

The Procurement Division of Knox County, Tennessee will receive sealed qualifications for the provision of **Defined Contribution Third-Party Administrative Services, including Investment Advisory Services**, as specified herein. Submittals must be received by **2:00 p.m. on December 19, 2023**. Late submittals will be neither considered nor returned.

**Please Deliver Qualifications to:**

**RFQ Number 3496**

**Knox County Procurement Division  
Suite 100, 1000 North Central Street  
Knoxville, Tennessee 37917**

**The Submittal Envelope must show the Company Name, RFQ Number, Respondent's Name and RFQ Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).

**1.2 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

**1.3 AWARD:** Award will be made to the most responsive, responsible respondent meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of the Knox County Retirement and Pension Board (KCRPB). KCRPB reserves the right to award this RFQ on an all-or-none basis, schedule basis or by multiple award. KCRPB reserves the right to not award this RFQ. Award will be made in accordance with the evaluation criteria specified herein.

**1.4 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

**1.5 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County/KCRPB shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.6 **CONFLICT OF INTEREST:** Respondents must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.7 **COPIES:** Knox County requires that responses submitted by hand be submitted with one (1) marked original and one (1) exact copy. Respondents must submit with their written response an exact electronic version of their response in electronic format on a flash drive. **Knox County requests this electronic copy version be in one (1) complete file. Do not include multiple files on the flash drive.**
- 1.8 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and respondents **must** comply with the condition. Failure to comply with any such condition will result in their submittal being non-responsive and disqualified.
- 1.9 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Due to the nature of this RFQ, the Knox County Procurement Division will **NOT** accept electronically transmitted responses through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.
- 1.10 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.11 **INCURRED COSTS:** Knox County/KCRPB will not be liable in any way for costs incurred by any respondent in the preparation and submission of its submittal in response to this RFQ, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.12 **NO CONTACT POLICY:** After the date and time that the firm receives this solicitation, any contact initiated by any firm with any Knox County or KCRPB representative, other than the Procurement Division representative listed herein, concerning this RFQ **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the respondent from this procurement transaction.
- 1.13 **NON-COLLUSION:** Respondents, by submitting a signed response, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.14 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their RFQ response if the Vendor will accept the Knox County Credit Card (VISA) as a form of payment. Respondents are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.15 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.16 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.17 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. KCRPB will make the final determination as to the respondent's ability.

- 1.18 **QUALIFICATIONS DELIVERY:** Knox County requires vendors, when hand delivering qualifications, to time and date stamp the envelope before depositing it in the bid box. Knox County and KCRPB will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time.
- Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g., envelopes, boxes, tape) for submittals.
- 1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that responses being submitted on paper shall:
- 1.19.1 Be submitted on recycled paper
  - 1.19.2 Not include pages of unnecessary advertising
  - 1.19.3 Be made on both sides of each sheet of paper
- 1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective respondent to review the entire Request for Qualifications (RFQ) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the qualifications or procedures must be received in the Procurement Division by **November 30, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.21 **SIGNING OF SUBMITTALS:** In order to be considered, all responses must be signed. Please sign the original in blue ink. By signing the submittal, the respondent acknowledges and accepts the terms and conditions stated in the document.
- 1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government and KCRPB that all their services and activities be administered in conformance with the requirements of Title VI.
- 1.24 **USE OF QAULIFICATION FORMS:** Respondents are to complete the qualifications forms contained in the RFQ package. Failure to complete the forms may result in rejection of your submittal.
- 1.25 **VENDOR REGISTRATION:** Prior to the closing of this Request for Qualifications, **ALL RESPONDENTS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their response. Neither Knox County nor KCRPB shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the RFQ closing time.
- 1.26 **WAIVING OF INFORMALITIES:** KCRPB reserves the right to waive minor informalities or technicalities when it is in the best interest of KCRPB.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County and KCRPB reserve the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on the KCRPB without the prior written approval of the KCRPB.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the KCRPB.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by the KCRPB or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.
- Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, the KCRPB may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. KCRPB expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County or KCRPB shall constitute a waiver of any such rights or remedies. In the event of termination for default, KCRPB reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, response, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County and KCRPB, their officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County/KCRPB shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until KCRPB inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the KCRPB. The KCRPB reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittals each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County/KCRPB be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County/KCRPB has been advised of the possibility of such damages.

**2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

**2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County or KCRPB as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

**2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Qualifications, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

**2.18 REMEDIES:** County/KCRPB shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

**2.19 RIGHT TO INSPECT:** KCRPB reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

**2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its response and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

**2.22 TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, KCRPB may terminate this Contract with or without cause, upon written notice of not less than sixty (60) days. Upon termination, KCRPB will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of KCRPB.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give KCRPB at least a one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

