

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: March 24, 2021

REQUEST FOR PROPOSALS: RFP No. 21-0029	Qualified firms are requested to submit proposals, subject to conditions and instructions as specified, for the furnishing of: 457 DEFERRED COMPENSATION PLAN – RECORDKEEPING, ADMINISTRATION AND PARTICIPANT EDUCATION (ANNUAL CONTRACT)
GENERAL SCOPE	Columbus Consolidated Government (“the City”) is soliciting competitive proposals for an experienced, qualified firm to provide recordkeeping, administration, and participant education services for the City’s 457 Deferred Compensation plan.
DUE DATE	APRIL 23, 2021 - 5:00 PM (EASTERN)
SUBMISSION REQUIREMENTS	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses until further notice. Effective immediately, responses must be submitted via DemandStar. See Appendices A through D for information and instructions on how to register and submit a proposal through DemandStar.
ADDENDA	The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors’ responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a response.
NO SUBMITTAL	If you are not interested in this solicitation, complete and return page 3.

Andrea J. McCorvey,
Purchasing Division Manager



IMPORTANT INFORMATION

E-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Marketplace to receive future procurement notifications at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email: BidOpportunities@ColumbusGa.org

Fax: 706-225-3033

Attn: Della Lewis, CPPB, GCPA

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

We, the undersigned decline to submit a proposal for **RFP No. 21-0029** for **457 Deferred Compensation Plan – Recordkeeping, Administration, and Participant Education (Annual Contract)** for the following reason(s):

- ☐ Specifications are too “tight”, i.e., geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below)

Comments:

COMPANY NAME: _____

REPRESENTATIVE: _____

DATE: _____

TELEPHONE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL UNTIL AFTER AWARD.

3-110 Competitive Sealed Proposals (Negotiations)

(1) Conditions for Use

When the Purchasing Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

The public will be given adequate notice of the Request for Proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the Request. ***The City reserves the right to seek Request for Proposals in a shorter period, if necessary, as determined by the Purchasing Manager.***

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the Internet and on the City's government access television channel.

Public Works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for Specialized Equipment/Supplies
- Solicitations for Specialized Services
- Re-bid of Solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the Purchasing Manager.

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of

any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain 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 shall be open for public inspection only after contract award.

D. Evaluation Factors

The Request for Proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

E. Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each voting Committee member shall grade each submitted proposal based upon the evaluation criteria.

F. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

Date: _____

To: Della Lewis, Buyer Specialist
Email BidOpportunities@ColumbusGA.org or
Fax (706) 225-3033

Re: **457 Deferred Compensation Plan (Annual Contract) - RFP No. 21-0029**

Questions and requests for clarification must be submitted at least five (5) business days before the due date:

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

457 Deferred Compensation Plan Recordkeeping,
Administration and Participant Education (Annual Contract)
RFP No. 21-0029

Columbus Consolidated Government (“the City”) is soliciting competitive proposals for an experienced, qualified firm to provide recordkeeping, administration, and participant education services for the City’s 457 Deferred Compensation plan.

A. PROPOSAL SUBMITTAL DATE:

PROPOSALS ARE DUE: APRIL 23, 2021 NO LATER THAN 5:00 PM (Eastern). *Submit one electronic response via DemandStar.*

After award of Contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors’ full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled “Do You Have Questions ...” within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at https://library.municode.com/ga/columbus/codes/code_of_ordinances.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: **1)** The RFP; **2)** Addenda; **3)** Awarded Vendors(s) response; **4)** Awarded Vendor(s) Clarifications; **5)** Negotiated Components; and **6)** Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

AA. RIGHT TO PROTEST:

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

SPECIFICATIONS
457 Deferred Compensation Plan –
Recordkeeping, Administration, and Participant Education
(Annual Contract)
RFP No. 21-0029

I. Scope

Columbus Consolidated Government (“the City”) is soliciting competitive proposals for an experienced, qualified firm to perform administration, recordkeeping, education, and services for the City’s Section 457 Deferred Compensation Plan.

The successful vendor will assume or retain all duties of Service Provider that are assigned to VALIC under the City’s current 457 Plan. All new employees will be referred to the successful vendor, and current employees may freeze or transfer their funds to the successful vendor. Columbus Consolidated Government will, however, continue to offer payroll deduction to employees who do not transfer their account funds to the successful vendor, and choose to remain with legacy recordkeepers.

II. Background and Objectives

A. Listed below are the primary objectives of this review and selection process:

1. Lower participant and plan expenses.
2. An orderly and timely expansion.
3. Access to group seminars and individual meetings on investment and retirement planning topics.
4. Establishment of a non-City plan administrator to handle related activities.
5. Integrated administration and reporting for the 457 Plan.
6. Provide annual participant benefit statement for all retirement sources (social security, CCG Pension, and 457).

B. Columbus, Georgia Consolidated Government (“City”) is a duly formed political subdivision that is governed by the laws and Constitution of the State of Georgia and its Charter. The Department of Human Resources is the sponsor of the City’s Plan. State law requires that the Deferred Compensation Plan be administered at no cost to taxpayers. Participants must bear the expenses associated with the Plan’s Administration and Recordkeeping through an asset charge levied against the accounts. While this charge is set as an annual limit, it is assessed monthly by the Record-keeper.

C. The Columbus Consolidated Government’s Deferred Compensation Plan was established in 1981 in accordance with Internal Revenue Code Section 457 and managed by ITT-Hartford prior to 1996. All plan assets are currently held in a trust for the exclusive benefit of participants and beneficiaries in compliance with federal legislation. The Plan was amended and restated by the Columbus Council on March 22, 2016, and it was subsequently amended on December 11, 2018 and April 28, 2020. **The Plan and its amendments are attached hereto as Exhibit B and Exhibit C, respectively.**

Columbus Consolidated Government currently contracts with VALIC as the Service Provider. Under the Plan, VALIC provides recordkeeping/ administrative services and proposes a menu

of investment options for all new accounts created by City employees as well as those accounts where the employee has chosen to transfer their account to a VALIC platform.

Three Legacy Providers – Nationwide, Empower and Mass Mutual - provide investment options and record keeping services for those accounts that were created by employees prior to the 2016 Plan Restatement where the employee chose not to transfer his or her account to VALIC. The Service Provider's local and home offices provide enrollment, communication/education, and recordkeeping services for the Plan.

The Human Resources Department serves as the Deferred Compensation Plan Sponsor. The Plan currently contracts with an independent investment consulting firm that provides guidance, monitoring, reporting and recommendations on the investment option menu, review of recordkeepers and fees, and other matters pertaining to the operation of the Plan.

D. There are approximately 2800 City employees who are eligible to participate in the Plan, with 656 currently participating. As of December 31, 2020, total assets in the Plan were approximately \$32,600,000:

- AIG/VALIC (Active Plan Recordkeeper; Open Architecture Mutual Fund Platform) – \$10,800,000
- AIG/VALIC (legacy annuity platform) - \$9,400,000
- Nationwide Retirement Solutions (“Nationwide”; legacy recordkeeper) - \$5,500,000
- Empower Retirement (legacy recordkeeper) - \$440,000
- Mass Mutual (legacy recordkeeper)- \$6,500,000

E. The total amount of employee contributions in Calendar Year 2020 was approximately \$1,900,000, of which approximately \$1,400,000 was into the current active Plan that is the subject of this RFP. The average annual participant deferral was 4% of eligible compensation. Total distributions in 2020 were approximately \$1,500,000, of which approximately \$600,000 was from the active Plan that is subject of this RFP. Participants pay administrative fees and fund fees which vary with plan administrator and specific funds.

III. Contract Term

A. The initial term of the contract will be for two (2) years with the City's option to renew for five (5) additional twelve-month periods.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving **60 days** prior notice, in writing, to the other party, may cancel this contract.

IV. Minimum Requirements

Responding firms must meet the following requirements:

- A. The firm must have at least five years' experience administering Section 457 Deferred Compensation Plans and must currently be sole administrator of a minimum of 5 governmental Section 457 Plans each with assets of \$50 million dollars.
- B. The firm must have knowledge of and comply with all applicable State of Georgia and federal regulations regarding governmental retirement plans and investment options.
- C. If applicable, the firm must have the ability to absorb any surrender charges and/or MVAs (Market Value Adjustments) associated with the potential contract termination and transfer of assets to the new Plan.
- D. The supported option menu must be completely open architecture. With possible exception of the Stable Value Fund, all investment options will be SEC registered mutual funds with fully transparent expense ratios and daily NAV pricing.
- E. Upon award of the contract, the selected firm must be duly qualified to provide the deferred compensation plan services in the State of Georgia. RFP includes attaining a current State of Georgia Business License.
- F. The terms outlined in the RFP specifications must be guaranteed up to and through the negotiation of the final contract.

V. Questions and Responses from the Previous Solicitation

- A. What is the anticipated contract effective date?

Response: The *anticipated* start date is July 1, 2021 (subject to change).

- B. For the "Annual Benefit Statement" listed in your RFP goal, can this be satisfied through a complimentary report or "statement on demand" to include all of these factors initiated by the plan participant from the provider's on-line Retirement Gap Analysis tool.

Response: The Columbus Consolidated Government would like for the vendor to combine the participant's expected City pension, estimated Social Security and Deferred Compensation payments in one document.

- C. How many days per month do you expect someone should be available on site for plan participants? Will you accept responsibility to schedule appointments? What would be the minimum number of appointments that would require us to be present?

Response: The Columbus Consolidated Government would like for the vendor to provide a minimum of 12 hours per month, excluding the annual Open Enrollment period. The vendor is responsible for scheduling the on-site sessions.

- D. Please provide a projected timeline of RFP related activities (i.e., finalist presentations, date of award, commencement date of contract).

Response: The Columbus Consolidated Government anticipates that in the 2nd Quarter of Calendar Year 2021, the RFP and Award process will be completed. The 3rd Quarter of Calendar Year 2021 will be devoted to the transition process. The new vendor will be expected to help determine close-out procedures.

- E. Please identify the number of locations that require education and the number of eligible/active employees at each location.

Response: The Columbus Consolidated Government has employees who work shifts other than the traditional 8am-5pm working hours. Educational sessions for Public Safety employees to include police officers, county correctional facility guards, E911 employees, and laborers to include sanitation, park maintenance and street crews will need to be scheduled.

F. Sessions will need to be scheduled for employees who work in the following locations:

- Government Center Tower
- Public Safety Building
- City Services Center
- City Annex Building
- Public Works
- Park Maintenance

G. Please confirm if the current providers or the City is monitoring contribution limits.
Response: The Columbus Consolidated Government monitors the contribution limits.

H. Please provide the annual enrollment figures for each of the past 3 years from sole provider.

Response:

Valic	2020	124
	2019	167
	2018	89

*The above numbers represent new enrollments to the plan.

I. What additional retirement education would the City see as beneficial to its employees?
Response: The Columbus Consolidated Government would like to know the vendor's typical education program for cities comparable to Columbus.

J. Please define eligible compensation.

Response: Eligible compensation, there is no such defined term in any of the City's current plan documents only "includable compensation". Since the City does not match contributions, it is the City's intent to allow the employee to participate to the maximum extent that the IRS allows.

