offeror currently serve?
- i. Provide a summary of assets in custody (in millions) using the following format:

Year	Employee Benefit Trust		Institutional Custody	Total
	Defined Contribution	Defined Benefit		
12/31/2024				
12/31/2023				
12/31/2022				
12/31/2021				
12/31/2020				
12/31/2019				

- j. Indicate the number and size of defined contribution trust clients gained and lost during each of the past three (3) calendar years.
  1. For those who left, what percentage left in which issues pertaining to services provided by the Offeror organization was a factor? Why did those clients leave?

- k. What is the total number of participants in all defined contribution plans currently being administered by the Offeror?
- l. What is the total number of governmental, non-403(b), defined contribution plans currently being administered by the Offeror?
- m. Describe the scope of services the Offeror traditionally provides for governmental organizations.
- n. Will the Offeror assist with preparation of plan summaries for participants?
- o. Provide financial information about the Offeror's organization, including a copy of the most recent annual financial report.
- p. Provide current ratings, as applicable, by outside agencies such as Moody's or Standard & Poor's for the last five (5) year period.
- q. If requested, will you provide audited financial statements for the last three (3) years, as well as any other information that assures the financial stability of the Offeror's organization?
- r. Describe any regulatory penalty, fine, censure or litigation involving business of the Offeror with relation to its defined contribution services in the past ten (10) years.
- s. Provide five (5) references from clients who use the Offeror's defined contribution services and can provide demonstrated experience of the Offeror's qualifications. Include a contact name, title, and phone number, as well as the number of participants and assets served. If available, include public sector clients, preferably non-403(b) clients.
- t. Describe the Offeror's unique strengths.

## 2. Staffing

- a. Is there an ERISA attorney on staff who is dedicated to defined contribution issues and knowledgeable about governmental plans? If not, who provides the Offeror advice and guidance on these issues?
- b. What is the education, experience, and service level of the representatives who would handle our account?
- c. Who would be responsible for the day-to-day activities associated with the Plan?
- d. Who, and at what level in the Offeror's organization, would have oversight responsibility for our Plan?
- e. Indicate employee turnover rates for the last three (3) years. Include the rate at which the representatives in question 2b. above change client assignments.
- f. Describe the level of trust and custody experience within the Offeror's organization.
- g. Describe how the Offeror will assist the Plan Sponsor with meeting its fiduciary responsibilities as it relates to oversight of the Plan.

## 3. Conversion and Implementation Process

- a. Describe the hardware platform and software system the Offeror uses to record keep and administer defined contribution plans.
- b. Describe the method of maintaining Plan Sponsor and participant history on the system.
- c. Describe the conversion and implementation process the Offeror would propose for this engagement.
- d. Describe the initial and ongoing enrollment program that will be performed by the Offeror's service representatives. Provide a sample enrollment information packet.
- e. Do the Offeror's on-site services include group meetings and individual consultations?
- f. Describe the implementation team members who would be assigned to the account by job title, length of service, responsibility, and background.
- g. Describe the County's role in the implementation process. What County resources will be required for implementation?
- h. Enclose a detailed schedule for implementation, including black-out period, assuming a contract with the Offeror's organization is approved on May 20, 2025, and the transition is expected to be complete on July 1, 2025. (Please assume that the current recordkeeper will cooperate with the Offeror.)
- i. Please include information on the electronic file layouts the Offeror requires.
- j. Describe the Offeror's retention and access policy to Plan records upon termination of contract.

- k. What role would the Offeror play in mapping investments from the current trustee to the funds under the Offeror's recordkeeping system?

#### 4. Communication Services

- a. What does the Offeror find to be the most effective way to communicate with Plan Participants and why?
- b. Describe separately the Offeror's initial and ongoing communication and education program (including printed material, visits, training, etc.). If the program is tailored to a specific sponsor need, identify the critical issues to be determined in designing such a program.
- c. Provide a sample of a quarterly mutual fund report the Offeror might provide to Plan Participants which includes an historical, risk adjusted performance compared to an appropriate benchmark.
- d. Does the Offeror provide a monthly/quarterly Participant newsletter? If so, what is the content? Please provide a sample.
- e. Describe the Offeror's process to consult with Plan Participants by toll-free telephone? Are the hours restricted? Does this service represent additional cost?
- f. Identify the Offeror's toll-free service center standards. Please include for each of the last three calendar quarters, statistics related to actual performance, including number of calls, average length of calls, average response time, percentage of calls requiring follow-up and call abort rate.
- g. What training is provided to toll-free service center representatives before they are allowed to handle incoming calls?
- h. Are incoming calls monitored and/or taped? If so, are they archived, and for how long?
- i. How will the Offeror communicate with the Plan Sponsor? Is the Offeror available for evening presentations to the County Council in Los Alamos?
- j. Describe the Offeror's process of communication to the Plan Sponsor when change is implemented within the Offeror's organization.
- k. Describe and provide a sample of any other means of communication the Offeror believes is relevant.
- l. Does the Offeror have a Voice Response System? If so, describe the following:
  - 1. What services are available?
  - 2. How are transactions processed and documented? Are confirmations sent?
  - 3. How is the data secured within the system (PIN, audit trail, confirmations)?
  - 4. What is the level of customization available?
  - 5. Are there transactions that cannot be processed?
  - 6. What features exist to assist Plan Participants with their transactions?
  - 7. How often is the data updated? How does the system interface with the recordkeeping system?
- m. What procedures are in place to provide for investment election changes? How often can changes be made, and through what mechanisms?
- n. Does the Offeror provide an administrative guide or procedures manual to clients?
- o. List the various ways a Plan Participant can access information regarding the Plan Participant's account.
- p. Does the Offeror provide forms for enrollment, withdrawals, investment transfers, and other changes? Provide samples and indicate whether they can be customized.
- q. Describe the Offeror's capability of providing toll-free telephone and internet access to Plan Sponsors? What data security measures are in place? What equipment is required of the Plan Sponsor?
- r. Describe the Offeror's Plan Sponsor and Plan Participant website and its' capabilities.
- s. Describe any other administrative services the Offeror provide.