**2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, RFQ and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this solicitation is to identify a partner who can provide comprehensive administrative and investment advisory services while maintaining open, timely, and consistent communication with the Knox County Retirement and Pension Board and Executive Director in an environment that employs disciplined, efficient, and controlled routines. As context requires, companies submitting responses to this RFQ may be referred to as "Firm" or "Contractor".
- 3.2 ADDITIONS/DELETIONS:** KCRPB reserves the right to add goods/services or delete goods/services that have become obsolete in demand.
- 3.3 AWARD STATUS:** KCRPB intends to enter into an initial five (5) year contract. Upon the mutual agreement of the Contractor and KCRPB the agreement may be extended for five (5) additional years, one (1) year at a time. This may result in a total term, as extended, of ten (10) years. The renewal option is at the discretion of KCRPB. Should KCRPB desire not to renew, no reason needs to be given. KCRPB also reserves the right to terminate the agreement with sixty (60) days written notice. KCRPB reserves the right to purchase these items/services from other sources if the need arises. KCRPB reserves the right to revoke the award if a pattern of unavailability arises with the vendor(s).
- 3.4 CHANGES AFTER AWARD:** It is possible that after award, KCRPB might change its needs or requirements. KCRPB reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Third Party Administrative Services for KCRPB. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. KCRPB reserves the right to make such changes after consultation with the vendor(s). Should additional reasonable costs arise, KCRPB reserves the right to consider accepting these charges provided the firm(s) can document the increased costs. KCRPB also reserves the right to accept proposed service changes from the firm if they will lower the cost to KCRPB and/or provide improved service.
- 3.5 CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between KCRPB and the successful vendor(s). The Contract must be voted on by the Knox County Retirement and Pension Board and receive a majority vote. The successful Vendor(s) may be required to be present at the full KCRPB meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s).
- 3.6 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the KCRPB account be handled efficiently and professionally. KCRPB should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the KCRPB account, the Contractor shall formally introduce the new contacts to KCRPB personnel. These contacts must be knowledgeable of the KCRPB's account to avoid any interruption of service.
- 3.7 EVALUATION CRITERIA:** This RFQ will be evaluated using the following criteria:

<b>Organizational Qualitification/Experience (Response to TAB III and Exhibit A)</b>	<b>20 Points</b>
<b>Personnel (Response to TAB IV and Exhibit B)</b>	<b>20 Points</b>
<b>Clients (Response to TAB V and Exhibit C)</b>	<b>15 Points</b>
<b>Consulting Services (Response to TAB VI and Exhibit D)</b>	<b>10 Points</b>
<b>Investment Advisory Services (Response to TAB VII and Exhibit E)</b>	<b>15 Points</b>
<b>Record Keeping and Administration Services (Response to TAB VIII and Exhibit F)</b>	<b>10 Points</b>
<b>Participant Services (Response to TAB IX and Exhibit G)</b>	<b>5 Points</b>
<b>References</b>	<b>5 Points</b>

Knox County and the KCRPB may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible respondents. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

- 3.8 EVALUATION REVIEW:** Knox County and the KCRPB reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the KCRPB's judgment as to the appropriateness of an award to the best evaluated respondent. This information may be appended to the response evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file.

Knox County and the KCRPB shall have sole responsibility for determining a reliable source. KCRPB reserves the right to conduct written and/or oral discussions/interviews after the RFQ closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of the KCRPB.

**3.9** **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab XIII of the submittal.

**Do not strike through or in any other way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

**3.10** **FINANCIALS:** Upon request, respondents **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.

**3.11** **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.12** **NEGOTIATION:** KCRPB may select a successful respondent on the basis of initial responses received without discussions. KCRPB reserves the right to enter into Contract negotiations with the highest-rated respondent. These negotiations will include, but not be limited to, cost of the service to be provided and any additional terms and conditions. If KCRPB and the selected firm cannot negotiate a successful agreement, KCRPB may terminate said negotiations and begin negotiations with the next highest-rated respondent. This process will continue until a Contract has been executed or all respondents have been rejected. No respondent shall have any rights against Knox County/KCRPB arising from such negotiations.

**3.13** **NEWS RELEASES BY VENDORS:** As a matter of policy, County/KCRPB does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of KCRPB.

**3.14** **OFFER WITHDRAWAL:** No response can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of RFQ or unless the County/KCRPB fails to accept within 90 days after the date fixed for closing the Request for Qualifications.

**3.15** **OPEN RECORDS ACT:** Knox County and KCRPB are subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this Request for RFQ shall be open to the public for viewing and inspection and Knox County/KCRPB will comply with all legitimate requests.

**3.16** **ORAL PRESENTATIONS/INTERVIEWS:** KCRPB may require respondents to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. KCRPB reserves the right to request oral presentations and/or interviews during the initial evaluation phase. KCRPB also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

**3.17** **PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of KCRPB.

**3.18** **QUALIFICATION OF FIRMS:** Each respondent may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director and/or KCRPB that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the respondent may also be required to show past history and references which will enable the Procurement Director and/or KCRPB to be satisfied as to the respondent's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

**3.19** **QUALIFICATIONS CONTENT:** The firm's response must thoroughly expound on the firm's understanding of how the proposed services will meet KCRPB's needs. The response must also contain an explanation of the implementation plan and the firm's ongoing commitment to service.

- 3.20 QUALIFICATIONS EVALUATION:** In evaluating the responses, KCRPB reserves the right to use any or all of the ideas from the responses submitted without limitation and to accept any part or all, of the successful response in selecting an operation which is judged to be in the best interest of the KCRPB. All material submitted becomes the property of KCRPB.
- 3.21 QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each respondent's name will be publicly read aloud. No further information will be given at that time. Evaluation of the responses will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.22 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County/KCRPB and make them available on request.
- 3.23 REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. References must be submitted on the attached Reference Form. Failure to provide references on the attached form will be considered during the evaluation process and may result in the references not being accepted and/or scored during the evaluation process. Show the name of the agency or institution, person to contact, their current telephone number, current fax number, current e-mail address and the nature and size of the contract. Do not list any Knox County/KCRPB departments as a reference.
- 3.24 REJECTION OF SUBMITTALS:** Knox County/KCRPB reserves the right to reject any and all submittals received as result of this request and to waive any informality, technical defect or clerical error in any response, as the interests of the County/KCRPB may require. Non-acceptance of any responses will be devoid of any criticism of the response and of any implication that the response is deficient in any manner. Non-acceptance of any response shall be construed as meaning simply that the County/KCRPB does not deem the response to be acceptable or that another response was deemed to be more advantageous to KCRPB for the particular services proposed.
- 3.25 RESPONDENT OBLIGATION:** Respondent(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a respondent to become acquainted with existing conditions shall in no way relieve the respondent of any obligations with respect to this RFQ or to the Contract.
- 3.26 SUBMIT QUESTIONS:** Prospective firms may submit questions concerning this solicitation until **4:30 p.m. local time on November 30, 2023**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.