VI. Indemnity Clause

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VII. Insurance

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form 6)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated

Government as an additional insured, **as well as list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VIII. E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

IX. Proposal Preparation and Submission

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.** *See Appendices A through D for information and instructions on how to register and submit proposals through DemandStar.*

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify Affidavit (Form 1), the form titled "Communication Concerning This Solicitation" (Form 2), and the proposed cost, fees, revenue, etc.,* the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

Section 1: Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone, and fax numbers (if applicable), and **include the name and email address(es) of contact person(s) during this proposal process.** Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

Section 2: E-Verify Affidavit (Form 1)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. Additional information regarding the State's E-Verify

requirements can be found at:

<https://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and before submitting a proposal.

Section 4: Communication Concerning This Solicitation

Complete the form titled *Communication Concerning This Solicitation (Form 2)*

Section 5: Exceptions to RFP

- A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendor's shall be notified in writing if exceptions are not acceptable. **PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.**
- B. **VENDOR AGREEMENT/CONTRACT FORM:** Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.

Section 6: Responses to Questionnaire

Provide response to all questions and requests listed on **Form 3**. Please precede your answer with a restatement of the question/request.

Section 7: Qualifications/Experience

Respond to the items listed below. Please precede your answer with a restatement of the question/request.

- A. Briefly describe the ownership structure of your organization and any subsidiaries it may have. Identify parent company and any affiliated businesses of the vendor.
- B. In what year was your organization founded?
- C. Are there any discussions or pending agreements to merge or sell any part of your organization? If "Yes" please explain.
- D. Has your organization ever been petitioned into bankruptcy or insolvency? If "Yes", please explain.
- E. Provide your most recent audited financial statement. If the proposing firm is an insurance company please provide your claims paying ability ratings from Standard & Poor's, Moody's or Duff & Phelps. If rated by some other service, provide the rating and rating criteria. Also provide rating from A.M. Best Company if available.

- F. Describe any litigation in the past or pending against your organization or on-site service representatives resulting from its current or past involvement with any deferred compensation, defined contribution, or public/private pension plan.
- G. Has your organization or have your on-site service representatives been cited or reprimanded by any regulatory agency within the past ten years? Check Yes or No. If “Yes” please describe.
- H. How long has your organization provided services to government 457 Deferred Compensation Plans?
- I. How many total participants does your firm service in the public sector 457 Deferred Compensation Plan marketplace?
- J. How many total employees does your firm have that service Deferred Compensation Plans exclusively?
- K. Please complete the following plan profile table which describes your current clientele in the public sector 457 Deferred Compensation Marketplace.

Data as of 12/31/2020	Number of Plans
Under 100 participants	
From 100 to 499 participants	
From 500 to 1000 participants	
Over 1,000 participants	
Under \$5 million	
From \$5 million to \$25 million	
From \$25 million to \$100 million	
Over \$100 million	

- L. How many 457 plans with 100 participants or more have you won/lost in the last five years?

Section 8: Client Work History

- A. Use **Form 4** to list the four (4) most recent clients for which your firm provides current government 457 Deferred Compensation Plans similar in asset size to the City of Columbus’ Plan.
- B. Please complete the following table. This response should not include existing clients that were successfully retained but should include cases in which you elected not to re-bid. Please provide date for RFP “wins” in the last five (5) years in which all available assets from a previous vendor or vendors transferred to your firm as a result of your selection. Provide a list of clients referenced in the table below:

Data as of 12/31/2020	Won	Lost
Under \$5 million		
From \$5 million to \$50 million		
From \$50 million to \$100 million		
Over \$100 million		

Section 9: Cost Proposal

Delineate, in detail, all cost associated with the contract award.

Section 10: Contract Signature Page

Complete **Form 5**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm (*see note below*). Per the General Provisions, Page 11, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3)

Awarded Vendor(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

Section 11: Proof of Insurance

Provide Insurance Checklist (**Form 6**) or Certificate of Insurance.

Section 12: Form W-9, Request for Taxpayer Identification Number and Certification

Complete and return **Page 1** of the Form W-9, which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Section 13: Business License (Occupation License)

Provide a current copy of the Business License (Occupation License) or Articles of Incorporation that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

X. RFP Evaluation

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Responses to Questionnaire	35%
B. Qualifications/Experience	35%
C. Client Work History	25%
D. Proposed Cost (<i>subject to negotiations</i>)	5%

Each of the above criteria (A - D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal (s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

**457 Deferred Compensation Plan – Recordkeeping, Administration, and Participant Education
(Annual Contract); RFP No. 21-0029**

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20 ____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR’S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR’S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

**QUESTIONNAIRE – PARTICIPANT SERVICES
457 Deferred Compensation Plan (Annual Contract)
RFP No. 21-0029**

A. Communication & Education

Please precede your answer with a restatement of the question/request.

1. How do you propose staffing for the City's on-site services?
2. Briefly describe the credentials and related experience of local service representatives who will be assigned to the City's account.
3. Do you currently have staff located in Columbus, Georgia?
4. Do you currently have an office located in Columbus, Georgia? Check Yes or No. If "No" where is the closest office?
5. Where will the service representatives for this account be located? How often will they be able to travel to Columbus to service the City's account?
6. How many accounts will the City of Columbus' representatives handle?
7. Will you need to hire any additional staff to service the City of Columbus' account as the sole vendor?
8. Will the City's representative be compensated on an annual salary basis? Check Yes or No.
9. Do you offer dedicated/local employees commissions, bonuses, incentives or other compensation? Check Yes or No. If "Yes" please detail the compensation structure for the dedicated/local representatives. Be sure to include an explanation of how bonus and incentives are determined.
10. What is your plan to provide on-site, group education and retirement planning sessions on an on-going basis? Please list the titles of the subjects that are covered in your program.
11. Are you willing to provide individual meetings and group sessions at sites and times specified by the City ? Check "Yes or No".
12. Are you willing to provide reports to the City that detail the number of group education sessions and individual meetings that were conducted during the course of a year?
13. Are you willing to report on the number of participants that attend group education sessions and educational topics that were presented? Check "Yes or No".
14. Do you offer video or web-based educational programs to participants and retirees? Check Yes or No. If "Yes" please list the class/courses currently available.
15. Provide three specific examples of the types of retirement counseling services you have provided in the past two years to participants nearing and/or in retirement.
16. Provide three specific examples of the types of financial planning service you have provided to participants in the past two years.
17. Will you provide local annual account reviews for participants? Check Yes or No.
18. Please acknowledge that you willing to indemnify and hold the Columbus, Georgia Consolidated Government harmless from any legal claims and actions arising from the education activities related to administration of the plan in compliance with related deferred compensation fiduciary compliance requirements under state and federal law? Please check Yes or No.
19. Are all dedicated on-site representatives equipped with a laptop computer? Check Yes or No. If "Yes" complete the table listing information and transaction capabilities available via laptop. Your response should include information and transactions that are available entirely via the representative's laptop computer. You should not answer affirmatively if the process involves phone contact or the completion of a paper form.

Information Available Online	Yes	No
Plan Participant Balances by Fund		
Contribution History		
Transaction History		
Outstanding Loan Balances		
Withdrawal History		
Fund Performance Information		
Retirement Benefit Illustrations		
Financial Advice Programs		
Take Home Pay Effect Calculator		

Transactions Conducted by Representative Online	Yes	No
Enrollment Transactions		
Fund to Fund Transfers		
Future Investment Election Changes		
Deferral Rate Changes		
Initiate Loans		
Initiate Term Distribution		

20. Are participants able to enroll and make changes to their accounts by completing a paper form? Check Yes or No.
21. Do you offer specific investment advice to participants via an online advice provider? Check Yes or No. If so, please list the online advice provider you use.
22. Do you offer specific investment advice to participants on an in-person basis? Check Yes or No.
23. Do you offer comprehensive financial planning services through a Certified Financial Planner or trained personnel to participants? Check Yes or No.
24. Does your firm or the firm you're partnered with to provide investment advice assume fiduciary responsibility for the recommendations that are given to participants? Check Yes or No.
25. Do you provide "managed account" services that enable a participant to pay a fee for your firm or partner firm to provide discretionary management of investment decisions for that participant? Check Yes or No. If yes, please explain.
26. Quantify your proposed, ongoing on-site annual enrollment/education commitment. How many group meetings will you commit to perform annually? How many individual consultations? Please complete the table below:

Number of 1-hour group meetings	
Number of ½ hour individual meetings	
Proposed total number of on-site service hours	
Proposed total number of on-site service days	

27. How do you measure the success of your educational programs?
28. What special educational services do you offer specifically for employees nearing retirement?
29. What special education services do you offer for those employees who are already in retirement?
30. How do you communicate the availability of such services to retirees?
31. Do statements allow for a customized message from the employer? Check Yes or No
32. Do statements include a personal rate of return calculation?
33. How many days after quarter end until statements are mailed to participants?
34. Are quarterly statements available to participants on-line? Check Yes or No. If yes, when?
35. Please provide samples of quarterly participant account statements. **No samples of additional communication or educational materials are needed at this time.**

B. Phone/Internet Services

Please precede your answer with a restatement of the question/request.

1. Will you provide a customized internet site for the City of Columbus? Check Yes or No. If yes, briefly describe what level of customization is available.
2. What internet security protocols do you have in place?
3. Are participants able to print account statements for varying time periods, on demand, from your internet site? Check Yes or No.
4. Do participants have the ability to view aggregate account information on all retirement accounts (available through the City or outside accounts with the other providers) via your website? Check Yes or No.
5. Does the plan sponsor have the ability to create a customized participant message for posting on the internet site? Check Yes or No.
6. Have there ever been instances where the website was not functioning? Of data security breaches? Check Yes or No. If so please describe frequencies, duration and how the problems were resolved.
7. Please provide test passwords and log-in information for the phone and internet now.

C. Investment Line-Up/Flexibility

Please precede your answer with a restatement of the question/request.

1. What is the maximum number of investment options that can be handled by your systems?
2. Please provide an entire list of the funds available through your proprietary and alliance networks.
3. If a fund isn't set-up on your network are you willing to add new funds? Check Yes or No.
4. How long does it typically take for you to set-up a fund in the State of Georgia?
5. What would be the minimum revenue share requirements?
6. Please disclose all revenue share agreements you have in place with the funds available through your alliance network.
7. Who will be the Plan's custodian?
8. Where is the custodian located?
9. Will they also act as trustees? Check Yes or No.

D. Fees & Expenses

Please precede your answer with a restatement of the question/request.

1. Should the Plan decide to consolidate recordkeepers in the future, are you able to transfer the assets from Nationwide, Empower, VALIC and Mass Mutual at no additional cost to the City of Columbus and/or participants? Check Yes or No. If yes, but there is a cap on how much can be transferred, please describe. If no, please describe why.
2. Please describe any fees and expenses related to communications, customization and employee meetings.
3. Provide a fee schedule for your internet investment advice program.