#### 5. Statements/Reporting

- a. Describe the Offeror's statement capabilities, including paperless options, and provide a sample of the following:
  - 1. Monthly Statement to Plan Sponsor;

2. Quarterly statements to Plan Participants;
  3. Year End Report to the Plan Sponsor.
  4. What is the standard timeframe for providing reports after the reporting period ends?
  5. Describe any customized or ad hoc reporting capabilities.
- b. Please provide a sample employee statement.
  - c. What transactions are identified on Plan Participant statements? Can statements be customized?
  - d. How soon after the valuation date are statements sent to Participants?
  - e. Please provide sample screen shots of the participant account information available online.
  - f. Does the Offeror prepare and file 1099R forms with the IRS? Does the Offeror remit any withholding to the IRS under the Offeror's Federal EIN?
  - g. Please describe the level of support that the Offeror provides to assist Plan Sponsors with their responsibilities as it relates to DOL Regulation 2550.408b-2 Service Provider Fee Disclosure.

## 6. Asset Services

- a. Describe all custody services the Offeror provides.
- b. How are assets priced?
- c. What securities pricing services does the Offeror use for mutual funds?
- d. Do the Offeror's accounting reports reflect accrued income and pending transactions?
- e. Is a book value/market value reconciliation a standard feature of the Offeror's reports?
- f. Does the Offeror have the capability to provide sub-accounting and account rollups as required by Participant directed plans?
- g. Will the Offeror accept verbal instructions? Does written instruction need to follow?

## 7. Trading

- a. Upon receipt of plan contributions, how quickly would money be allocated and invested in the participant self-directed investment funds?
- b. How would the Offeror manage transfers between the separately managed funds? Is the Offeror on a T-1 trading platform?
- c. Describe briefly the Offeror's preferred approach to receiving trade authorizations.
- d. How does the Offeror handle transfers between funds?
- e. Briefly describe the Offeror's approach to processing mutual fund purchases and redemptions.
- g. Please describe the Offeror's process for adding to or deleting funds from the Plan's current investment menu. Discuss the Offeror's ability to provide investment vehicles for defined contribution plans. Be sure to disclose if the Offeror is providing these vehicles in-house or through external managers. Provide a list of all funds available on the Offeror's platform.
- h. How are new funds added to the Offeror's platform and how frequently are they added?
- i. What trading platforms does the Offeror have access to? How would the Offeror determine which trading platform to use?
- j. Are there additional fees if funds are selected that are not on the list being proposed? If so, please identify.
- k. What factors determine the share class being proposed?
- l. Describe any market value adjustments at either the Plan or participant level.
- m. If proposing a fixed account investment, provide the following:
  1. Current and minimum interest rate guarantees and any contract lifetime guarantees
  2. How interest is credited and frequency of potential rate changes
  3. Make-up of the underlying portfolio including asset type, grade and percentage breakdown
  4. Credit quality
- n. If there are any trading restrictions, surrender charges and/or market value adjustments when a fund is removed and/or replaced by the Plan Sponsor, please describe.
- o. Are there any trading restrictions, surrender charges and/or market value adjustments or other liquidity issues applicable to participant direction in or out of the investment? If so, describe.
- p. If proposing a pooled stable value investment vehicle, provide the following:
  1. Structure of the portfolio by sector and maturity distribution
  2. Credit quality, credit quality minimum guarantee, average quality, average maturity, modified duration, liquidity percentage and yield to maturity

- q. Are these accounts subject to any surrender or market value adjustment or liquidity restrictions for either participant or Plan Sponsor directed movement? If yes, describe.
- r. How and when does the Offeror report redemption fees?
- s. Are all revenue sharing payments, including internal transfers of payment, made transparent?
- t. Are there any additional costs to change funds in the future?
- u. How are 12b1 and Sub-TA fees disclosed?
- v. Please describe Offeror's process for ensuring transparency in fees.
- w. Will the Offeror maintain a revenue sharing/fee reconciliation account into which all revenue sharing is deposited and out of which fees are paid, with any unpaid fees being billed to the Plan Sponsor and any excess fees available to pay other plan expenses?
- x. Can revenue sharing (12b-1, shareholder servicing, and/or sub-transfer agent fees) be credited to Plan Participants investing in that fund?
- y. Does the Offeror charge Participants a set monthly fee as a portion of Plan expenses?
- z. Does the Offeror charge Participants a monthly fee based a prorated percentage of Plan expenses given Participant balance?
  - aa. What are the startup/conversion costs?
  - bb. Are there any costs associated with transferring the records at the end of the contract? If so, please identify.
  - cc. Describe the Offeror's fee structure in detail. We are interested in understanding the Offeror's gross revenue requirement prior to reflecting any revenue sharing from investment options as well as any residual fee to be charged after reflecting all revenue sharing from investment options.
  - dd. For how long will the Offeror guarantee specific expenses?
  - ee. How will future expense increases be determined and when they are to occur?
  - ff. Are there additional charges made at the time of plan changes we initiate or legislated or regulated changes? Please address the differences should we use a prototype or individually designed plan.
  - gg. Describe what plan consulting services are included, and related hourly charges and out-of-pocket expenses.
  - hh. If an investment option is added, replaced or deleted, is there a charge? What is the charge?
  - ii. If the Plan pays 100% of the expenses, can the fees be paid on a per head basis versus a pro-rata basis?
  - jj. Describe the process for billing fees to plan participants.
  - kk. Will all the Offeror's fees (custody, trustee, recordkeeping, compliance, etc.) be billed to the Plan Sponsor, before any offset from revenue sharing?
  - ll. How are expenses adjusted if a sizeable number of Plan Participants are added or removed from the plan (such as either acquisition or divestiture or partial plan termination)?
  - mm. Does the Offeror offer performance guarantees? If so, please describe.

## 8. Contributions and Distributions/Withdrawals

- a. Will the Offeror accommodate a bi-weekly pay schedule? Are there any electronic reporting requirements or limitations?
- b. Are employer and employee contributions tracked separately?
- c. Can distributions be made in cash, shares, or both?
- d. Does the Offeror issue a statement of payment with the distribution check?
- e. Does the Offeror send a copy of the statement of payment to the Plan Sponsor?
- f. How quickly are distributions made?
- g. Are confirmation statements sent to the employee and employer?
- h. Will the Offeror provide electronic transfer of funds or ACH payment to a Participant's IRA or other qualified plan with deposit notification sent to the Participant?
- i. Is there a limit on the number of checks that can be written for a Participant's account at termination? (i.e. one to the participant, one to an IRA, etc.) Are there separate charges for each check or transfer made?
- j. Does the Offeror provide tax reporting for participant withdrawals and distributions?
- k. How does the Offeror handle Required Minimum Distributions? Does the Offeror notify Plan Participants of the required distribution? Does the Offeror calculate the distribution that must be made? Does the Offeror provide all the necessary paperwork for the distribution, and what does the Offeror do if the distribution is not made?