**SECTION IV SCOPE OF SERVICES**

**4.1 SCOPE OF WORK** Knox County and the KCRPB are releasing this RFQ to solicit firms interested in performing the third-party administrative services listed in the **Scope of Services Addendum** attached hereto for its governmental defined contribution retirement plans.

**4.2 DESCRIPTION OF PLANS** The following is meant to give an overview of the Plans. All information is based on information as of 6/30/2023. Additional information, including plan documents, plan summary brochures, and investment options, is available on the KCPRB website: [www.knoxcounty.org/retirement](http://www.knoxcounty.org/retirement)

**Mandatory Retirement Plans for Employees**  
**Regularly scheduled to work at least 18.5 hours per week**

<u>Asset Plan</u>	<u>Sheriff's Total Accumulation Retirement (STAR)</u>												
<ul style="list-style-type: none"> <li>• Defined Contribution Plan opened in 1991</li> <li>• Governmental 401(a)</li> <li>• Covers County &amp; classified Schools employees</li> <li>• Mandatory 6% employee contributions (pre-tax)</li> <li>• Employee manages investments based on line-up selected on advice of investment advisor</li> <li>• Quarterly statements and online account access</li> <li>• County contributions vest 20% per year, 100% after 5 years</li> <li>• Employee contributions always 100% vested</li> <li>• Loans permitted (must be vested)</li> </ul>	<ul style="list-style-type: none"> <li>• Defined Contribution Plan opened 1/1/2014</li> <li>• Governmental 401(a)</li> <li>• Covers Officers (positions designated as law enforcement or corrections by Merit System) hired on or after 1/1/2014</li> <li>• Mandatory 6% employee contributions (pre-tax)</li> <li>• County Contributes 6% base with 10-year vesting*</li> <li>• Employee contributions always 100% vested</li> <li>• Employees invest employee and employer base contributions based on line-up selected on advise of contractor; Board invests supplemental contributions on advice of investment advisor (supplemental contributions stopped 6/30/2022)</li> <li>• Quarterly statements and online account access</li> <li>• Loans permitted (must be vested)</li> </ul>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Assets (equal to liabilities)</td> <td style="width: 50%; text-align: right;">\$388,063,393</td> </tr> <tr> <td>FY23 County Contributions</td> <td style="text-align: right;">\$6,333,701</td> </tr> <tr> <td>Q2 2023 County Contributions</td> <td style="text-align: right;">\$3,359,280</td> </tr> </table>	Assets (equal to liabilities)	\$388,063,393	FY23 County Contributions	\$6,333,701	Q2 2023 County Contributions	\$3,359,280	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Assets (equal to liabilities)</td> <td style="width: 50%; text-align: right;">\$12,437,249</td> </tr> <tr> <td>FY23 County Contributions</td> <td style="text-align: right;">\$502,676</td> </tr> <tr> <td>Q2 2023 County Contributions</td> <td style="text-align: right;">\$296,499</td> </tr> </table>	Assets (equal to liabilities)	\$12,437,249	FY23 County Contributions	\$502,676	Q2 2023 County Contributions	\$296,499
Assets (equal to liabilities)	\$388,063,393												
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Assets (equal to liabilities)	\$12,437,249												
FY23 County Contributions	\$502,676												
Q2 2023 County Contributions	\$296,499												

**Voluntary Retirement Plans for Employees  
Regularly scheduled to work at least 18.5 hours per week**

**Deferred Compensation Plan (457 Plan)**

- Added in 2007 for additional voluntary pre-tax savings
- Employee manages investments based on line-up selected on advice from investment advisor
- Quarterly statements and online account access
- County match to the Asset Accumulation Plan based on credit service: up to 2% for 5-9 years; 4% for 10-14 years; 6% for 15+ years
- Employee contributions always 100% vested
- Unforeseeable emergency distributions permitted

Assets (equal to liabilities)	\$34,592,662
FY23 County Contributions	\$0
Q2 2023 County Contributions	\$0
Active Participants	927
Retired/Termed/Beneficiaries	247

**Medical Expense Retirement Plan (MERP)**

- Defined Contribution Plan intended to assist with post-tax retirement medical expenses
- Governmental 401(a)
- Employee voluntary contributions (post-tax)
- Employee manages investments based on line-up selected on advice from investment advisor
- Quarterly statements and online account access
- County match of 50% up to maximum of \$416 per year
- Employee & County contributions always 100% vested
- In service distribution permitted for medical hardship
- Not available for UOPP or STAR participants

Assets (equal to liabilities)	\$6,063,500
FY23 County Contributions	\$103,149
Q2 2023 County Contributions	\$48,182
Active Participants	793