4. Provide a fee schedule for “managed account” services.
5. Provide a fee schedule for any services related to financial planning or in-person investment advice.
6. Please provide a line-item of all other non-asset based, participant-related administration expenses that will be imposed. Items such as per head recordkeeping fees, loan fees and additional withdrawal processing expenses should be included.
7. Please provide a line-item list of all other non –asset plan sponsor-related administrative expenses that will be imposed. This would include any special reporting charges, legal fees, administrative Processing fees, communications fees, Qualified Domestic Relations Order (QDRO) administration and Plan document preparation fees (including any fees to maintain, update, and/or ensure compliance of such document with the Internal Revenue Code).
8. Identify all non-asset based participant and plan sponsor service fees not included above.
9. The current option menu of the active Plan is listed on Exhibit A. Please confirm the availability of each option on your platform and disclose the revenue share you are getting from the fund company.
10. Will any asset-based charges be assessed outside of investment expense? Check Yes or No. If yes, please describe.
11. Explain any minimum proprietary fund requirements.
12. With the level of services you are proposing, what is the total revenue (as a percentage of assets) that you require? Are you willing to contract for this amount? Check Yes or No.
13. Are you willing to rebate any and all revenue above this amount back to the Plan? Check Yes or No.
14. Complete the following table describing what type of performance guarantees, if any, you propose. Please disclose the dollars you are willing to put at risk for failing to meet the proposed standard. You may expand the cells as needed.

Performance Guarantee	Standard	Dollars at Risk
Participant Services Phone Response		
Plan Sponsor Services Phone Response Time		
Quarterly Statement Delivery		
Transition Deliverables		
Participant Satisfaction (survey)		
Administrative Functions		
Withdrawals		
Emergency Withdrawals		
Contribution Posting		
Rollovers Out		
QDRO Processing		
Loan Processing		
Plan Sponsor Reports		
Number of On-site Group Seminars		
Number of Individual Meetings		

E. Plan Sponsor/Administrative Services

Please precede your answer with a restatement of the question/request.

1. Briefly describe the type of recordkeeping system and software used by your organization.
2. Do you plan on any upgrades to this system or software in the next 12-months? Check yes or no. If yes, please describe.
3. Describe your company's emergency back-up and disaster recovery system.
4. Are back-up systems off-site? Check yes or no.
5. How often are these systems tested?
6. How do you control access to the recordkeeping system? What security precautions are in place?
7. What are your daily protocols and cutoff times for investment transfers between funds?
8. What format will you accept payroll contributions and information that will be delivered to you?
9. What is the deadline for you to receive contribution payments and complete the investment of those contributions into the appropriate fund on the same day?
10. Do you have the ability to offer daily account valuation (daily interest calculation) for each participant's account?
11. Is the withdrawal check for a lump-sum distribution mailed immediately upon receipt of the request? Check Yes or No.
12. Is direct deposit to a participant's bank account available for withdrawals? Check Yes or No.
13. In the event of a recordkeeping error within your control will you be financially responsible for making participants and/or the Plan whole? Check Yes or No. If yes, what is the maximum amount for which liability will be assumed?
14. Are there any additional recordkeeping services necessary for the administration of the Plan that you do not provide? Check Yes or No. If yes, please describe.
15. List the reports you provide specifically to plan sponsors in the table below. Include the frequency.

Report	Frequency

16. Which of reports are available directly through your website?
17. Do contribution reports distinguish between new enrollees, decreases and increases?
18. Do plan reports specify the source of contributions, transfers, and withdrawals?
19. Are there any additional costs to plan sponsor associated with ad-hoc reporting? Check Yes or No.
20. Indicate what administrative functions the plan sponsor must retain assuming we maximize the use of your administrative services:

Function	City of Columbus Retains This Function (Yes/No)	If No, Please Describe (expand cells as needed)
QDRO Review ¹		
QDRO Approval ²		
Emergency Distribution Review ¹		
Emergency Distribution Approval ²		
Term Distribution Processing ²		
Minimum Required Distribution Processing ²		
Plan Document Review/Update* ¹		

¹Looking for vendor to review and provide comment, opinion, and documentation where appropriate.

²Looking for vendor to handle entire process with no plan sponsor involvement.

21. Do you provide a phone line dedicated specifically to plan sponsors? Check Yes or No.

22. Do you have a dedicated plan sponsor internet site? Check Yes or No.

23. What services do you provide specifically to plan sponsors over the internet? Please complete the table below.

Plan Sponsor Services	Yes	No
Participant Account Balance Information		
Plan Account Balances by Fund		
Ad Hoc Report Writing Capabilities		
Payroll Deferral Posting Information		
Total Outstanding Loan Balances		
Withdrawal Request/Status Tracking		
Indicative Date Changes		

24. Will the City be assigned a dedicated home office account manager or managers?

25. If the account manager (s) are not exclusive to the City, how many accounts or managers?

26. Will you provide comprehensive training for Columbus Consolidated Government personnel and Plan trustees with regard to:

- Legal and regulatory requirements? Check Yes or No.
- Fiduciary responsibility? Check Yes or No.

27. Will you provide legal assistance and direction to assure the plan operates in compliance?
Check Yes or No.

F. Transition/Conversion

Please precede your answer with a restatement of the question/request.

- Provide an outline of your transition plan for the City Plan. Include a timeline that describes necessary actions, responsible parties and target completion dates.
- Provide a one-page outline of your plan for communicating the transition to participants.
- How will new investment options be communicated to participants?
- Will you offer the City a dedicated transition team? Check Yes or No. If yes, briefly describe the roles of the members of this team.
- Quantify your on-site personnel commitment for the conversion by completing the following table. Include the number of group and individual meetings you will conduct outside of those proposed in an earlier question.

Number of Group meetings	
Number of individual meetings	
Proposed total number of hours	
Proposed total number of days	

6. How will you handle accounts already in distribution?
7. How will emergency distribution requests be handled during the transition?
8. Briefly explain the blackout period and what participants can/cannot do during this period.
9. How long do you anticipate this blackout period lasting?
10. Will participant assets be out of the market anytime during the transition? Check Yes or No.
11. Are you willing to schedule the blackout period over a weekend? Check Yes or No.

CLIENT WORK HISTORY**457 Deferred Compensation Plan -****Recordkeeping, Administration and Participant Education (Annual Contract); RFP No. 21-0029**

List the four (4) most recent clients for which your firm provides current government 457 Deferred Compensation Plans similar in asset size to the City of Columbus' Plan.

Client Name:		Contact Name:	
Contract Begin Date:	Number of Participants:	Number of Plans:	
Address:		Telephone Number:	
		E-Mail Address:	
Description of Services:			

Client Name:		Contact Name:	
Contract Begin Date:	Number of Participants:	Number of Plans:	
Address:		Telephone Number:	
		E-Mail Address:	
Description of Services:			

Client Name:		Contact Name:	
Contract Begin Date:	Number of Participants:	Number of Plans:	
Address:		Telephone Number:	
		E-Mail Address:	
Description of Services:			

Client Name:		Contact Name:	
Contract Begin Date:	Number of Participants:	Number of Plans:	
Address:		Telephone Number:	
		E-Mail Address:	
Description of Services:			

Company Name**Authorized Signature Print Name of Signatory****Date**

CONTRACT SIGNATURE PAGE
457 Deferred Compensation Plan –
Recordkeeping, Administration, and Participant Education (Annual Contract)
RFP No. 21-0029

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Witness as to the signing of the contract

Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

Corporate seal (if applicable)

Company Name

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

INSURANCE CHECKLIST

**457 Deferred Compensation Plan –
Recordkeeping, Administration, and Participant Education (Annual Contract)
RFP No. 21-0029**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE
AND ENDORSEMENTS INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

EXHIBIT A

CURRENT OPTION MENU OF THE ACTIVE PLAN

VALIC FUND LINE UP

Vanguard 500 Index Adm (VFIAX)
Fixed Interest Option
Vanguard US Growth Adm (VWUAX)
American Funds Target Date 2035 R6 (RFFTX)
American Funds AMR Balanced R6 (RLBGX)
Vanguard Small Cap Adm (VSMAX)
Vanguard Mid Cap Index Adm (VIMAX)
Vanguard Developed Markets ID Adm (VTMGX)
Janus Triton (JGMNX)
Vanguard Equity Income Adm (VEIRX)
American Funds Target Date 2025 R6 (RFDTX)
DFA U.S. Targeted Value (DFFVX)
Loan Account
American Europacific Growth R6 (RERGX)
VC II Socially Responsible (VCSRX)
American Funds Target Date 2030 R6 (RFETX)
Met West Total Return Bond (MWTSX)
Vanguard REIT Index Adm (VGSLX)
American Funds Target Date 2040 R6 (RFGTX)
American Funds Target Date 2045 R6 (RFHTX)
Vanguard Total Bond Market Index (VBTIX)
American Funds Target Date 2060 R6 (RFUTX)
American Funds Target Date 2050 R6 (RFITX)
DFA Inflation Protected Securities (DIPSX)
American Funds Target Date 2055 R6 (RFKTX)
American Funds Target Date 2015 R6 (RFJTX)
American Funds Target Date 2020 R6 (RRCTX)

**COLUMBUS CONSOLIDATED GOVERNMENT
457 DEFERRED COMPENSATION PLAN**

As Restated Effective May 13, 2016

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INTRODUCTION

Effective January 19, 1996, the Columbus Consolidated Government (“Columbus”) adopted the Columbus Consolidated Government 457 Deferred Compensation Plan (the “Plan”). The Plan is promulgated in accordance with Section 457 of the Internal Revenue Code. This document is an amendment and restatement of the Plan effective May 13, 2016.

The purpose of this Plan is to extend to Employees of the Columbus certain benefits which ordinarily accrue from participation in a deferred compensation plan.

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the meanings indicated.

- 1.01 Account means the sum of the balances of the following accounts of a Participant under the Plan as of the most recent valuation date (or as otherwise provided herein):
- (a) Pre-Tax Contribution Account means the account established pursuant to Section 4.04 to which there is credited the Participant's Pre-tax Contributions made pursuant to Section 3.01(a) or 3.01(c), together with any interest, dividends, gains or losses thereon.
 - (b) Roth Contribution Account means the account established pursuant to Section 4.04 to which there is credited the Participant's Designated Roth Contributions made pursuant to Section 3.01(b) or 3.01(c), together with any interest, dividends, gains or losses thereon.
 - (c) Rollover Account means the account established pursuant to Section 4.04 to which there is credited the Participant's rollovers and direct transfers received pursuant to Section 3.01(d), together with any interest, dividends, gains or losses thereon. The Service Provider shall separately track Rollover Contributions that are made to the Plan from qualified plans described in IRC Section 401(a) or 403(a) and from annuity contracts described in IRC Section 403(b) so that proper tax reporting may be made upon distribution.
- 1.02 Beneficiary means any person designated by the Participant on a Participation Agreement to receive a benefit, annuity death benefit, or any other type of benefit. The Participant shall file with the Service Provider a written Beneficiary designation designating the person or persons who shall receive the benefits payable under this Plan in the event of the Participant's death. The form for this purpose shall be provided by the Service Provider. It shall not be binding on the Employer until it is signed, filed with the Service Provider by the Participant, and accepted by the Service Provider. If the Participant dies without an accepted Beneficiary form on file, the payments shall be made to the properly appointed fiduciary of the Participant's probate estate. However, if a fiduciary has not qualified within one hundred twenty (120) days after the Participant's death, the payment shall be made first to a surviving spouse and, if there is none, second, to a surviving child or children, and if there are none, third, to a surviving parent or parents, and if there are none, fourth, to the Participant's estate.
- 1.03 Compensation for any Plan Year means all wages or salaries and shall include any special items of pay such as overtime and bonuses. Compensation shall include any amounts deferred pursuant to Sections 125 (flexible benefit plans), 132(f) (qualified transportation fringe benefit), amounts otherwise excludable under Section 457 of the Code or any other amounts excluded from gross income such as contributions to a 403(b) plan. Compensation shall also include accrued vacation pay (referred to as "post-employment compensation") that is payable within the later of two and one-half (2-1/2) months

following severance from employment or the end of the calendar year in which the severance from employment occurred. Compensation shall not include any “back pay.”