- l. Describe the Offeror's loan application, distribution, and repayment process including payoff calculations and delinquent and/or defaulted loan process. Does the Offeror charge for processing the loan and does the Offeror charge for maintaining the loan?
- m. Explain procedures for handling/processing each of the following and describe what would be expected of the County and the Plan Participant. Specify the Offeror's turnaround time for each activity.
  - 1. Enrollments
  - 2. Rollovers
  - 3. Trustee-to-Trustee Transfers
  - 4. Distributions (monthly and one-time)
  - 5. Trustee-to-Trustee Transfers
  - 6. Loans
  - 7. QDROs
  - 8. Hardship distributions.
- n. 10% of participant contributions are post-tax. Describe the Offeror's process for non-taxable contribution transfer requests and distributions.

9. Safety and Security of Assets

- a. How does the Offeror safeguard assets?
- b. How does the Offeror handle errors and/or omissions?
- c. Where does the Offeror physically hold securities?
- d. Describe the Offeror's checks and balances for trustee services.
- e. How are trust assets protected from monetary losses that might occur as a result of errors and fraud?
- f. What trust accounting system does the Offeror use?
- g. On what equipment does the Offeror's trust account system run? How recently has it been replaced?
- h. Describe the experience of the Offeror's systems staff.
- i. Describe the Offeror's systems development efforts over the last five (5) years (software and hardware).
- j. What is the Offeror's system back-up capability?
- k. Describe the Offeror's system emergency recovery capability.
- l. What insurance coverage does the Offeror have in place? Please complete the following table:

	Blanket Bond	Errors & Omissions Insurance	Directors & Officers Liability	Professional Liability
Name of Insurer	\$	\$	\$	\$
Policy Limit	\$	\$	\$	\$
Scope of Asset Protection	\$	\$	\$	\$

10. Compliance

- a. Describe how the Offeror updates communication and recordkeeping systems for legislative and regulatory changes that might be required.
- b. Describe the Offeror's ability to do the preparation and filing of government forms.
- c. Describe the Offeror system's ability to keep the Plan in compliance with all legal standards.
- d. How does the Offeror assist your clients during audits?
- e. Have any plans the Offeror services been levied fines or taxes as a result of any non-compliance issue? If so, please describe.

11. Quality Control

- a. How do the Offeror monitors client satisfaction?

- b. How is quality of service ensured?
- c. How does the Offeror measure client satisfaction?
- d. What is the Offeror's mission statement?

**FEE PROPOSAL – PLEASE ANSWER THE FOLLOWING QUESTIONS WHEN COMPLETING EXHIBIT J**

1. Fully describe all fees associated with the Offeror's Trustee/Recordkeeping services.
2. Does the Offeror offer a multi-year guarantee of current fee schedules?
3. Indicate whether fees are based primarily on the size of the Plan's assets or on based upon transactions.
4. Are there additional fees for Hardship distributions or loans?
5. Are any fees associated with returning excess contributions or any other correction? If so, is there a fee for corrections that occurred as a result of the Offeror's actions?
6. Describe any one-time fees associated with the conversion process.
7. In addition to the fees described above, are there any other fees, charges, consulting expenses, or hourly charges associated with the Offeror's Trustee/Recordkeeping services?
8. Does the Offeror receive revenue sharing in the form of any rebates or management fees of any kind from any investment product provider or advisor?
9. What is the total revenue the Offeror expects to generate on an annual basis by providing these services to the County?
10. Does the Offeror have any termination fees? If so, what is the amount and under what conditions?

**EVALUATION CRITERIA**

	<b>CRITERIA – TRUSTEE/RECORDKEEPING SERVICES</b>	<b>WEIGHTED POINTS</b>
1.	The Organization/Staffing (Questionnaire, Items 1 and 2)	15
2.	Conversion and Implementation Process (Questionnaire, Item 3)	10
3.	Communication Services/Statements/Reporting (Questionnaire, Items 4 and 5)	15
4.	Asset Services/Trading (Questionnaire, Items 6 and 7)	20
5.	Contributions and Distributions/Withdrawals (Questionnaire, Item 8)	10
6.	Safety and Security of Assets (Questionnaire, Item 9)	5
7.	Compliance/Quality Control (Questionnaire, Items 10 and 11)	5
8.	Fee proposal - Exhibit J (Items 1 through 10) <ul style="list-style-type: none"> <li>• Years 1 through 3 (Up to 10 pts)</li> <li>• Years 4 and 5 (Up to 6 pts)</li> <li>• Year 6 (Up to 2 pts)</li> <li>• Year 7 (Up to 2 pts)</li> </ul>	20
	<b>Total</b>	<b>100</b>

## Exhibit B

### RFP NUMBER 25-39 PROVIDER OF PENSION SERVICES LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN

#### INVESTMENT ADVISOR SERVICES

#### SCOPE OF SERVICES AND QUESTIONNAIRE

#### SCOPE OF SERVICES

The Investment Advisor shall have responsibility for the following:

1. Offeror shall provide fiduciary investment management services with respect to the Plan to include the following:
  - a. Offeror shall provide, to the Plan Delegates, Plan Administrator or designee, independent/objective recommendations to replace existing mutual funds as needed, noting that the County would prefer not to change fund offerings on a frequent basis;
  - b. While the County is exempt from the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, the plan is intended to comply with the spirit of the ERISA Section 404(c). As such, Offeror shall serve as a fee-only fiduciary under Section 408(b)(2) of ERISA.
  - c. Offeror shall produce quarterly performance data on each of the funds selected, including historical, risk adjusted performance and provide to the Plan Delegates, Plan Administrator or designee, this data will be compared to appropriate, commonly accepted, performance benchmarks of the same periods for each fund. These funds will be compared to comparable investments with comparable rates of return within the 5 year to 10 year performance range;
  - d. Offeror shall provide risk tolerance testing for each individual Plan Participant, and recommending an appropriate asset allocation, if desired by the Plan Participant;
  - e. Offeror shall provide monthly educational/informational presentations, to new Plan Participants, which would include performance results and economic forecasting;
  - f. Offeror shall provide, to new Plan Participants, an analysis of the funds offered for purposes of providing a diversified portfolio of choices.
2. Offeror shall comply with the Plan Document, applicable IRC regulations, and any other applicable Federal or state requirements;
3. Offeror shall meet at least quarterly, or as requested, with the Benefits and Pension Manager, Plan Administrator and Plan Delegates in Los Alamos;
4. Offeror shall provide toll-free customer service access and internet access to Plan Participants;
5. Offeror shall provide a copy of Offeror's annual independent audit to the County within 30 days of receipt of the final audit;
6. Offeror shall map Plan investments to investments offered under the recordkeeper/trustee.