**NOTE: Subject to required KCRPB action, the selected provider will also be asked to assist in the consolidation of the 457 Plans. Participants would be permitted to keep funds invested with outside providers, but new contributions would be made to KCRPB's single 457 Plan.**

**Pending approval by the Board, effective January 1, 2024, amendments to change STAR vesting, STAR Deferred Compensation Employer Match and eligibility for UOPP and STAR participation in MERP.**

**While Plans participants and retirees pay the investment management expense for selected investments, KCRPB generally bears the cost of administrative services for the Plans, paid monthly in arrears. There are a few exceptions (e.g., Participants pay loan origination and annual fees, charged to their account balances).**

**SECTION V QUALIFICATIONS FORMAT RFQ 3496**

**THIRD-PARTY ADMINISTRATIVE SERVICES, INCLUDING INVESTMENT ADVISORY SERVICES**

**RFQ INFORMATION:** The following guidelines shall be followed when responding to the Request for Qualifications. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the respondents. Knox County/KCRPB reserves the right to reject any responses for failure to comply with the requested response specifications. Knox County/KCRPB reserves the right to amend the Request for Qualifications by addendum prior to the final date of qualifications submission.

- Responses must be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original and one (1) exact copy of both your response to this RFQ as well as a separate envelope for Fees and Expenses. Respondents must also submit one (1) digital copy on a Flash Drive. The electronic copy of your response shall be in one complete file with the Fees and Expenses omitted from the appropriate Tab. Do not include multiple folders on the electronic copy. Respondents must also include a separate single file for the Fees and Expenses on the flash drive.
- Page numbers should be placed on the bottom center of pages.

**RESPONDENTS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.  
Each response must address all questions/statements listed in each tab completely.**

**TAB I: COVER LETTER**

One-page cover letter to include a summary of respondent's ability to provide the services specified in the Request for Qualifications and a **signed** statement authorizing your submission of the response.

**TAB II FIRM INFORMATION**

- Table of Contents
- Vendor Information
- Company Name
- Address
- Contact Person Phone Number
- Contact Person and e-mail address
- Knox County Vendor Number
- State License (if applicable)
- Knox County Business License (if applicable). State N/A if not applicable.
- EIN Number

**TAB III ORGANIZATIONAL QUALITIFICATION/EXPERIENCE**

- Provide a completed Exhibit A, Organizational Questionnaire and any materials requested within the questionnaire.

**TAB IV PERSONNEL**

- Provide a completed Exhibit B, Personnel Questionnaire and any materials requested within the questionnaire.
- Provide a summary detailing the strengths of the Firm's personnel in regard to relevant experience and qualifications.

**TAB V CLIENTS**

- Provide a completed Exhibit C, Client Questionnaire and any materials requested within the questionnaire.
- Provide a summary listing a similar client and/or scope of work that the firm has successfully provided administrative services for and detail how the success of such projects would translate to success for KCRPB.

**TAB VI CONSULTING SERVICES**

- Provide a completed Exhibit D, Consulting Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary clearly describing the Firm's consulting services and describe how the Firm is unique and/or desirable.

- TAB VII**      **INVESTMENT ADVISORY SERVICES**
- Provide a completed Exhibit E, Investment Advisory Services Questionnaire and any materials requested within the questionnaire.
  - Provide a summary describing the Firm's investment advisory services and describe how decisions relating to recommendations are made.

- TAB VIII**      **RECORDKEEPING & ADMINISTRATION SERVICES**
- Provide a completed Exhibit F, Recordkeeping and Administration Services Questionnaire and any materials requested within the questionnaire.
  - Provide a summary clearly describing the Respondent's recordkeeping and administration services and describe how the Firm is better compared to other companies who perform the same services.

- TAB IX**      **PARTICIPANT SERVICES**
- Provide a completed Exhibit G, Participant Services Questionnaire and any materials requested within the questionnaire.
  - Provide a summary of the Firm's participant services and describe how the Firm handles daily interaction with the participants in the plans.

- TAB X**      **FEES AND EXPENSES**
- Exhibit H must be provided in a separate envelope clearly labeled Fees and Expenses with the Company Name, RFQ Number and RFQ Closing Date. Do not include the Fees and Expenses as part of your response to other TABs of this RFQ. A separate, single file for the Fees and Expenses must also be included on the flash drive.
  - Provide a completed Exhibit H, Fees and Expenses, and any materials requested within the questionnaire.
  - Provide any materials related to the Firm's fees and expenses.

- TAB XI:**      **ATTACHMENTS**
- Iran Divestment Act/No Boycott of Israel
  - References