- 1.04 Deferred Compensation means that portion of an Employee’s Compensation which a Participant has elected to defer in accordance with the provisions of this Plan. Deferred Compensation includes both Pre-Tax Contributions and Designated Roth Contributions made after May13, 2016.
- 1.05 Deferred Compensation Board means the board designated by Council in the Resolution approving this Plan to oversee the Plan and make such discretionary decisions as may be required for the administration of the Plan.
- 1.06 Designated Roth Contribution means Deferred Compensation that is:
- (a) Designated irrevocably by the Participant at the time of the applicable Participation Agreement as a Roth Contribution that is being made in lieu of all or portion of the pre-tax elective deferrals the Participant would otherwise be entitled to make under the Plan;
 - (b) Treated by the Employer as includable in the Participant income at the time the Participant would have received that amount in cash if the participant had not made the deferral election; and
 - (c) Directed by the Participant to an account held with a Service Provider that has agreed with the Employer to accept Designated Roth Contributions.
- 1.07 Employee means any Full-time Employee or officer of the Employer, subject to the following:
- (a) The term “Employee” shall exclude any person who is a Leased Employee.
 - (b) The term “Employee” shall exclude any person who is classified by the Employer as an independent contractor.
- When used with an initial lower case letter, the term “employee” shall mean a person employed by the Employer, as the context requires, without regard to the limitations contained in this section.
- 1.08 Employer means the Columbus Consolidated Government and all entities for which the Columbus Consolidated Government administers the payroll.
- 1.09 Full-time Employee means an employee who is classified as a full-time employee under the Employer’s personnel policies and procedures (excluding policies and procedures related to the provision of group health care) or as otherwise defined in the applicable pension plan.
- 1.10 Includible Compensation means the amount of the Participant’s Compensation that is “includible compensation” within the meaning of Section 457(e)(5) of the Code and that

is currently includible in the Participant's gross income, plus amounts otherwise excludable under Section 457 of the Code or any other amounts excluded from gross income such as contributions to a 403(b) plan, a cafeteria plan under Section 125 of the Code or a qualified transportation fringe benefit plan under Section 132(f)(4) of the Code. Includible Compensation is determined without regard to any community property laws. Includible Compensation shall also include accrued vacation and sick pay and back pay (referred to as "post-employment compensation") all payable within the later of two and one-half (2-1/2) months following severance from employment or the end of the calendar year in which the severance from employment occurred.

- 1.11 IRC means the Internal Revenue Code of 1986, as amended.
- 1.12 Participant means any Employee eligible to participate who voluntarily elects to participate in this Plan by filing a duly executed Participation Agreement with the Service Provider or who is enrolled pursuant to a deemed Participation Agreement as described in ARTICLE II.
- 1.13 Participation Agreement means the contract by which the Employee and Employer agree that some of the Employee's Compensation will be deferred under the terms of this Plan, on such forms as may be designated from time to time by the applicable Service Provider.
- 1.14 Plan Administrator means the Human Resources Director or Director of Finance of the Plan Sponsor or other designated employees or outside consultants.
- 1.15 Plan Sponsor means Columbus Consolidated Government.
- 1.16 Plan Year means each twelve month period beginning on January 1 and ending on December 31.
- 1.17 Pre-tax Contribution means Deferred Compensation that is not a Designated Roth Contribution.
- 1.18 Service Provider means the third party administrator(s) selected by the Plan Sponsor to administer the investment of the Accounts. For all new Participants entering the Plan on or after May 13, 2016, VALIC shall be the Service Provider. For Participants electing to participate prior to May 13, 2016, VALIC, Nationwide, Mass Mutual or Great West shall continue to serve as the Service Provider with respect to Accounts invested in a Trust Fund for which such entity maintains and administers the records.
- 1.19 Trustee means the independent fiduciary(ies) serving in connection with a Service Provider contract with Plan Sponsor to hold, administer and distribute the Trust Fund.
- 1.20 Trust Fund means the trust account or accounts established by the Plan Sponsor pursuant to each applicable Service Provider contract to receive, hold, invest and distribute all amounts contributed to the Participants' Accounts.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.01 Eligibility and Participation. An Employee is eligible to participate in the Plan as of the first day of first pay period that begins on or after the first of the month following his date of hire with the Employer.

- (a) Each Employee who is a Participant on the Effective Date of this Restatement of the Plan shall remain a Participant.
- (b) An eligible Employee may elect to become a Participant, by executing and filing a written Participation Agreement in the manner set forth in Section 2.04 hereof at any time after becoming an Employee.
- (c) Effective May 13, 2016 each Employee who is hired or rehired and who does not execute a Participation Agreement within the first thirty (30) days of his employment, shall become a Participant the first day of first pay period that begins on or after the thirtieth (30th) day of employment through a deemed Participation Agreement to contribute one percent (1%) of Compensation per pay period as a Pre-tax Contribution.
- (d) An Employee may affirmatively revoke the deemed Participation Agreement and pursuant to Section 6.03, within 90 days after the date of the first deemed elective deferral, withdraw any contributions made to the Plan prior to such affirmative revocation. Thereafter, such Employee may elect to become a Participant under the Plan and to defer a portion of future Compensation by executing and filing a written Participation Agreement in the manner set forth in Section 2.04 hereof.

2.02 Notice of Automatic Enrollment.

2.02(a) As soon as practical following the date of hire or rehire, the Employer shall notify each Employee of:

- (i) The operation of the deemed Participation Agreement;
- (ii) His right and the timing and procedures to increase, decrease or terminate such election;
- (iii) The procedures for making changes to such deemed election;
- (iv) How the contributions will be invested in the absence of an investment direction;
- (v) The timing and procedures for obtaining a refund of any amounts contributed to the Plan pursuant to the deemed election; and

- (vi) The default Beneficiary designation and the procedures for designating a different Beneficiary.

2.02(b) Within a reasonable period prior to the beginning of each Plan Year, the Service Provider shall provide a notice to each Participant who has not made a subsequent election to change the deemed Participant Agreement and who has not made an investment direction describing:

- (i) The operation of the deemed Participation Agreement;
- (ii) His right and the timing and procedures to increase, decrease or terminate such election;
- (iii) The procedures for making changes to such deemed election;
- (iv) How the contributions will be invested in the absence of an investment direction; and
- (v) The default Beneficiary designation and the procedures for designating a different Beneficiary.

2.02(c) Each notice described above shall be sufficiently accurate and comprehensive as to apprise Participants of their rights and obligations under the Plan and shall be written in a manner calculated to be understood by the average Plan Participant.

2.03 Subsequent Enrollment Periods.

2.03(a) Any Employee who does not file an initial election, pursuant to 2.01(b) above or who revokes the deemed Participation Agreement pursuant to 2.01(d) above, shall have the continuing right to elect or change the terms of their participation by filing a properly executed Participation Agreement. Any such election will be effective as soon as administratively possible following acceptance of the Participation Agreement by the Service Provider.

2.03(b) Notwithstanding anything contained in this Plan to the contrary, no Employee may elect to defer all or any portion of any compensation with respect to services rendered prior to the date of the election.

2.04 Participation Agreement.

2.04(a) The Service Provider shall establish a Participation Agreement which shall contain the following provisions:

- (i) The Participant shall specify the dollar amount of his or her Compensation which is to be deferred and whether such contribution shall be a

Designated Roth Contribution;

- (ii) In the case of an Employee who was a Participant prior to May 13, 2016, the Participant (A) may, but is not required to, indicate that future contributions shall be directed to the Service Provider designated by the Plan Sponsor as the sole provider for current contributions by new Participants (B) may, but is not required to, direct that his entire benefit held with one Service Provider be transferred to the Service Provider designated by the Plan Sponsor as the sole provider for current contributions by new Participants, and (C) will direct the investment of his funds among the investment options made available under the Service Provider's contract with the Plan Sponsor;
- (iii) In the case of an Employee who becomes a Participant on or after May 13, 2016, the Participant will direct the investment of his or her funds among the investment options made available under the Service Provider's contract with the Plan Sponsor;
- (iv) The Participant shall designate or confirm the prior designation of a Beneficiary or Beneficiaries, including one or more contingent Beneficiaries or his or her estate, to receive any benefits which may be payable under this Plan in the event of the death of the Participant or a Beneficiary;
- (v) The Participant shall acknowledge that he or she, together with his or her heirs, successors, and assigns, hold harmless the Plan Sponsor from any liability hereunder for all acts performed in good faith, including acts relating to the investment of deferred amounts; and
- (vi) Such other provisions as the Service Provider or Plan Administrator shall deem necessary and appropriate.

2.04(b) Notwithstanding the foregoing, the deemed Participation Agreement shall provide:

- (i) The Participant shall make a contribution of one percent (1%) of Compensation as a Pre-tax Contribution each payroll period unless or until the Participant either revokes the election or changes the amount or percentage of the contribution;
- (ii) The Participant's Account shall be invested in the default investment fund offered by the Service Provider unless or until the Participant indicates an investment preference; and
- (iii) The Participant's Beneficiary shall be the default beneficiary described in

Section 1.02, unless or until the Participant specifically names a Beneficiary.

- 2.05 Revocation and Amendment of Participation Agreements. The Participant may prospectively revoke an election to participate at any time by filing with the Service Provider written notice thereof. Such revocation shall become effective for the first pay date following acceptance by the Service Provider of the revocation, provided that such revocation shall not become effective sooner than seven (7) days following such acceptance.

A Participant may resume participation in the Plan only by filing with the Service Provider a new Participation Agreement, to become effective the first pay period beginning during the first month after the acceptance of the Participation Agreement by the Service Provider.

A Participant may prospectively increase or decrease the amount of Compensation to be deferred by signing and filing with the Service Provider a new Participation Agreement. Any such change shall be effective the first pay period beginning during the first month after the acceptance of the Participation Agreement by the Service Provider.

A Participant may prospectively change an investment direction previously selected by making a new election with the Service Provider or its designee. Generally, any such change shall be effective as of the next business day.

All contracts and other evidence of the investment of all assets under this Plan shall be held in the Trust Funds for the exclusive benefit of Participants and their Beneficiaries.

ARTICLE III CONTRIBUTIONS AND LIMITATIONS

- 3.01 Permissible Employee Contributions.