#### QUESTIONNAIRE

1. The Organization
  - a. Describe the ownership structure of the Offeror's organization and any subsidiaries it may have. Identify the parent company or affiliations of the Offeror and identify any affiliated business enterprises. What is the primary business of the parent company and/or its affiliates?
  - b. Provide a brief history of the Offeror's Organization.
  - c. Briefly describe the Offeror's overall corporate philosophy and approach to customer service.
  - d. Briefly describe the Offeror's commitment to quality and client satisfaction.
  - e. Does the Offeror guarantee service performance? If so, please describe.

- f. List the federal, state, and other regulatory agencies with which the Offeror is licensed or registered, and the type of license held.
- g. Describe the Offeror's fiduciary responsibility to our Plan.
- h. Will the advisor(s) appointed to our Plan serve as a fiduciary investment advisor?
- i. Does the Offeror acknowledge fiduciary status in writing?
- j. Please describe the Offeror's training/education process for Plan fiduciaries.
- k. Does the Offeror carry Fiduciary Liability Insurance?
- l. How many defined contribution and defined benefit plans does the Offeror currently serve?
- m. Provide a summary of assets currently served (in millions) using the following format:

Year	Employee Benefit Trust		Institutional Custody	Total
	Defined Contribution	Defined Benefit		
12/31/2024				
12/31/2023				
12/31/2022				
12/31/2021				
12/31/2020				
12/31/2019				

- n. Indicate the number and size of defined contribution trust clients gained and lost during each of the past three (3) calendar years.
  - a. For those who left, what percentage left in which issues pertaining to services provided by the Offeror was a factor? Why did those clients leave?
  - o. What is the total number of Plan Participants in all defined contribution plans currently being serviced by the Offeror?
  - p. What is the total number of governmental, non-403(b), defined contribution plans currently being serviced by the Offeror?
  - q. Describe the scope of services the Offeror traditionally provides for governmental and organizations.
  - r. Will the Offeror assist with preparation of plan summaries for participants? If yes, explain how.
  - s. Provide financial information about the Offeror, including a copy of the Offeror's most recent annual financial report.
  - t. Provide current ratings, as applicable, by outside agencies such as Moody's or Standard & Poor's for the last five (5) year period.
  - u. What insurance coverage does the Offeror have in place? Please complete the following table:

	Errors & Omissions Insurance	Fiduciary Liability Insurance	Professional Liability
Name of Insurer	\$	\$	\$
Policy Limit	\$	\$	\$
Scope of Asset Protection	\$	\$	\$

- v. If requested, will the Offeror provide audited financial statements for the last three (3) years, as well as any other information that assures the financial stability of the Offeror's organization?
- w. Describe any regulatory censure or litigation involving business of the Offeror with relation to its defined contribution services in the past ten (10) years.
- x. Provide five (5) references from clients who use the Offeror's defined contribution services and can provide demonstrated experience of the Offeror's qualifications. Include a contact name, title, and phone number, as well as the number of Plan Participants and assets served. If available, include public sector clients, preferably non-403(b) clients.
- y. Describe the Offeror's unique strengths.

## 2. Staffing

- a. Is there an ERISA attorney on staff who is dedicated to defined contribution issues and knowledgeable about governmental plans? If not, who provides the Offeror advice and guidance on these issues?
- b. What is the education, experience, and service level of the representatives who would handle our account?
- c. Who would be responsible for the day-to-day activities associated with the Plan? What are their minimum credentials?
- d. Who, and at what level in the Offeror's organization, would have oversight responsibility for our Plan? Please briefly describe their respective roles and experience and provide full biographies.
- e. Indicate employee turnover rates for the last three (3) years. Include the rate at which the representatives in question b. above change client assignments.
- f. Describe how the Offeror will assist the Plan Sponsor with meeting its fiduciary responsibilities as it relates to oversight of the Plan.

## 3. Fund Selection Process

- a. Describe the universe of funds from which the Offeror will be selecting individual funds.
- b. Describe the Offeror's methodology or discipline for selecting the top ranked fund in each asset class based on historical, risk-adjusted rate of return.
- c. Describe the methodology the Offeror uses for selecting the recommended funds. Does the Offeror utilize true open architecture?
- d. Indicate the number of performance years the Offeror takes into consideration when determining a fund's rating.
- e. Does the Offeror use commercially available software, or individually designed software programs for evaluation purposes?
- f. List the software the Offeror uses for fund analysis.
- g. Will the Offeror customize its software to accommodate the County's criteria in selecting funds? (See Exhibit C - Investment Policy)
- h. How does the Offeror stay current with mutual fund manager changes and other personnel changes which could affect a fund's performance? How would the Offeror report these changes to the County?
- i. How does the Offeror evaluate asset allocation funds?
- j. What evaluation criteria does the Offeror use in the selection of asset allocation funds?
- k. What is the source of data used in the Offeror's evaluation process?
- l. Are all data used in the Offeror's evaluation externally audited and in compliance with Association for Investment Management and Research (AIMR) standards?
- m. What mutual funds does the Offeror propose the County offer to its Plan Participants? Provide an explanation for the funds proposed.
- n. Please describe any requirements relating to inclusion of the Offeror's proprietary funds in our Plan's investment alternatives.
- o. What is the Offeror's process if an investment is not performing as expected?
- p. Please provide a sample of any Risk Tolerance Assessment tools provided to Plan Participants.

## 4. Communication

- a. What does the Offeror find to be the most effective way to communicate with Plan Participants?
- b. What tools does the Offeror offer to assist Plan Participants in preparing for "retirement readiness"?
- c. Provide a sample of a quarterly mutual fund report the Offeror might provide to Plan Participants which includes an historical, risk adjusted performance compared to an appropriate benchmark.
- d. Does the Offeror provide a monthly/quarterly Participant newsletter? If so, what is the content? Please provide a sample.
- e. Describe the Offeror's process for consulting with Plan Participants by toll-free telephone? Are the hours restricted? Does this service represent additional cost?