**TAB XI:**      **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

**TAB XII:**      **ANY OTHER INFORMATION THAT WOULD ADD VALUE**

**TAB XIII:**      **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFQ in your response.

**Failure to include any of the above may result in the response being disqualified.**

## EXHIBIT A - ORGANIZATIONAL QUESTIONNAIRE

1. Provide the Respondent's name, headquarters' address, name of contact person, title, phone number, fax number and email address. If the company has a website, please provide the URL.
2. Where is the physical office located that will serve as KCRPB's primary contact?
3. How many years has the Firm been in business? How many years has the Firm provided third party administrative services, including investment advice, for government entities specifically? How many years has the Firm been active in the defined contribution business?
4. Provide a brief history of the Respondent.
5. Describe the ownership structure of the Respondent.
6. Describe the succession plan the Firm has in place.
7. Does the Firm have any relationships with other firms? Would any services provided to KCRPB be sub-contracted out? If so, please list the services and subcontractors.
8. Is the Firm regulated by the State of Tennessee, FINRA, and/or the SEC?
9. Is the Firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? If registered, when was the Firm first so registered? Please provide a copy of your most recent Form ADV, Parts I & II, if applicable.
10. Describe the Firm's errors and omissions insurance and investment advisor professional liability coverage.
11. Describe the procedures in place that would mitigate potential conflicts of interest.
12. Has the Firm been involved in any regulatory actions or litigation in the past five (5) years? Has any member of the firm been fined, disciplined and/or suspended by the SEC, the NASD or any regulatory agency? If yes, please explain.
13. Describe any past or pending litigation relating to the services associated with retirement plans.
14. Does the Firm have a business continuation and disaster recovery plan? Please describe.
15. What are the Firms cyber security polices?
16. What objectives or key performance indicators does the Firm set with respect to serving clients?
17. What is considered to be the greatest asset to the company?

## **EXHIBIT B - PERSONNEL QUESTIONNAIRE**

1. How many employees does the Firm have and how many would be assigned to KCRPB?
2. Provide a biography and/or resume of the key personnel who will be responsible for servicing this account, their office location and contact information. Describe any specializations they have.
3. Do any members of the team have ownership in the organization?
4. List the turnover in key personnel that has occurred during the past five (5) years. Include the length of employment and reason for departure.
5. Will KCRPB have a dedicated relationship manager or point of contact for inquiries, updates, and ongoing communication?
6. What is the standard response time for inquiries or concerns raised by KCRPB?
7. What communication channels do you offer for interacting with KCRPB?
8. Describe the Firm's compliance department or function and its role in servicing KCRPB.

## EXHIBIT C - CLIENTS QUESTIONNAIRE

### Number of Current Clients for Entire Company

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
<b>Administrative Services + Investment Advice</b>					

### Number of Current Clients for Location who will service KCRPB

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
<b>Administrative Services + Investment Advice</b>					

1. Describe any unique expertise the Firm has with respect to governmental, non-ERISA, defined contribution retirement plan consulting.
2. Describe the organization's commitment to quality and the philosophy/approach to client services.
3. Describe the procedures for monitoring (a) client satisfaction and (b) participant satisfaction.
4. How often do consultants meet with clients?
5. How would the Firm handle communication with KCRPB regarding its account if the Firm's account manager or other members of the designated team were to change?
6. Describe the efforts made to keep all members of the Firm's staff current with and informed of developments related to plan governance and practices.
7. Describe the range of plan sizes for clients managed by the office that would service KCRPB Plans.
8. What are the assets under management of the Firm as of September 30, 2023?
9. What are the assets under management of the office that would service our plan as of September 30, 2023?
10. Please list the types of retirement plans that are currently being serviced.
11. How many retirement plans are managed within the Firm?
12. How many retirement plans does the office that would service our plan manage?
13. How many of those retirement plans are in the state of Tennessee?

## EXHIBIT D - CONSULTING SERVICES QUESTIONNAIRE

1. Outline the full range of consulting services provided by the Firm, and the frequency with which they are generally provided.
2. Does the Firm intend to act as a fiduciary for the Plans and/or participants? In what capacity?
3. Does the Firm offer board, committee and/or staff training, education, and support? Please describe.
4. Discuss the investment menu recommendation process, including the overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the Plans' current strategy.
5. Discuss the investment manager recommendation and selection process, including the overall philosophy, manager research process and the determination of search-specific criteria.
6. Will the proposed investment lineup utilize an open architecture approach? Please describe any restrictions, conditions or limitations on investment recommendations.
7. Describe any proprietary investment products included in your response lineup, if applicable.
8. How do you ensure that the investment options within your proposed lineup are diversified and well-aligned with the varying risk tolerances and investment goals of plan participants?
9. Discuss how the portfolio is monitored on an ongoing basis and what would trigger a recommendation for an asset allocation or manager change.
10. Can the Firm meet KCRPB's quarterly and annual reporting requirements? Are the reports customizable to accommodate the Plans' information needs? Please describe.
11. Describe the Firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies.
12. KCRPB governance requires an actuarial impact statement accompany any proposed Plans amendment. Describe the Firm's actuarial experience and how this experience would integrate with recommendations on the investment of Plans assets.
13. Include a description of how the Firm would approach the transition (if applicable) from the current Investment Consultant if your Firm were to be selected.
14. How does the Firm define and measure the success of retirement plan consulting relationships?
15. Submit samples of reports that the Firm would provide to KCRPB's Plans.
16. Describe the Respondent's investment selection process for Participants.
17. Describe any pending major procedural or process changes with Secure Act or Secure Act 2.0.



## EXHIBIT E – INVESTMENT ADVISORY SERVICES QUESTIONNAIRE

1. Please list the full scope of investment advisory services the Firm offers for retirement plans.
2. Please describe, if any, fiduciary support that the Firm would provide.
3. If the Firm does provide fiduciary support, is it offered in-house or via a third party?
4. Please describe the Firm's investment philosophy.
5. Please identify the number and types of investment vehicles that would be available to KCRPB.
6. Please describe the Firm's manager research and selection process, including the utilization of quantitative or qualitative analysis.
7. Describe whether the company utilizes actively managed funds, index funds, or both.
8. How many investment manager due diligence meetings were held during the previous year?
9. Describe the process for monitoring investments, including how manager terminations are handled.
10. KCRPB has monthly Board Meetings and quarterly Investment Committee meetings. Can you accommodate in-person attendance to these meetings?
11. Does the Firm offer Committee training, education, and support? Please describe.
12. Please describe the topics that would be covered throughout the year to our Investment Committee.
13. What form of reporting is provided to clients (please provide a sample)?
14. Does the Firm assist clients to benchmark plan fees?
15. How are clients informed of new legislation?
16. Does the Firm provide any other support to help keep our Investment Committee up-to-date on industry best practices?