3.01(a) Pre-tax Contributions. The Plan will accept Pre-tax Contributions by Participants, provided however, that a Participant shall not make a Pre-tax Contribution to the Plan for any Plan Year to the extent that such contribution would, together with Designated Roth Contributions made by the Participant for the same Plan Year, exceed the limitations of Section 3.04. The Pre-tax Contribution shall be allocated to the Participant's Pre-tax Contribution Account.

3.01(b) Designated Roth Contributions. The Plan will accept as a Designated Roth Contribution by Participants made after May 13, 2016 provided however, that a Participant shall not make a Designated Roth Contribution to the Plan for any Plan Year to the extent that such contribution would, together with Pre-tax Contributions made by the Participant for the same Plan Year, exceed the limitations of Section

3.04. The Designated Roth Contribution shall be allocated to the Participant's Roth Contribution Account

3.01(c) Participant Catch-Up Contributions. Each Participant who has attained age fifty (50) before the close of the Plan Year may make a Catch-Up Contribution in accordance with, and subject to the limitations of, Section 414(v) of the Code. An election to make a Catch-Up Contribution shall be made in accordance with procedures prescribed by the Service Provider and shall be subject to the coordination limitation described in Subsection 3.03(e) of the Plan. The Catch-Up Contribution may be made in the form of a Pre-tax Contribution which shall be allocated to the Participant's Pre-tax Contribution Account or a Designated Roth Contribution which shall be allocated to the Participant's Roth Contribution Account.

3.01(d) Rollover Contributions. The Plan will accept as a Rollover Contribution by Participant contribution, or by direct rollover an eligible rollover distribution made after December 31, 2001 or as otherwise stated below from the following types of plans:

- (i) A qualified plan described in IRC Section 401(a) or 403(a), excluding after-tax employee contributions;
- (ii) An annuity contract described in IRC Section 403(b), excluding after-tax employee contributions;
- (iii) An eligible plan under IRC Section 457 (b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivisions of a states, and
- (iv) An individual retirement account or annuity described in IRC Section 408(a) or 408(b), but only portion of the distribution that is eligible to be rolled over and would otherwise be includible in gross income.

A Participant's Rollover Contribution shall be credited at fair market value to the rollover subdivision of the Participant's Contribution Account as of the date made. Any subsequent distributions of Rollover Contributions shall be subject to the terms of Article V and Article VI.

3.02 Special Rules for Reemployed Veterans.

3.02(a) Notwithstanding any other provision of the Plan, a Reemployed Veteran shall be entitled to make Deferred Compensation contributions for the period of his Qualified Military Service following his return to the Employer's service as follows:

- (i) Such contributions must be made during the period which begins on the date of reemployment with the Employer following such Qualified Military Service and ends on the earlier of (A) the Reemployed Veteran's

severance from employment with the Employer or (B) at the end of the period equal to the lesser of (I) three times the Reemployed Veteran's period of Qualified Military Service or (II) five (5) years.

- (ii) The amount of such contributions shall be determined by the Reemployed Veteran but shall not exceed the maximum amount which the Reemployed Veteran could have made during the period of his Qualified Military Service in accordance with the applicable limitations and rules of the Plan as though the Reemployed Veteran had continued to be employed by the Employer and received the Compensation during such period in the amount determined pursuant to this paragraph.
- (iii) The maximum amount of such contributions determined in clause (ii) above shall be reduced by the amount of any such contributions actually made during the Reemployed Veteran's period of Qualified Military Service.
- (iv) The Plan Administrator shall adopt procedures relating to the Reemployed Veteran's right to make Deferred Compensation contribution, for the period of his Qualified Military Service following his return to the Employer's service. Such procedures shall describe the sequencing and attribution of missed contributions to Plan Years and to types of contributions.

3.02(b) For purposes of the Plan, Compensation (but only to the extent the Differential Wage Payments to the individual in question, if an Employee, would otherwise be included in Compensation) and Maximum Compensation includes Differential Wage Payments and a person receiving a Differential Wage Payment from an Employer shall be considered an Employee of that Employer. A "Differential Wage Payment" is any payment which is made to an individual by an Employer with respect to any period during which the individual is performing Qualified Military Service while on active duty for a period of more than thirty (30) days and which represents all or a portion of the wages the individual would have received from an Employer if the individual were performing services for the Employer.

3.02(c) For purposes of this section, the following terms have the following meanings:

- (i) "Qualified Military Service" means any service in the uniformed services (as defined under USERRA) by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service and to the Employer.
- (ii) "Reemployed Veteran" means a person who is or, but for his Qualified Military Service, would have been a Participant at some time during his Qualified Military Service and who is entitled to the restoration benefits and protections of USERRA with respect to his Qualified Military Service and the Plan.

- (iii) “USERRA” means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and the final regulations and any other applicable guidance issued thereunder.

3.03 Limitations on Contributions.

3.03(a) The maximum amount of Deferred Compensation which may be deferred (on an elective and non-elective basis) under this Plan and to any other eligible deferred compensation plan within the meaning of Section 457(b) of the Code shall not exceed the lesser of (i) the Applicable Dollar Amount or (ii) 100 percent (100%) of the Participant’s Includible Compensation (the “Contribution Limitation”). To the extent that such maximum is exceeded, the excess shall be considered to have been made to any other eligible deferred compensation plan within the meaning of Section 457(b) of the Code first, before any corrective distribution as described in Section 3.03(f) is made from this Plan.

3.03(b) 457 Catch-Up Limitation. Notwithstanding anything contained in Section 3.03(a) to the contrary, for one (1) or more of the Participant’s last three (3) taxable years ending before he attains his Normal Retirement Age, the annual limitation shall be increased but it shall not exceed the lesser of;

- (i) Two (2) times the Applicable Dollar Amount, or
- (ii) The sum of:
 - (A) The Contribution Limitation established pursuant to Subsection 3.03(a) for the taxable year determined without regard to this subsection, plus
 - (B) So much of the Contribution Limitation established for purposes of Subsection 3.03(a) for the taxable years before the taxable year as has not theretofore been used under Subsection 3.04(a) or this subsection.

Notwithstanding the foregoing, a Participant may not elect to have the limited 457 catch-up provisions of this subparagraph apply more than once, whether or not the limited 457 catch-up is utilized less than all three (3) taxable years ending before a Participant attains Normal Retirement Age, and whether or not the Participant continues to participate in the Plan after his Normal Retirement Age, rejoins the Plan, or participates in another eligible deferred compensation plan (within the meaning of Section 457 of the Code) after retirement.

For purposes of determining the amount in Subsections 3.03(a) and (b) for years prior to 2002, the limitations are reduced by amounts excluded from the Participant’s income for any prior taxable year by

reason of a salary reduction or elective contribution under any other eligible Code Section 457(b) plan, Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Section 501(c)(18) of the Code. In addition, for purposes of applying the Section 457(b)(2)(B) limitation for Includible Compensation for years prior to 2002, the limitation shall be thirty-three and one-third percent (33 1/3%) of the Participant's Compensation includible in gross income. Such limitations apply to the plans of all employers for whom a Participant has performed services, not just those of the Employer. However, if a Participant, although eligible, did not defer any compensation under the Plan in any given year before 2002, the limitations described above shall not apply, even though the Participant may have deferred compensation under one of the other plans described.

For Plan Years beginning on or after January 1, 2002, if the Participant is or has been a Participant in one or more eligible deferred compensation plan(s) within the meaning of Section 457(b) of the Code, this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of Subsections 3.03(a) and (b).

3.03(c) Limitation on the Years Taken into Account for the 457 Catch-Up Limitation. In applying Subsection 3.03(b), a prior taxable year shall only be taken into account if (i) it begins after December 31, 1978, (ii) the Participant was eligible to participate in the Plan during all or a portion of the taxable year, and (iii) Compensation deferred, if any, under the Plan during the taxable year was subject to the Contribution Limitation described in Subsection 3.03(a) or any other "plan ceiling" required by Section 457 of the Code.

3.03(d) Special Definitions. For purposes of the limitation provisions of this paragraph, the following terms have the following meanings:

- (i) "Applicable Dollar Amount": The amount established under Section 457(e)(15) of the Code applicable to a taxable year of the Participant. Effective for years beginning after 2006, the \$15,000 amount shall be adjusted in \$500 increments at the same time and in the same manner as under Section 415(d) of the Code but on the basis of a base period of the calendar quarter beginning July 1, 2005;
- (ii) "Normal Retirement Age": The age or range of ages beginning no earlier than the earliest age at which the Participant has the right to file for and receive from the Plan Sponsor's basic pension plan applicable to the Participant, immediate retirement benefits without any actuarial or similar

reduction because of retirement before some later specified age in such basic pension plan; and ending no later than age seventy and one-half (70-½). If the Participant works beyond the dates specified in the range, the Normal Retirement Age shall be the date or age designated by the Participant, but such date shall not be later than any applicable mandatory retirement age or the date or age at which the Participant actually retires.

3.03(e) Coordination of Catch-Up Contributions and the 457 Catch-Up Limitation. A Participant who is eligible to make Catch-Up Contributions under Section 3.01(c) of the Plan and who is also subject to the increased 457 Catch-Up Limitation for the same year is entitled to make Deferred Compensation Contributions equal to the larger of:

- (i) The Contribution Limitation established pursuant to Subsection 3.03(a) of the Plan plus the applicable Catch-Up Contributions under Section 3.01(c) of the Plan; or
- (ii) The Contribution Limitation established pursuant to Subsection 3.03(a) of the Plan increased as provided in subsection 3.03(b), and disregarding the Catch-Up Contribution provision in Section 3.01(c).

The amount determined above shall be subject to adjustment, if applicable, pursuant to Treas. Reg. § 1.457-5(c).

3.03(f) Corrective Distribution. If the Deferred Compensation Contributions made by a Participant exceed the limitations described above, then a distribution shall be made to remedy a violation or correct a potential violation of the limitations, in the following manner:

- (i) There shall be returned to the Participant, first, the Designated Roth Contribution made by the Participant,
- (ii) Then the Pre-tax Contribution made by the Participant,

if any, (adjusted for any income or loss in value, if any, allocable thereto) to the extent necessary to achieve compliance with the limitations described above.

A Corrective Distribution made pursuant to this paragraph cannot be counted as a required distribution for the purposes of applying the minimum distribution requirements of Section 5.06 or otherwise under Section 401(a)(9) of the Code.

ARTICLE IV ADMINISTRATION AND ACCOUNTING

- 4.01 Administration by Plan Sponsor. This Deferred Compensation Plan shall be administered by the Plan Sponsor. The Plan Sponsor or Service Provider shall prescribe such forms, and adopt such rules and regulations as are necessary or convenient to carry out the administration of the Plan. The Plan Sponsor shall direct each Service Provider to establish a trust for the purpose of receiving holding and investing all amounts contributed to the Participant's Account under the Plan.

The Plan Sponsor may designate an Employee of the Plan Sponsor, or contract with independent administrators to administer and coordinate the Plan under the direction of the Plan Sponsor. Notwithstanding any other provisions of this Plan to the contrary, the individual or firm performing such services shall be solely responsible to the Plan Sponsor for any and all services performed. Further, no such Employee, as designated to administer and coordinate the Plan, is entitled to make decisions solely with regard to his or her own specific Account in the Plan.