- f. How does the Offeror communicate with the Plan Sponsor? Is the Offeror available for evening presentations to the County Council in Los Alamos?
- g. What on-line services are available to Participants?
- h. Describe and provide a sample of any other means of communication the Offeror believes is relevant.

5. Education and Implementation Process

- a. Describe the Offeror's risk tolerance testing process. Provide a sample questionnaire.
- b. Describe the Offeror's client and Participant education process. How does it tie in with risk tolerance testing?
- c. Are the Offeror's risk tolerance test results computer generated or individually derived? Does the Offeror use the results of risk tolerance tests to provide suggested asset allocations?
- d. What size Participant groups does the Offeror find most effective for investment training?
- e. Is the Offeror capable of providing one-on-one consultation if desired by some Participants?
- f. How frequently would the Offeror be available to meet with Plan Participants in Los Alamos in addition to monthly enrollment meetings?
- g. How does the Offeror partner with the recordkeeper in developing and executing an effective employee education strategy?
- h. What sources would the Offeror use for economic forecasting?
- i. Will the Offeror provide educational material on a wide variety of investment issues? If so, which ones?

6. Compliance

- a. Describe how the Offeror updates its communication and administrative systems for legislative and regulatory changes that might be required.
- b. How does the Offeror assist your clients during audits?
- c. Have any plans the Offeror services been levied fines or taxes as a result of any non-compliance issue?
- d. Would the Offeror be willing to sign a "conflict of interest" disclosure?

7. Quality Control

- a. How does the Offeror monitor client satisfaction?
- b. How is quality of service ensured?
- c. How does the Offeror measure client satisfaction?
- d. What is the Offeror's mission statement?

**FEE PROPOSAL - PLEASE ANSWER THE FOLLOWING QUESTIONS WHEN COMPLETING EXHIBIT K**

- 1. Fully describe how the Offeror is compensated for services and all fees associated with investment advisory services.
- 2. Does the Offeror rely on revenue sharing to pay part of all of the Offeror's fees? If yes, how much?
- 3. Does the Offeror offer a multi-year guarantee of current fee schedules?
- 4. Indicate whether fees are based primarily on the size of the Plan's assets, or on number of Participants.
- 5. What is the Offeror's account/subaccount termination fee, if any?
- 6. Describe any fees associated with the conversion process.
- 7. What is the Offeror's fee for selection of mutual fees, if any?
- 8. What is the Offeror's fee for collaboration with the recordkeeper to develop models, if any?
- 9. What is the Offeror's fee for collaboration with the recordkeeper to develop enrollment forms, if any?
- 10. What is the Offeror's fee for monthly enrollment meetings with Plan Participants to provide investment consultation, if any?
- 11. What is the Offeror's fee for individual consultation with Plan Participants, if any?

12. What is the Offeror's fee for Quarterly reporting and economic forecasting, to Plan Delegates, in Los Alamos, if any?
13. In addition to the fees described above, are there any other fees, charges, consulting expenses or hourly charges associated with the Offeror's services? Are there any "soft-dollar fees" or arrangements associated with any of the fees above?
14. Does the Offeror receive revenue sharing in the form of any rebates or management fees of any kind from any investment product provider or advisor?
15. Will the Offeror submit a breakout annual of compensation generated as a result of activity in this Plan?

**EVALUATION POINT ALLOCATION**

	<b>CRITERIA – INVESTMENT ADVISORY SERVICES</b>	<b>WEIGHTED POINTS</b>
<b>1.</b>	The Organization/Staffing (Questionnaire, Items 1 and 2)	<b>25</b>
<b>2.</b>	Fund Selection Process (Questionnaire, Item 3)	<b>20</b>
<b>3.</b>	Communication (Questionnaire, Items 4)	<b>10</b>
<b>4.</b>	Education and Implementation Process (Questionnaire, Items 5)	<b>15</b>
<b>5.</b>	Compliance/Quality Control (Questionnaire, Items 10 and 11)	<b>5</b>
	Fee proposal - Exhibit J (Items 1 through 10) <ul style="list-style-type: none"> <li>• Years 1 through 3 (Up to 10 pts)</li> <li>• Years 4 and 5 (Up to 8 pts)</li> <li>• Year 6 (Up to 4 pts)</li> </ul>	
<b>6.</b>	<ul style="list-style-type: none"> <li>• Year 7 (Up to 3 pts)</li> </ul>	<b>25</b>
	<b>Total</b>	<b>100</b>

## Exhibit C

RFP NO: 25-39

### PROVIDER OF PENSION SERVICES LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN

#### INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO PENSION PLAN AND TRUST INVESTMENT POLICY REVISED SEPTEMBER 24, 2019

The Plan Administrator of the Incorporated County of Los Alamos, New Mexico Pension Plan and Trust ("Plan") hereby adopts this Investment Policy effective October 27, 2019.

**RECITALS:** This Plan is sponsored by the Incorporated County of Los Alamos, New Mexico ("Employer"). The County Council serves with authority of the Employer to bind the Plan. The Plan is a defined contribution plan. The Plan provides for participant direction of investments.

Although the Plan permits participant direction, the Plan fiduciaries select the investment alternatives offered under the Plan. The Plan Administrator also reviews the performance of the funds selected and the Plan Delegates, a group of representative employees, are appointed by the County Manager to hear quarterly Plan investment performance reports from the Investment Advisor. Based on those reports, the Delegates will provide non-binding advice to the Plan fiduciaries on matters concerning Plan decisions and actions which the Plan Fiduciaries deem important to Participants and to communicate to the Plan Fiduciaries. The decisions and actions of the Plan fiduciaries do not require the consent of the Delegates. The role of the Delegates will not affect an individual Participant's right to receive information concerning the Plan to which he or she is entitled under the Plan document and Plan policies. The County Council has identified the County Manager as designee of the County Council for administrative decisions regarding the Plan, and as a Plan fiduciary.

In general, there will be at least seven investment alternatives available to participants, including a cash equivalent fund, a fixed income fund, one or more asset allocation fund(s), and different asset class equity-based funds.