Please map our current funds to your proposed investment lineup.

Current Funds					Proposed Funds				
A	B	C	D	A x D	B	C	D	A x D	
9/30/23 Assets	Fund	Ticker	Net Exp Ratio	Total Fund Expense	Proposed Fund	Ticker	Net Exp Ratio	Total Fund Expense	
	MFS Value R6	MEIKX	0.43%	\$ -				\$ -	
	Touchstone Large Cap Focused R6	TSRLX	0.66%	\$ -				\$ -	
	Vanguard Institutional Index I	VINIX	0.04%	\$ -				\$ -	
	Vanguard Total Stock Mkt Idx Adm	VTSAX	0.04%	\$ -				\$ -	
	JPMorgan Large Cap Growth R6	JLGMX	0.44%	\$ -				\$ -	
	JHancock Disciplined Value Mid Cap R6	JVMRX	0.75%	\$ -				\$ -	
	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	\$ -				\$ -	
	AB Discovery Growth Z	CHCZX	0.64%	\$ -				\$ -	
	Delaware Small Cap Value R6	DVZRX	0.70%	\$ -				\$ -	
	PGIM Jennison Small Company R6	PJSOX	0.71%	\$ -				\$ -	
	Dodge & Cox International Stock X	DOFXF	0.52%	\$ -				\$ -	
	Vanguard Total Intl Stock Index	VTIAX	0.11%	\$ -				\$ -	
	BNY Mellon International Stock Fund Y	DISYX	0.89%	\$ -				\$ -	
	Invesco International Small-Mid Com	OSCIX	0.97%	\$ -				\$ -	
	American Funds New Perspective R6	RNPGX	0.41%	\$ -				\$ -	
	Goldman Sachs Emerging Markets Eq	GEMUX	1.02%	\$ -				\$ -	
	Invesco Real Estate R6	IARFX	0.81%	\$ -				\$ -	
	Vanguard Health Care Adm	VGHAX	0.29%	\$ -				\$ -	
	Delaware Ivy Science and Technology	ISTNX	0.81%	\$ -				\$ -	
	T. Rowe Price Retirement I 2020 I	TRBRX	0.37%	\$ -				\$ -	
	T. Rowe Price Retirement I 2030 I	TRPCX	0.41%	\$ -				\$ -	
	T. Rowe Price Retirement I 2040 I	TRPDX	0.43%	\$ -				\$ -	
	T. Rowe Price Retirement I 2050 I	TRPMX	0.45%	\$ -				\$ -	
	T. Rowe Price Retirement I 2060 I	TRPLX	0.46%	\$ -				\$ -	
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	\$ -				\$ -	
	Vanguard LifeStrategy Cnsvr Gr Inv	VSCGX	0.12%	\$ -				\$ -	
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	\$ -				\$ -	
	JPMorgan High Yield R6	JHYUX	0.50%	\$ -				\$ -	
	Vanguard Total Bond Market Index	VBTLX	0.05%	\$ -				\$ -	
	MFS Total Return Bond R6	MRBKX	0.36%	\$ -				\$ -	
	Lord Abbett Short Duration Income R6	LDLVX	0.31%	\$ -				\$ -	
	Standard Stable Value 3		0.60%	\$ -				\$ -	
<b>Ultra Aggressive Portfolio</b>									
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	\$ -				\$ -	
	Goldman Sachs Large Cap Gr Insights	GLCUX	0.54%	\$ -				\$ -	
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	\$ -				\$ -	
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	\$ -				\$ -	
	Franklin Small Cap Value R6	FRCSX	0.59%	\$ -				\$ -	
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	\$ -				\$ -	
	Columbia Overseas Value Inst3	COSYX	0.77%	\$ -				\$ -	
	ClearBridge International Growth IS	LMGPX	0.70%	\$ -				\$ -	
	Voya Multi-Manager International Sm	NAPIX	1.20%	\$ -				\$ -	
	Invesco Developing Markets R6	ODVIX	0.84%	\$ -				\$ -	
	Columbia Seligman Tech & Info Inst3	CCOYX	0.85%	\$ -				\$ -	
<b>Aggressive Portfolio</b>									
	JHancock Disciplined Value R6	JDVWX	0.65%	\$ -				\$ -	
	AB Large Cap Growth Z	APGZX	0.52%	\$ -				\$ -	
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	\$ -				\$ -	
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	\$ -				\$ -	
	Franklin Small Cap Value R6	FRCSX	0.59%	\$ -				\$ -	
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	\$ -				\$ -	
	Columbia Overseas Value Inst3	COSYX	0.77%	\$ -				\$ -	
	ClearBridge International Growth IS	LMGPX	0.70%	\$ -				\$ -	
	Invesco EQV Emerging Markets All Cap	GTFPX	1.01%	\$ -				\$ -	
	GG CIT III for MetLife GAC 25554 CL 75		1.14%	\$ -				\$ -	
<b>Balanced Portfolio</b>									
	Pioneer Equity Income K	PEQKX	0.66%	\$ -				\$ -	
	AB Large Cap Growth Z	APGZX	0.52%	\$ -				\$ -	
	JPMorgan Mid Cap Value R6	JMVYX	0.65%	\$ -				\$ -	
	Pioneer Select Mid Cap Growth K	PSMKX	0.66%	\$ -				\$ -	
	JPMorgan Small Cap Value R6	JSVUX	0.74%	\$ -				\$ -	
	AB Small Cap Growth Z	QUAZX	0.76%	\$ -				\$ -	
	Columbia Overseas Value Inst3	COSYX	0.77%	\$ -				\$ -	
	ClearBridge International Growth IS	LMGPX	0.70%	\$ -				\$ -	
	Voya Multi-Manager International Sm	NAPIX	1.20%	\$ -				\$ -	
	Columbia Emerging Markets Inst3	CEKYX	1.03%	\$ -				\$ -	
	MFS Global Real Estate R6	MGLRX	0.83%	\$ -				\$ -	
	Delaware Ivy Global Bond Fund Class	IVBDX	0.70%	\$ -				\$ -	
	JHancock Bond R6	JHBSX	0.35%	\$ -				\$ -	
	Transamerica Stable Value		0.75%	\$ -				\$ -	
<b>Moderate Portfolio</b>									
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	\$ -				\$ -	
	JPMorgan Growth Advantage R6	JGVVX	0.55%	\$ -				\$ -	
	MFS Mid Cap Value R6	MVCKX	0.62%	\$ -				\$ -	
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	\$ -				\$ -	
	Franklin Small Cap Value R6	FRCSX	0.59%	\$ -				\$ -	
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	\$ -				\$ -	
	Columbia Overseas Value Inst3	COSYX	0.77%	\$ -				\$ -	
	ClearBridge International Growth IS	LMGPX	0.70%	\$ -				\$ -	
	JHancock Strategic Income Opps R6	JIPRX	0.65%	\$ -				\$ -	
	Pioneer Bond K	PBFKX	0.33%	\$ -				\$ -	
	Federated Hermes Capital Pres ISP		0.70%	\$ -				\$ -	
<b>Conservative Portfolio</b>									
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	\$ -				\$ -	
	AB Large Cap Growth Z	APGZX	0.52%	\$ -				\$ -	
	Columbia Overseas Value Inst3	COSYX	0.77%	\$ -				\$ -	
	ClearBridge International Growth IS	LMGPX	0.70%	\$ -				\$ -	
	Franklin US Government Secs R6	FGORX	0.50%	\$ -				\$ -	
	PIMCO Short-Term Instl	PTSHX	0.45%	\$ -				\$ -	
	Diversified Stable Value		0.50%	\$ -				\$ -	
<b>Fixed Income Portfolio</b>									
	Pioneer Strategic Income K	STRKX	0.59%	\$ -				\$ -	
	Pioneer Bond K	PBFKX	0.33%	\$ -				\$ -	
	PIMCO Short-Term Instl	PTSHX	0.45%	\$ -				\$ -	
	Invesco Senior Floating Rate R6	OOSIX	0.71%	\$ -				\$ -	
	Standard Stable Value 5		0.80%	\$ -				\$ -	
\$ -			Total Expense	\$ -			Total Expense	\$ -	