- 4.02 Investment of the Deferred Amount. The Participant's Accounts shall be held in trust, to be paid to the Employee pursuant to Article V, and invested in the Employee's selection of investment options offered from time to time by the applicable Service Provider, including income, equity or combination options.

Elections among the investment options shall be in increments permitted by the Service Provider. Employees may change the investment allocations on a daily basis, subject to any restrictions imposed by the investment option, and or the Service Provider.

- 4.03 Ownership of Deferred Amounts. Each Service Provider shall establish and maintain a trust fund in order to fund its respective future obligations under this Plan. All amounts held in the trust fund shall be used for the exclusive benefit of Participants and their Beneficiaries. No assets contained in the trust will revert to the Employer except in the event of a termination of the Plan; provided that all liabilities to all Participants and their Beneficiaries have been satisfied.

- 4.04 Participant Accounts. A separate account shall be maintained for each Participant and for each type of contribution. Each Account shall reflect all contributions allocated to it, the investment of the deferrals, and the current value of the investment. For convenience, and to facilitate an orderly administration of the Plan, individual Participant Accounts for all Participants will be maintained by the Service Provider showing the Participant's name with all applicable debit and credit balances: A written report of the status of the Participant Account shall be furnished to Participants at least quarterly. All interest, dividends, expense deductions, investment gains or losses, whether realized or unrealized, applicable to each Participant Account shall be credited or debited to the account as of each business day. Credits to the Participant's account shall be subject to the Participant's then effective investment preference. All reports to the Participant shall be based on the net fair market value of the assets as of the reporting date in accordance with the investment preference elected by the Participant.

- 4.05 Administrative Costs. Each Trustee is directed to pay from the Trust Fund, all costs associated with making investments or administering, or implementing the Plan with

respect to the Participants and assets administered by the applicable Service Provider. Periodic statements of accounts distributed to Participants shall specify any amounts deducted from the Participants' Accounts or any income derived therefrom for administrative costs.

ARTICLE V VESTING AND DISTRIBUTIONS

5.01 Vesting. A Participant has a 100% non-forfeitable interest at all times in his Accounts.

5.02 Time of Payment.

5.02(a) Except as provided in clause (ii) below, the Participant's Account shall become payable to the Participant, if then alive, or otherwise to his Beneficiary, at the time elected by the Participant. Such time may be:

- (i) No earlier than his severance from employment with the Employer (including a severance from employment by reason of disability); and
- (ii) No later than the April 1 (sometimes referred to as the "Required Beginning Date") following the calendar year in which occurs the later of the date the Participant attains the age seventy and one-half (70-1/2), or the date the Participant retires from the service of the Employer or otherwise ceases to be employed by the Employer. If the Participant has not begun payments by the Required Beginning Date, payments will automatically commence at that time.

As an alternative to the foregoing, a Participant who is employed by the Employer may elect to begin to receive his Account at any time on or after the January 1 of the calendar year in which he will attain the age of seventy and one-half (70-1/2).

5.02(b) The Account of a Participant who is deceased before such Account commences to be paid to him shall become payable to his Beneficiary at the time elected by such Beneficiary. Such payments may commence as soon as possible after the date of the Participant's death but no later than the time described in clauses (ii) or (iii) of Subsection 5.02(c). If the Beneficiary has not begun receiving payments by the date described in clauses (ii) or (iii) of Subsection 5.02(c), payments will automatically commence at the applicable latest time.

5.02(c) Notwithstanding the foregoing provisions of this section, a Participant, or the Beneficiary of a Participant who dies before his Account becomes payable, may elect a later date on which such Account shall become payable. Such later date shall not be later than:

- (i) In the case of an election by a Participant, the latest time for payment under clause (ii) of Subsection 5.02(a);

- (ii) In the case of an election by a Beneficiary who is the Participant's spouse, the later of:
 - (A) The end of the fifth (5th) calendar year following the calendar year in which the Participant's death occurs, or
 - (B) The end of the calendar year in which the Participant would have attained the age of seventy and one-half (70-1/2); and
- (iii) In the case of an election by a Beneficiary who is not the Participant's spouse, the end of the fifth (5th) calendar year following the calendar year in which the Participant's death occurs.

Such election shall be in writing, executed and filed with the Service Provider at least thirty (30) days (or such shorter period as the Service Provider may permit on a uniform and non-discriminatory basis) before the date such Account otherwise becomes payable, and it shall set forth and shall be conditioned upon the payment of such Account in a form provided herein. Any such election may be revoked or modified at any time.

5.02(d) Notwithstanding the foregoing provisions of this section, payment may be delayed for a reasonable period in the event the recipient cannot be located or is not competent to receive the benefit payment, there is a dispute as to the proper recipient of such benefit payment, additional time is needed to complete the Plan valuation adjustments and allocations, or additional time is necessary to properly explain the recipient's options.

5.02(e) Notwithstanding the foregoing, if the total market value of the Participant's Account(s) under the Plan is not greater than one thousand dollars (\$1,000), the Plan Administrator shall direct that a single lump sum be made to the Participant or, if applicable, the Beneficiary, in the last month of the Plan Year during which the Participant's termination of employment, death or retirement occurs. Such lump sum payment shall be subject to applicable rollover provisions.

5.03 Form of Payment When Participant Is the Initial Recipient.

5.03(a) The Participant shall elect in writing the form in which such Account is to be paid to him from the forms of distribution available through the applicable Service Provider. Payments continuing after a Participant's death shall be made to his Beneficiary. If the Participant elects a periodic installment, such installments shall not extend over a term certain not extending beyond:

- (i) The life expectancy of the Participant, or
- (ii) The joint life and last survivor expectancy of the Participant and his designated.

5.03(b) If the Participant fails to elect a form of distribution, the Participant shall receive a cash lump sum of the amount or the cash value of the Participant's Account, subject to applicable rollover rights.

5.04 Form of Payment When Beneficiary Is the Initial Recipient.

5.04(a) In the event of a Participant's death before his Account commences to be paid to him, the Participant's Account payable pursuant to Section 4.01 shall be paid to his Beneficiary in the applicable manner described in this section.

5.04(b) The Beneficiary shall elect in writing the form in which such Account is to be paid to him from the forms of distribution available under the applicable Plan investments or that is otherwise provided by the Service Provider. If the Beneficiary elects a periodic installment, such installments shall not extend over a term certain not extending beyond the end of the fifth (5th) calendar year following the calendar year in which the Participant's death occurs unless:

- (i) Such term certain does not extend beyond the life expectancy of the Beneficiary and the Beneficiary is an individual, and
- (ii) Such installments commence not later than (A) the end of the first (1st) calendar year following the calendar year in which the Participant's death occurs in the case such individual Beneficiary is not the Participant's spouse or (B) the later of the end of the calendar year in which the Participant would have attained the age of seventy and one-half (70-1/2) or the end of the first (1st) calendar year following the calendar year in which the Participant's death occurs in the case such individual Beneficiary is the Participant's spouse.

5.04(c) If the Beneficiary fails to elect a form of distribution, the Beneficiary shall receive a cash lump sum of the amount or the cash value of the Participant's Accrued Benefit, subject to applicable rollover rights.

5.05 Minimum Distribution.

5.05(a) General Rules.

- (i) **Effective Date.** The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (ii) **Precedence.** The requirements of this section will take precedence over any inconsistent provisions of the Plan.
- (iii) **Requirements of Treasury Regulations Incorporated.** All distributions required under this section will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code.

5.05(b) Time and Manner of Distribution.

- (i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant's surviving spouse is the Participant's sole Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole Beneficiary, then distributions to the Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If there is no Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.
 - (D) If the Participant's surviving spouse is the Participant's sole Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this clause (ii), other than subclause (ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this (ii) and 5.05(d), unless clause (ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If clause (ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under clause (ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under clause (ii)(A), the date distributions are considered to begin is the date distributions actually commence.
- (iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution

Calendar Year distributions will be made in accordance with 5.05(c) and 5.05(d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations.

5.05(c) Required Minimum Distributions During Participant's Lifetime.

- (i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
 - (A) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
 - (B) if the Participant's sole Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this clause Section 5.05(c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

5.05(d) Required Minimum Distributions After Participant's Death.

- (i) Death On or After Date Distributions Begin.
 - (A) Participant Survived by Beneficiary. If the Participant dies on or after the date distributions begin and there is a Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Beneficiary, determined as follows:
 - (I) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

- (II) If the Participant's surviving spouse is the Participant's sole Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- (III) If the Participant's surviving spouse is not the Participant's sole Beneficiary, the Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (B) No Beneficiary. If the Participant dies on or after the date distributions begin and there is no Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (ii) Death Before Date Distributions Begin.
 - (A) Participant Survived by Beneficiary. If the Participant dies before the date distributions begin and there is a Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Beneficiary, determined as provided in clause (i) of Subsection 5.05(d).
 - (B) No Beneficiary. If the Participant dies before the date distributions begin and there is no Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.
 - (C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the

date distributions begin, the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under clause (ii)(A) of Subsection 5.05(b), this Section 5.05(d)(iii) will apply as if the surviving spouse were the Participant.

5.05(e) Definitions. For purposes of this section, the follow terms shall have the meaning set forth below:

- (i) "Beneficiary" shall mean the individual who is designated as the Beneficiary under the Plan in accordance with Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.
- (ii) "Distribution Calendar Year" shall mean a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under clause (ii)(B) of Subsection 4.04(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
- (iii) "Life Expectancy" shall mean the life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.
- (iv) "Participant's Account Balance" shall mean the account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.
- (v) "Required Beginning Date" shall mean the date specified in Subsection 5.02(a) of the Plan.

5.06 Advance on or Acceleration of Deferred Payment or Change to Periodic Installments. If distribution of a Participant's Account has been deferred or is being made from the Plan in the form of periodic installments, advances or changes to the scheduled time or the periodic installments may be made in accordance with the procedures established by the Service Provider, which may limit the changes made in any calendar year and or apply an administrative fee for such change.

5.07 Plan to Plan Direct Rollover as a Distribution Option.

5.07(a) Notwithstanding any contrary provision of the Plan, but subject to any de minimis or other exceptions or limitations provided for under IRC Section 401(a)(31):

- (i) Any prospective recipient (whether a Participant, a surviving spouse, a current or former spouse who is an alternate payee under a qualified domestic relations order or any other person eligible to make a rollover) of a distribution from the Plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the Trustee to pay the distribution directly to an "eligible retirement plan"; and
- (ii) If the total market value of the Participant's Account(s) under the Plan payable to a Participant who has not attained the later of his Normal Retirement Age or the age of sixty-two (62) exceeds \$1,000 but does not exceed \$5,000 or any other maximum amount under IRC Section 401(a)(31)(B) (determined under IRC Section 411(a)(11) at the time of the distribution) and the Participant does not either consent in writing to a distribution to him (as opposed to a rollover to an "eligible retirement plan") or direct in writing the distribution be made to a specified "eligible retirement plan" or plans, then any "eligible rollover distribution" to him shall be made by the Trustee's paying the distribution directly to an "eligible retirement plan" which is an individual retirement plan in a direct rollover to the individual retirement plan on behalf of the recipient (an "automatic rollover"). This clause does not apply to payment made to a person who is not a Participant; and
- (iii) Effective for distributions made in Plan Years beginning on or after January 1, 2010, any non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code who is a prospective recipient of an eligible rollover distribution from the Plan may direct the Trustee to pay the distribution directly to an "inherited IRA."