II **PURPOSE OF INVESTMENT POLICY:** This Investment Policy lists the types of investment alternatives available to participants under this Plan, the purpose and risk factors associated with each fund and the procedures and standards the Plan Administrator will apply in evaluating each investment alternative. This Investment Policy is intended to assist the Plan Administrator by establishing nonbinding guidelines for making investment-related decisions in a prudent manner.

III **INVESTMENT ADVISOR:** The Plan Administrator should select an Investment Advisor, which at the direction of the Plan Administrator, may be employed to:

- A. Assist in the selection of investment alternatives for the Plan;
- B. Provide an independent professional opinion as to the management of the Plan assets;
- C. Provide a quarterly performance review of Plan assets as measured against style-appropriate indices (i.e., using the Russell 2000 Value Index for small cap value investments), as well as style-appropriate peer groups;
- D. Provide investment education to participants; and
- E. Address concerns and answer questions that may be deemed necessary by the Plan Administrator, Participant Plan Delegates or participants.
- F. Review the underlying investments of the Plan's models that utilize available investment alternatives to make it as easy as possible for participants to invest their accounts in accordance with their individual risk tolerance levels. Generally, the models should be

designed with conservative, moderately conservative, moderate, moderately aggressive, and aggressive allocations.

IV AVAILABLE INVESTMENT ALTERNATIVES: The investment alternatives available under the Plan will be a money market, stable value fund (or other investment vehicle with a primary goal of principal preservation), and various other vehicles invested in a broad array of asset classes. A minimum of seven funds must be offered under the Plan. In selecting the available investment alternatives, a broad range of distinct investment categories should be offered. The funds selected should be materially different from one another in terms of respective risk and return characteristics, and in the aggregate, should enable a participant to create a portfolio that reflects the participant's risk and return objectives. At a minimum, the following asset categories should be made available under the Plan.

- A. Principal Preservation Fund. The principal preservation fund should invest in a variety of short term, high quality, debt securities that are low in risk and highly marketable. The object of the fund should be preservation of principal and daily liquidity. This should be a low risk investment.
- B. A minimum of six additional investments in distinct categories. Examples include Mid-Cap Growth, Large Growth, Large Value, Small Blend, Foreign Large Value, etc. These funds should be composed of investments in stocks, and/or bonds. The purpose of having these funds is to enable participants to invest in diverse categories in accordance with their individual risk tolerance levels.

Qualified Default Investment Alternative: The Qualified Default Investment Alternative (QDIA) will serve as a default investment fund in the absence of direction from the participant. It may be a life-cycle or targeted retirement date fund(s), models (risk- and/or time-based) or a balanced fund. The selected fund(s) shall not impose unreasonable financial penalties or otherwise unreasonably restrict the ability of a participant or beneficiary to transfer the investment from the QDIA to any other investment alternative available under the Plan.

In the event a target date suite of funds is selected as the Plan's QDIA a review of Plan's demographics to determine a best fit of glidepath(s) will be undertaken. In addition to the glidepath, underlying investments, and utility of use will be considered.

V ASSET ALLOCATION: The allocation of financial assets between the investment alternatives will be driven by each participant's selection according to his/her individual risk tolerance given the investment alternatives. Each participant will be given a quarterly participant statement which states the performance of that participant's investments in the Plan for the past quarter. Each participant will have the ability to reallocate assets, if desired. In the absence of a participant's written investment election, all contributions will be defaulted into the Plan's QDIA.

VI PERFORMANCE: The Plan should diversify the plan investments to minimize the risk of large losses to the plan. However, as the Plan permits participants to direct their investments, the Plan fiduciaries are relieved from losses the Plan may incur if the losses result from the participant's investment directions. The Plan fiduciaries, however, still select the investment alternatives offered to the participants under the Plan, and review the investment performance of the various investment alternatives available under the Plan. If a particular investment alternative is not performing according to the standards set forth under the Investment Policy, the Plan Administrator will replace that investment alternative with another investment alternative unless the Plan Administrator, under the circumstances, does not deem it prudent to do so. Additionally, the Plan Administrator will review the various investment alternatives available under the Plan to make certain each fund is performing reasonably according to the tenor of the investment market for that type of investment alternative. The Plan Administrator will receive advice from the Investment Advisor as to the performance of the funds. In reviewing a fund's performance, consideration should be given to the following factors;

- A. The risk and return performance of the fund relative to other funds in its style-appropriate peer group.
- B. The risk and return performance of the fund relative to a recognized style-appropriate benchmark for its class.

- C. Whether there has been a change in the manager of a fund.
- D. Whether the behavior of the investment for a particular fund is consistent with the fund's asset classification. If there has been a style drift, care must be taken to insure that the requirements of Section IV are satisfied.
- E. Additional factors may be contained in an Addendum hereto.

Where prudent the Plan Administrator may place a fund failing to meet the above factors on the watch list. If a fund remains on the watch list for four consecutive quarters, or five out of eight quarters, the Plan Administrator may decide, where prudent, to freeze, remove, or replace a fund. Additionally, if under the facts and circumstances then prevailing, the Plan Administrator deems it prudent to take action on an investment earlier than four consecutive quarters or five out of quarters on watch list Plan Administrator may do so.

The Plan Administrator will evaluate and choose an investment or set of investments, or multiple investments, to serve as the default investment(s) for the Plan. The default investment(s) will be the designated investment for moneys contributed to the Plan by participants and/or the employer for which the Plan has no active employee direction on file.

Asset allocation investments and/or accounts (risk-based or target date-based) may be considered as the Plan's default investment strategy due to the inherent benefits these options provide to participants including the diversification of assets across multiple asset classes. The intent on selection of an asset allocation investment(s) as the default is to meet the requirements of a qualified default investment alternative (QDIA) under the terms of section 404(c)(S) of ERISA and the regulations promulgated thereunder.