If your Firm is selected, you will be asked to justify initial investment recommendations that differ from those listed above.

Effective July 1, 2023, the default investment option is the age-appropriate target date fund; prior to that date, the default investment was the Balanced Portfolio.

Investment line-up and changes in managers are reviewed with the KCRPB Investment Committee and determined by the Board, based on selected provider's advice.

## EXHIBIT F – RECORDKEEPING & ADMINISTRATION SERVICES QUESTIONNAIRE

1. Does the Firm offer record-keeping and plan administration in-house or would the Firm partner or subcontract with record-keeping providers?
2. If the Firm partners with record-keeping providers, what record-keeper would be proposed for our plan and why? Describe the relationship in full.
3. Describe the account services and transaction capabilities available through the participant website.
4. Does the Firm offer a mobile app? Provide a sample page of mobile app features.
5. Can participants request online distributions? Is this through the company's website or third-party?
6. How will we transmit payroll data to the company? Provide an example if needed.
7. Describe in detail how the system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?
8. Can employer and employee contributions be tracked separately?
9. What checks and balances are in place to ensure transactional integrity?
10. How often are Team meetings held between the Administrative Team and the Client?
11. Describe the Firm's cybersecurity threat mitigation defenses and protocols.
12. Please describe how the Firm would approach a plan conversion from the current service provider to your Firm if selected.

## **EXHIBIT G - PARTICIPANT SERVICES QUESTIONNAIRE**

1. Provide how participants would be able to contact the participant service team.
2. Does the Firm assist with employee enrollment? If so, please provide samples of enrollment materials.
3. Does the Firm provide participant education? How often are those provided?
4. Does the Firm provide participant savings, financial planning, investment and/or retirement advice? What kind of advice can and cannot be provided?
5. If participant advice is provided, is it in-house or via a third party? Provide list of any additional fees that apply (include in Exhibit H).
6. Describe the customization capabilities for participant level statements.
7. Please describe any capabilities the company has to customize its web or call-center.
8. Does the Firm provide any other support to participants?
9. Please describe the Firm's dedicated call center and response times.