5.07(b) For purposes hereof, the following terms have the meanings assigned to them in IRC Section 401(a)(31) and, to the extent not inconsistent therewith, shall have the following meanings:

- (i) The term "eligible retirement plan" means:

- (A) A defined contribution plan which is either an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b) (other than an endowment contract), an annuity plan described in IRC Section 403(a), or a qualified trust described in IRC Section 401(a), that accepts the prospective recipient's eligible rollover distribution.
 - (B) An eligible retirement plan shall also mean an annuity contract described in IRC Section 403(b) and an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.
 - (C) The definition of eligible retirement plan applicable to a Participant shall also apply in the case of a distribution to a Participant's surviving spouse and to a Participant's spouse or former spouse who is the alternate payee under a QDRO.
 - (D) An individual retirement plan described in Section 408A of the Code (sometimes referred to as a Roth IRA) provided that for tax years beginning before January 1, 2010, the recipient Participant does not have modified adjusted gross income in excess of \$100,000 and is not married filing a separate return, both as determined under Section 408A(c)(3)(Bb) of the Code.
 - (E) For distributions made in Plan Years beginning on or after January 1, 2010, in the case of an eligible rollover distribution payable to a non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code, an "eligible retirement plan" means only an "inherited" IRA.
- (ii) The term "eligible rollover distribution" means any distribution made other than:
- (A) A distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made either for the life (or life expectancy) of the recipient or the joint lives (or joint life expectancies) of the recipient and his beneficiary who is an individual or for a specified period of ten (10) or more years,
 - (B) A distribution to the extent it is required under the minimum distribution requirement of Section 401(a)(9) of the Code; provided, however, that if an amount would have been a required minimum distribution for calendar year 2009 but for the waiver of required minimum distributions for calendar year 2009 (if applicable to the Plan), then the Administrator may offer the

recipient of such distribution a direct rollover to an eligible retirement plan, but the distribution is not subject to federal mandatory income tax withholding if the recipient declines the direct rollover,

- (C) That portion of a hardship withdrawal attributable to pre-tax elective contributions or other contributions subject to the withdrawal restrictions of IRC Section 401(k)(2)(B)(i)(IV),
- (D) Any amount that is distributed on account of hardship (whether or not subject to the withdrawal restrictions of Section 401(k)(2)(B)(i)(IV) of the Code),
- (E) Any amount distributed pursuant to Section 6.03 of the Plan; or
- (F) Any other amount which is not considered an eligible rollover distribution for purposes of IRC Section 402(c)(4) with respect to the Plan.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in IRC Section 408(a) or (b), or to a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. Such portion may also be paid to an annuity contract described in IRC Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (iii) The term “inherited IRA” means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) or, for Plan Years beginning in or after 2010, an individual retirement plan described in Section 408A of the Code (sometimes referred to as a Roth IRA) established for the purpose of receiving the distribution where the individual retirement account or annuity or Roth IRA is treated as an inherited individual retirement account or annuity within the meaning of Section 408(d)(3)(C) or, as applicable, Section 409A(d)(3)(B) of the Code.

5.07(c) Any such direction shall be filed with the Service Provider in such form and at such time as the Service Provider may require and shall adequately specify the eligible retirement plan to which the payment shall be made.

- 5.07(d) The Trustee shall make payment as directed only if the proposed transferee plan will accept the payment.
- 5.07(e) Any such plan to plan transfer shall be considered a distribution option under this Plan and shall be subject to all the usual distribution rules of this Plan (including but not limited to the requirement an advance explanation of the option).
- 5.07(f) The Service Provider is authorized in its discretion, applied on a uniform and non-discriminatory basis, to apply any discretionary de minimis or other discretionary exceptions or limitations provided for under IRC Section 401(a)(31) in effecting or declining to effect plan to plan transfers hereunder.
- 5.07(g) Within a reasonable time before the benefit payment date of a prospective recipient of an eligible rollover distribution from the Plan, the Service Provider shall provide the prospective recipient with a written explanation of the rollover and tax rules required by IRC Section 402(f). In addition, where the prospective distribution is described in clause (ii) of subparagraph 5.07(a), the Administrator shall provide the written notice to the prospective recipient required by Sections 401(a)(31)(B)(i) of the Code (either separately or at the time the notice under Section 402(f) of the Code is provided) that the automatic rollover to an individual retirement plan pursuant to clause (ii) of Subsection 5.07(a) may be transferred to another individual retirement plan.

5.08 Notice and Election Procedures Regarding Payment.

- 5.08(a) Any election authorized and any designation of a date of payment by a Participant or Beneficiary shall be in writing, shall clearly indicate the election or designation being made, and shall be filed with the Service Provider and in accordance with the procedures provided in the following subsections to this section.
- 5.08(b) Within a reasonable time before a Participant's Account is to be paid to him, the Service Provider shall by mail or personal delivery provide the Participant with a written explanation of:
- (i) The terms and conditions of the applicable forms of payment, including the financial effects of the applicable forms of payment.
 - (ii) The Participant's right to delay receipt of his Account until such later date allowed under Section 5.02, including the right to modify or revoke any election thereunder.
 - (iii) The Participant's right to obtain an advance on or acceleration of payment of his Account or to change any periodic installments as provided under Section 5.06.
- 5.08(c) Within a reasonable time before the Account of a Participant who died prior to commencement of payment of his Account is to be paid, the Service Provider

shall by mail or personal delivery provide the Participant's Beneficiary with a written explanation of:

- (i) The terms and conditions of the applicable forms of payment.
- (ii) The Beneficiary's right to delay receipt of the Participant's Account until such later date allowed under Section 5.02, including the right to modify or revoke any election thereunder.
- (iii) The Beneficiary's right to obtain an advance on or acceleration of payment of the Participant's Account or to change any periodic installments under Section 5.06.

5.09 Benefit Determination and Payment Procedure.

5.09(a) The Plan Administrator shall make all determinations concerning eligibility to participate in the Plan. The Service Provider shall make all determinations concerning the time or terms of payment, and the forms or manner of payment to the Participant or the Participant's Beneficiary, in the event of the death of a Participant. The Service Provider shall promptly notify the appropriate Trustee of each such determination that benefit payments are due or should cease to be made and provide to the Trustee all other information necessary to allow the Trustees to carry out said determination, whereupon the Trustee shall pay or cease to pay such benefits in accordance with the Service Provider's determination.

5.09(b) To the extent the payment provisions of the Plan are inconsistent with and violative of the requirements of Section 401(a)(9) of the Code, the provisions of Section 401(a)(9) of the Code are hereby incorporated by reference and shall control.

5.10 Payments to Minors and Incompetents. In case any person entitled to receive payment under the Plan shall be a minor, the Service Provider in its discretion, may dispose of such amount in any one or more of the following ways:

- (a) By payment thereof directly to such minor;
- (b) By application thereof for the benefit of the minor; or
- (c) By payment thereof to either parent of the minor or to any adult person with whom such minor may at the time be living or to any person who shall be legally qualified and shall be acting as guardian of the person or the property of such minor; provided only that the parent or adult person to whom any amount shall be paid shall have advised the Service Provider in writing that he will hold or use such amount for the benefit of such minor.

In the event that it shall be found that a person entitled to receive payment under the Plan is physically or mentally incapable of personally receiving and giving valid receipt for any payment due (unless prior claim therefor shall have been

made by a duly qualified committee or other legal representative), such payment may be made to the spouse, son, daughter, parent, brother, sister or other person deemed by the Service Provider to have incurred expense for such person otherwise entitled to payment.

Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

- 5.11 Distribution of Benefit When Distributee Cannot Be Located. The Service Provider shall make all reasonable attempts to determine the identity and/or whereabouts of a Participant or Participant's spouse or a Participant's Beneficiary entitled to benefits under the Plan, including the mailing by certified mail of a notice to the last known address shown on the Employer's, the Service Provider's or the Trustee's records. If the Service Provider is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trustee shall continue to hold the benefit due such person, subject to any applicable statute of escheats.

ARTICLE VI IN-SERVICE WITHDRAWALS AND LOANS

- 6.01 Unforeseeable Emergency Distributions. Notwithstanding any other provisions contained herein, in the case of an "Unforeseeable Emergency", a Participant may apply to the Service Provider to withdraw, in whole or in part, his or her Participant's Pre-Tax and/or Roth Contribution Account necessary to meet the emergency situation constituting the Unforeseeable Emergency. Such amount may be withdrawn, subject to the approval of the Service Provider, prior to severance from employment with the Employer. If the application for withdrawal is approved by the Service Provider, the withdrawal shall be effected within thirty (30) days following such approval.

6.01(a) Any remaining benefits to which the Participant may be entitled following an Unforeseeable Emergency Distribution shall be paid upon severance from employment, disability or death in accordance with Article V above.

6.01(b) An unforeseeable emergency shall be defined in a manner consistent with the meaning ascribed thereto under Section 457 of the Code and the applicable regulations as severe financial hardship to the Participant resulting from an illness or accident of the Participant, the spouse, a dependent (as defined in Section 152(a) of the Code), or in the case of a distribution made after April 1, 2010, a Beneficiary of the Participant, loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., resulting from a natural disaster), the need to pay funeral expenses of the Participant's spouse, dependent (as defined in Section 152(a) of the Code), or in the case of a distribution made after April 1, 2010, a Beneficiary of the Participant, or any other similar extraordinary and

unforeseeable circumstance arising as a result of events beyond the control of the Participant. The imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseen emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseen emergency.

6.01(c) The existence of an unforeseeable emergency shall be determined on the basis of the facts and circumstances of each case, but, in any event, payment may not be made to the extent that the hardship is or may be relieved:

- (i) Through reimbursement or compensation by insurance or otherwise,
- (ii) By liquidation of the Participant's assets, to the extent such liquidation would not itself cause a severe hardship, or
- (iii) By cessation of deferrals under the Plan.

6.01(d) Examples of what are not considered unforeseeable emergencies include the need to send a Participant's child to college or the desire to purchase a home.

6.01(e) In order for an unforeseeable emergency hardship withdrawal to be permitted as a result of an event related to a Beneficiary, the Beneficiary must be a primary Beneficiary designated by the Participant on a form that is on file with the Service Provider on both the date the application for the hardship is submitted and the date the distribution is made.

6.02 Loans. Loans may be available if provided for in the contract between the Plan Sponsor and Service Provider. If available, the terms and conditions of the loans shall be governed by the requirements of Section 72(p) of the Code and the Service Provider loan policy as approved by the Plan Administrator.

6.03 Withdrawal from Automatic Enrollment Arrangement. A Participant who was enrolled in the Plan pursuant to the deemed Deferred Compensation Election provisions of Subsections 2.01(b) and 2.03(a), may elect to receive a withdrawal of the amount of elective deferrals (and the earnings attributable thereto) made with respect to payroll periods beginning before the effective date of the election to receive the withdrawal. Such election must be made within 90 days after the date the first deemed elective deferral is made to the Plan.