In the event the Plan Administrator selects a target-date asset allocation solution, a critical component is the respective glidepath which should be reviewed to make sure it is appropriate and prudent as a default, and further that it continues to be appropriate and prudent, for the Plan and Plan's participants. The following criteria may be considered in the selection, and ongoing monitoring, of a target-date asset allocation solution:

- Plan objectives, including, but not limited to; the Plan being a "supplemental" plan vs. the Employer's sole retirement plan which participants are relying on to retire, the existence of additional plans (i.e., defined benefit plan, deferred compensation plan, money purchase pension plan, etc.), potentially impactful additional Plan design elements (i.e., automatic features, level of matching contributions, profit sharing contributions, etc.), whether the Plan's objectives in offering the suite have changed, whether proprietary, custom or nonproprietary solutions best meet the objectives of a prudent number of eligible employees and whether the glidepath, equity landing point, and age 65 equity exposure, most closely meets the objectives of a prudent number of eligible employees;
- Plan demographic information, including, but not limited to participant deferral rates, account balances and their general degree of investment knowledge (level of investment sophistication), whether a single or multiple glidepath approach would be most prudent for the demographics of the eligible employee population; and
- Participant behavior information, including, but not limited to; the level of participant involvement in the plan before and after retirement and how participants behave with investment and market risk within the plan.

Other considerations may include:

- Whether the Plan objectives in offering the existing suite have changed;
- Whether there have been significant changes in the suite's investment strategy or management team;

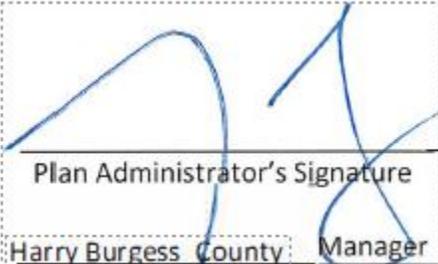
- Whether the fees and expenses of the suite are reasonable given the investment management (including glidepath construction, rebalancing, etc.) involved;
- Additional information such as number, and construct, of asset classes used to promote diversification and growth potential within each investment; and
- The management style of the underlying investments be it passive, active, or a core-satellite approach.

In the event the Plan Administrator selects a risk-based asset allocation solution, the investment chosen as a default should be reviewed to make sure it is appropriate and prudent as a default, and further that it continues to be appropriate and prudent for the Plan and Plan's participants. The risk level is a critical component that may be reviewed and considered in the selection and ongoing monitoring of the investment. The chosen investment and its associated risk level should be suitable for the Plan and Plan's participants.

VII COMMUNICATION: On a quarterly basis, written reports will be provided by the Investment Advisors to the Plan Administrator. The reports will include the following: (i) assets held in the fund; and (ii) a risk and return performance study. In the report the Investment Advisor will explain any and all occurrences when the portfolio falls outside of the policies and guidelines and what actions should be taken to correct the situation. As requested by the Plan Administrator, a qualified representative of the Investment Advisor will meet with the Plan Administrator and review investment performance of the Trust, discuss the current economic environment and suggest investment strategy.

The Investment Advisor is also responsible for frequent and open communication with the Plan Administrator and all Plan participants on all significant matters pertaining to the Plan assets.

IX AMENDMENT/TERMINATION: The Plan Administrator will review, at least annually, the Investment Policy. The Plan Administrator may amend or terminate the Investment Policy at any time depending upon the needs of the Plan, or in order to comply with any other statutes or regulations that affect the Plan.

	<p style="margin: 0;">9/27/19</p>
<p style="margin: 0;">Plan Administrator's Signature</p>	<p style="margin: 0;">Dated:</p>
<p style="margin: 0;">Harry Burgess County Manager</p>	
<p style="margin: 0;">Print Name &amp; Title</p>	

## Exhibit D

RFP NO: 25-39

### PROVIDER OF PENSION SERVICES LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN

### INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO PENSION PLAN AND TRUST

February 1, 2016  
LOAN PROCEDURES

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

**Procedure for Applying for a Loan:** If you are an active employee and a Participant in the Incorporated County of Los Alamos, New Mexico Pension Plan and Trust, you may apply for a loan from the Plan. You must complete a Loan Application Form and submit the completed form and supporting materials to the Plan Sponsor. Loan application forms may be obtained from the Plan Sponsor. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Sponsor determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

**Administration of the Plan Loan Program:** The Plan loan program is administered by the Plan Sponsor.

**Promissory Note:** If your loan is approved, you will be required to sign a promissory note.

**Type and Amount of Loan:** The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

**Maximum Amount of Loan:** A loan cannot be greater than 50% of the vested account balance under the Plan. Additionally, the loan cannot exceed \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made.

**Repayment:** Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is 15 years.

If you go on a leave of absence, you may be able to suspend loan repayments. Please contact the Plan Sponsor to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may repay the loan in full. Loan repayments shall be made each pay period. Partial early loan payoffs are not permitted. You may not refinance your loan. The loan will become payable in full on your termination of employment.

**New Loan After Repayment:** After a loan is paid off, there is a six-month waiting period before a Participant may take a new loan. The six-month wait is waived if the Participant has a financial hardship as defined by the Plan Document.

**Maximum Number of Loans** The maximum number of loans outstanding at any one time is one.

**Minimum Loan Amount:** The minimum loan amount is \$1,000.

**Interest Rate:** According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be Prime plus 2% per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Sponsor to determine whether you qualify for the lower interest rate.

**Collateral:** Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

**Payroll Deduction:** Payments will be made through payroll deduction every pay period.

**Fees:** The Plan charges an initial loan processing fee of pass-through of third party charges. The Plan charges an ongoing loan maintenance fee of pass-through of third party charges. Any fee may be deducted from the proceeds of the loan and/or charged to your account.

**Default:** Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Sponsor which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. Upon default, the entire balance of the loan will be immediately due and the entire balance will be treated as a taxable distribution to you. Interest on the loan, however, will continue to accrue until you have a distributable event for purposes of determining any future loan availability. In addition, your vested account balance may be reduced by the amount of the outstanding principal and interest on the loan. In other cases, this offset will not occur until you are entitled to receive benefits (for example, upon your termination of employment).

**Coordination with Qualified Domestic Relations Orders ("QDROs"):** No loan will be approved if the Plan Sponsor is reviewing a domestic relations order that may affect your benefit under the Plan.

**Special Rules for Military Leave:** If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

As Plan Administrator, I hereby approve these loan procedures.