## EXHIBIT H – FEES AND EXPENSES QUESTIONNAIRE

1. Please describe the fees and expenses (including the specific amount) proposed for providing the services described on the Scope of Services Addendum; include both those proposed to be charged to KCRPB and those to be imposed on Participants, terminees, retirees, etc. If fees are “per Participant,” “per account,” or based on Plans assets, the KCRPB will compare responses using the assets and Participant counts stated on pages 2 & 3, as of June 30, 2023.
2. Please describe any additional fees or expenses that may be charged to KCRPB.
3. Confirm that the Firm will employ I-shares and will not receive any indirect compensation (e.g., 12(b)(1) or similar fees).
4. How do you ensure transparency in fee and expense reporting to both KCRPB and participants?
5. Confirm that the initial fee will be fixed for five (5) years; thereafter, fees shall be compared to market and may be adjusted by agreement of both parties on an annual basis going forward.

**Exhibit H must be provided in a separate envelope clearly labeled Fees and Expenses with the Company Name, RFQ Number and RFQ Closing Date. Do not include the Fees and Expenses as part of your response to other TABs of this RFQ. A separate, single file for the Fees and Expenses must also be included on the flash drive.**

## SCOPE OF SERVICES ADDENDUM

In alignment with the overarching objectives and requirements outlined in the Request for Qualifications (RFQ), this Scope of Services Addendum serves to provide a comprehensive overview of the specific deliverables, tasks, and responsibilities that the selected provider will be responsible for providing.

1. Maintain accurate participant records, including demographic and contribution information.
2. In accordance with the Executive Director's direction, work as a team with the Board, Retirement Office, and other advisors to provide timely, first-class service to Plan participants.
3. Process participant enrollment.
4. Process distribution requests, including required tax withholding, for the following:
  - a. In-service distributions
  - b. Cash-outs and vested termines
  - c. Retiree lump sums and periodic payments
  - d. Partial lump sums
  - e. Unforeseeable emergency distributions
  - f. Service credit benefit
  - g. Qualified domestic relations orders (QDROs)
  - h. Beneficiary and survivor benefits
5. Track and apply Plan vesting requirements.
6. Generate participant statements and reports (e.g., 1099-R) as required.
7. Calculate and notify retirees and survivors of annual RMD requirements and process timely.
8. Receive and process employee contributions, employer contributions, loan repayments, and any other contributions in accordance with Plan terms.
9. Ensure compliance with contribution limits and applicable IRS regulations.
10. Process and manage loan requests, ongoing payments, defaults, and deemed distributions.
11. Recommend a diverse range of investment options for approval by the Investment Committee and Board.
12. Facilitate participant-directed investment changes and transfers.
13. Monitor and update investment offerings, as needed, in consultation with KCRPB.
14. Attend quarterly Investment Committee meetings and report on investment performance, fees, market updates, recommended changes to the fund line-up, and other relevant topics.
15. Provide presentation materials in advance of the Investment Committee meeting for review and approval by the Executive Director.
16. Conduct regular comparative analyses of investment options and fees.
17. Produce and distribute quarterly participant statements.
18. Coordinate with auditors, including preparation and organization of requested Plan records.
19. Facilitate required compliance testing (e.g., 415(c) and 457(b) contribution testing)
20. Assist with maintenance and distribution of SPDs and required notices and disclosures, including fee disclosures.
21. Monitor compliance with present and future IRS regulations.
22. Provide support and research on matters pertaining to Plan design and compliance.
23. Assist with annual fiduciary insurance renewal.
24. Offer a dedicated participant support hotline and online portal for inquiries and assistance.
25. Offer tools and resources for retirement planning and investment education.
26. Educate participants, on-site and remotely, about Plan features, investment options, and retirement planning, including periodic in-person group and individual counseling sessions.
27. Provide enrollment kits to new participants (plan, SPD, investment brochure)
28. Disseminate plan-related communications.
29. Maintain a secure online portal for participants to access account information and perform transactions.
30. Ensure data privacy and security in accordance with industry standards and regulations.
31. Provide regular reports to the Executive Director, including participant activity, investment performance, compliance testing results, and any other relevant topics.
32. Monitor performance of non-discretionary trustee and assist in selection and removal of trustee, as warranted and as approved by KCRPB.
33. Attend and be prepared to present at monthly Board meetings, quarterly Investment Committee meetings, and other staff, Board, Committee and Commission meetings, as requested.
34. On an annual basis, disclose to the Board the total fees and expenses paid to provider, broken down by category, if applicable.
35. Maintain familiarity with County employee retirement and other benefits and consult on Plan features, changes, best practices, legislative changes, etc.
36. Offer guidance on Plan governance, fiduciary responsibilities, and compliance matters.
37. Provide guidance on Plan improvements and strategies to enhance participant outcomes.
38. Assist with structural changes to the Plans through implementation.
39. Evaluate Plan modifications and issue actuarial impact letter for each proposed Plan amendment.

40. Understand and comply with Board policies and procedures.
41. Participate in new Board member orientation.
42. Designate executive, management, and administrative level points of contact for Retirement Office, payroll department, trustees and custodians, and other Board staff and advisors.
43. Work closely with the Board, Executive Director, current administrators and 457 plan providers, trustees and custodians to ensure smooth transition and consolidation of administrative services, including accurate transfer of participant data, investments, and historical records.



**ATTACHMENT C  
KNOX COUNTY PROCUREMENT DIVISION  
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL  
REQUEST FOR QUALIFICATIONS NUMBER 3496**

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR QUALIFICATIONS NUMBER 3496**

**Vendor:** \_\_\_\_\_

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCRPB will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCRPB as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____