Plan Administrator's Signature "

Dated - 1/15/2016

**Exhibit E**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 25-39**  
**PROVIDER OF PENSION SERVICES**  
**LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN**

**AGRXX-XX**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

**WHEREAS, [FOP RFP'S]** -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, Contractor was awarded a *[type of agreement]* with *[agency]* on *[date]*, as a result of *[type of competitive solicitation, name and number]*; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, County requested a quote from Contractor for *[services or goods requested]*, as provided for in the *[type of cooperative agreement]*, and Contractor provided a quote to County that complies with the pricing terms of the *[type of cooperative agreement]*; and

**[FOR RFP'S ONLY]** -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response"); and

**[FOR RFP'S ONLY]** -- **WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**[FOR DPU CONTRACTS MORE THAN \$100,000.00] -- WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on \_\_\_\_\_; and

**[FOR CONTRACTS MORE THAN \$300,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:** *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein. At County's sole option, the **[County Manager/County Utilities Manager]** may renew this Agreement for up to \_\_\_\_\_ (\_\_\_\_) consecutive one-year period(s), unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGRТ"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRТ, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRТ levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that

this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the [\[County Manager/County Utilities Manager\]](#).

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

1. **Generally.** The [\[County Manager/County Utilities Manager\]](#) may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.

2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Project Manager

Incorporated County of Los Alamos  
Address

Los Alamos, New Mexico 87544

E-mail:

Contractor:

Title

Company  
Address

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

E-mail:

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit X. Contractor must submit this form with this Agreement, if applicable.

OR

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** [REMOVE IF NOT APPLICABLE] Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit X. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_  
**CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SAMPLE SERVICES AGREEMENT AGRXX-XX**  
**Exhibit X**  
**Confidential Information Disclosure Statement**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	<b>Contractor</b>	<b>County</b>
<b>Name:</b>		
<b>Title:</b>		Benefits and Pension Manager
<b>Address:</b>		1000 Central Avenue, Suite 130
<b>City/State/Zip:</b>		Los Alamos, New Mexico 87544
<b>Email:</b>		benefits@lacnm.us

2. Definitions:
  - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 25-39  
PROVIDER OF PENSION SERVICES  
LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN

*\*This document should be returned with RFP submittal.\**

- (1) I or We, \_\_\_\_\_ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
  - (b) have, within a 3-year period preceding this certification, 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; and
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
  - (e) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
  - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Print Title

**Exhibit G**  
**Campaign Contribution Disclosure Form**  
**RFP NO:25-39**  
**PROVIDER OF PENSION SERVICES**  
**LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN**

**\*This document should be returned with RFP submittal.\***

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:** (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**Exhibit H**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 25-39**  
**PROVIDER OF PENSION SERVICES**  
**LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN**  
**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

- (a) *Definitions.* For the purposes of this section:
- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
  - (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.
- (b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.
- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
  - (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.
- (c) *Preference factor.*
- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
  - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
- (1) Local business;
  - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications;
  - (2) To any purchase of goods or services in excess of \$500,000.00;
  - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
  - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES       NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City      State      Zip Code

\_\_\_\_\_  
Physical Address City      State      Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business



**Exhibit J**  
**FEE SUMMARY SHEET – TRUSTEE/RECORDKEEPING SERVICES**  
**RFP NO: 25-39**  
**PROVIDER OF PENSION SERVICES**  
**LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN**  
Procurement may opt to ask for cost a different way than by using this type of form, based on the project.

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

FEE CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$						
	\$						
	\$						

**When completing this exhibit, please address the following in addition to any fees not referenced here;**

1. Fully describe all fees associated with the Offeror’s Trustee/Recordkeeping services.
2. Does the Offeror offer a multi-year guarantee of current fee schedules?
3. Indicate whether fees are based primarily on the size of the Plan’s assets or based upon transactions.
4. Are there additional fees for Hardship distributions or loans? If so, please identify.
5. Are any fees associated with returning excess contributions or any other correction? If so, please identify.
6. Describe any one-time fees associated with the conversion process.
7. In addition to the fees described above, are there any other fees, charges, consulting expenses, or hourly charges associated with the Offeror’s Trustee/Recordkeeping services? If so, please identify.
8. Does the Offeror receive revenue sharing in the form of any rebates or management fees of any kind from any investment product provider or advisor?
9. What is the total revenue the Offeror expects to generate on an annual basis by providing these services to the County?
10. Does the Offeror have any termination fees? If so, please identify.

**Please Note the following regarding travel:**

If Offeror’s travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service.
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up

to \$40.00 daily for one day travel;

7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit K**  
**FEE SUMMARY SHEET – INVESTMENT ADVISORY SERVICES**  
RFP NO: 25-39  
**PROVIDER OF PENSION SERVICES**  
**LOS ALAMOS COUNTY EMPLOYEE PENSION PLAN**

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

FEE CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$						
	\$						
	\$						

**When completing this exhibit, please address the following in addition to any fees not referenced here;**

1. Fully describe how the Offeror is compensated for services and all fees associated with investment advisory services.
2. Does the Offeror rely on revenue sharing to pay part of all of your fees? If so, please identify.
3. Does the Offeror offer a multi-year guarantee of current fee schedules? If so, please identify.
4. Indicate whether fees are based primarily on the size of the Plan’s assets, or on number of Participants.
5. What is the Offeror’s account/subaccount termination fee, if any?
6. Describe any fees associated with the conversion process.
7. What is the Offeror’s fee for selection of mutual fees, if any?
8. What is the Offeror’s fee for collaboration with the recordkeeper to develop models, if any?
9. What is the Offeror’s fee for collaboration with the recordkeeper to develop enrollment forms, if any?
10. What is the Offeror’s fee for monthly enrollment meetings with Plan Participants to provide investment consultation, if any?
11. What is the Offeror’s fee for individual consultation with Plan Participants, if any?
12. What is the Offeror’s fee for Quarterly reporting and economic forecasting, to Plan Delegates, in Los Alamos, if any?
13. In addition to the fees described above, are there any other fees, charges, consulting expenses or hourly charges associated with the Offeror’s services? Are there any “soft-dollar fees” or arrangements associated with any of the fees above? If so, please identify.
14. Does the Offeror receive revenue sharing in the form of any rebates or management fees of any kind from any investment product provider or advisor?
15. Does the Offeror have any termination fees? If so, please identify.
16. Will the Offeror submit a breakout annual of compensation generated as a result of activity in this Plan?

**Please Note the following regarding travel:**

If Offeror’s travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

10. The most economical means of transportation shall be used, commercial airlines coach fare rates;
11. Business-related tolls and parking fees;
12. Rental car, taxi service or shuttle services;
13. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service.

14. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
15. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
16. Internet connectivity charges;
17. Any other reasonable costs directly associated with conducting business with County.
18. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

3. Entertainment; in-room movies, games, etc. and
4. Alcoholic beverages, mini bar refreshments or tobacco products.