6.04 Non-Hardship Withdrawal for Inactive Participant. Consistent with Section 457(e)(9)(A) of the Code prior to a severance from employment, a Participant (but not a Beneficiary or Alternate Payee) may elect to receive a Non-Hardship Withdrawal if the total market value of the Participant's Account(s) under the Plan does not exceed the de minimis amount described in Section 457(e)(9)(A) of the Code (currently \$5,000) and the Participant has not made and the Participant's Deferred Compensation Account has not received any Deferred Compensation Contributions during the two year period that ends

on the date of the Non-Hardship Withdrawal and the Participant has not previously received any Non-Hardship Withdrawal under this Plan.

- 6.05 Withdrawal of Rollover Contributions. Upon written notice to the Service Provider or its designee, a Participant may request a withdrawal of all or a portion of the value of the rollover subdivision (and the proportionate share of the earnings of the Trust Fund attributable thereto) of his Participant's Contribution Account. The withdrawal shall be made on a pro-rata basis from the investment Trust Funds. Payment of such amount shall be in a lump sum as soon as reasonably possible following the date the Plan Service Provider or its designee receives the withdrawal request. Amounts withdrawn pursuant to this section may not be repaid to the Trust Fund.
- 6.06 In-Plan Roth Conversions. Effective May 13, 2016, a Participant, a surviving spouse beneficiary or an alternate payee (as defined in Section 414(p) of the Code), whose benefit is not immediately distributable pursuant to Article V, may elect to convert all or a portion of his Accounts (including contribution and earnings thereon) to a Roth Conversion Account, if such accounts are offered by the applicable Service Provider.
- 6.06(a) General Requirements. Any portion of a Participant's Accounts that the Participant elects to convert to a Roth Conversion Account pursuant to this Section 6.06 must (i) qualify as an eligible rollover distribution as defined in Code Section 402(c)(4), (ii) shall be rolled over or transferred within the Plan to the Participant's Roth Conversion Account, and (iii) shall not be distributed from the Plan. Any such transfer shall be known as a "Roth Conversion."
- 6.06(b) Irrevocable Designation. Any election of a Roth conversion shall be irrevocable.
- 6.06(c) Administration. The Service Provider may establish and maintain procedures for administering Roth Conversions as it deems necessary or appropriate.
- 6.06(d) Roth Conversion Account. A Roth Conversion shall be credited to a Roth Conversion Account maintained for each eligible Participant, spouse Beneficiary or alternate payee electing to make a Roth Conversion. Roth Conversion Accounts shall be one hundred percent vested and shall share in the allocation of earnings or losses, as the case may be, but shall not share in any other allocations. Any such Roth Conversion Account may include subaccounts to preserve the pre-conversion source of funds, tax basis and distribution rights as applicable.
- 6.06(e) Distributions of Roth Conversion Accounts. Any amounts and the applicable earnings thereon transferred in a Roth Conversion shall remain subject to the distribution restrictions that were applicable to the amount before the Roth Conversion. For this purpose, a Participant's Roth Conversion Account shall consist of subaccounts to identify the pre-conversion source of funds.

ARTICLE VII
MISCELLANEOUS

- 7.01 Amendment. This Plan may be amended or terminated by the Council of Columbus, Georgia, or its designee at any time. No amendment or termination of the Plan shall reduce or impair the rights of any Participant or Beneficiary which have already accrued. Upon the termination of the Plan, the Trustee shall distribute all amounts credited to each Participant's Account in accordance with Article IV hereof; provided that the Trustee may distribute non-lump sum benefits in the form of an annuity contract from an insurance company selected by the Plan Administrator.

Notwithstanding the foregoing, the Plan Sponsor hereby delegates to the Deferred Compensation Board, or in the event that such Board is not actively serving, Plan Administrator, the right to modify, alter, or amend the Plan in whole or in part to make any technical modification, alteration or amendment which in the opinion of counsel for the Plan Sponsor is required by law and is deemed advisable by the Deferred Compensation Board or Plan Administrator and to make any other modification, alteration or amendment which does not, in Deferred Compensation Board or Plan Administrator's view, substantially increase costs, contributions or benefits and does not materially affect the eligibility, vesting or benefit accrual or allocation provisions of the Plan.

- 7.02 Assignment. A Participant may not assign, transfer, sell, hypothecate, or otherwise dispose of any or all of his or her Participant's Account or any right which he or she may have under this Plan, and any attempt to do so shall be null and void.

- 7.03 Employment. Participation in the Plan shall not be construed as giving any Participant any right to continue his or her employment with the Employer.

- 7.04 Successors and Assigns. The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

- 7.05 Written Notices.

7.05(a) Except as provided in subsection 7.05(c), any notice or other communication required or permitted under the Plan shall be in writing, and, if directed to the Employer, shall be sent to the Department of Human Resources of the Columbus Consolidated Government, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address.

7.05(b) Except as provided in subsection 7.05(c), all notices required to be given in writing and all elections, consents, applications and the like required to be made in writing, under any provision of the Plan, shall be invalid unless made on such forms as may be provided or approved by the Service Provider and, in the case of a notice, election, consent or application by a Participant or Beneficiary, unless

executed by the Participant or Beneficiary giving such notice or making such election, consent or application.

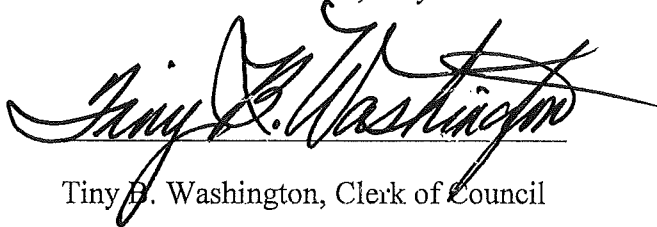
- 7.05(c) Subject to limitations under applicable provisions of the Code and applicable state law, the Service Provider is authorized in its discretion to accept other means for receipt of effective notices, elections, consent and/or application by Participants and/or Beneficiaries, and to use other means for providing required notices to Participants and Beneficiaries, including but not limited to electronic transmissions through e-mail, voice mail, recorded messages on electronic telephone systems, and other permissible methods, on such basis and for such purposes as it determines from time to time.
- 7.06 Total Agreement. This Plan, the Trust Agreement and the Participation Agreement, and any subsequently adopted amendments thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by any Participant.
- 7.07 Gender. As used herein the masculine shall include the neuter and the feminine where appropriate.
- 7.08 Controlling Law. This Plan is created and shall be interpreted under the laws of the State of Georgia and IRC §457.

ADOPTION OF RESTATEMENT OF PLAN

Pursuant to Resolution No. 74-16, the Columbus Council authorizes this instrument to be signed by the Mayor and attested and sealed by its Clerk of Council this 18th day of _____, 2016, to be effective May 13, 2016.



Teresa Pike Tomlinson, Mayor



Tiny B. Washington, Clerk of Council

SEAL

**FIRST AMENDMENT TO
COLUMBUS CONSOLIDATED GOVERNMENT
457 DEFERRED COMPENSATION PLAN
(As Restated May 13, 2016)**

Under the authority in Section 7.01 of the Columbus Consolidated Government 457 Deferred Compensation Plan (as restated May 13, 2016) (the "Plan"), the Council of Columbus, Georgia hereby amends the Plan, effective immediately upon signing:

This amendment is intended to eliminate the provisions of the Plan related to automatic enrollment. Such provisions were heretofore ineffective due to questions relating to state law and issues with administrative processes. Effective May 18, 2018, Section 45-18-36 of the Official Code of Georgia Annotated was amended to allow plans of local governments to implement such provisions. The Deferred Compensation Board and staff presented a plan amendment to Council requesting implementation of automatic enrollment effective January 1, 2019. After careful consideration Council determined that it does not wish to implement automatic enrollment and hereby amends the Plan as follows to delete all references to automatic enrollment.

1. **Section 1.12 of the Plan is hereby stricken and replaced by a new Section 1.12 to read as follows:**

1.12 Participant means any Employee eligible to participate who voluntarily elects to participate in this Plan by filing a duly executed Participation Agreement with the Service Provider as described in ARTICLE II.

2. **ARTICLE II of the Plan is hereby stricken and replaced by a new ARTICLE II to read as follows:**

**ARTICLE II
ELIGIBILITY AND PARTICIPATION**

2.01 Eligibility and Participation. An Employee is eligible to participate in the Plan as of the first day of first pay period that begins on or after the first of the month following his date of hire with the Employer.

- (a) Each Employee who is a Participant on the Effective Date of this Restatement of the Plan shall remain a Participant.
- (b) Thereafter, an eligible Employee may elect to become a Participant, by executing and filing a written Participation Agreement in the manner set forth in Section 2.04 hereof at any time after becoming an Employee.

2.02 Subsequent Enrollment Periods.

2.02(a) Any Employee who does not file an initial election, pursuant to 2.01(b) above, shall have the continuing right to elect or change the terms of their participation

by filing a properly executed Participation Agreement. Any such election will be effective as soon as administratively possible following acceptance of the Participation Agreement by the Service Provider.

2.02(b) Notwithstanding anything contained in this Plan to the contrary, no Employee may elect to defer all or any portion of any compensation with respect to services rendered prior to the date of the election.

2.03 Participation Agreement. The Service Provider shall establish a Participation Agreement which shall contain the following provisions:

- (a) The Participant shall specify the dollar amount of his or her Compensation which is to be deferred and whether such contribution shall be a Designated Roth Contribution;
- (b) In the case of an Employee who was a Participant prior to May 13, 2016, the Participant (i) may, but is not required to, indicate that future contributions shall be directed to the Service Provider designated by the Plan Sponsor as the sole provider for current contributions by new Participants (ii) may, but is not required to, direct that his entire benefit held with one Service Provider be transferred to the Service Provider designated by the Plan Sponsor as the sole provider for current contributions by new Participants, and (iii) will direct the investment of his funds among the investment options made available under the Service Provider's contract with the Plan Sponsor;
- (c) In the case of an Employee who becomes a Participant on or after May 13, 2016, the Participant will direct the investment of his or her funds among the investment options made available under the Service Provider's contract with the Plan Sponsor;
- (d) The Participant shall designate or confirm the prior designation of a Beneficiary or Beneficiaries, including one or more contingent Beneficiaries or his or her estate, to receive any benefits which may be payable under this Plan in the event of the death of the Participant or a Beneficiary;
- (e) The Participant shall acknowledge that he or she, together with his or her heirs, successors, and assigns, hold harmless the Plan Sponsor from any liability hereunder for all acts performed in good faith, including acts relating to the investment of deferred amounts; and
- (f) Such other provisions as the Service Provider or Plan Administrator shall deem necessary and appropriate.

- 2.04 Revocation and Amendment of Participation Agreements. The Participant may prospectively revoke an election to participate at any time by filing with the Service Provider written notice thereof. Such revocation shall become effective for the first pay date following acceptance by the Service Provider of the revocation, provided that such revocation shall not become effective sooner than seven (7) days following such acceptance.

A Participant may resume participation in the Plan only by filing with the Service Provider a new Participation Agreement, to become effective the first pay period beginning during the first month after the acceptance of the Participation Agreement by the Service Provider.

A Participant may prospectively increase or decrease the amount of Compensation to be deferred by signing and filing with the Service Provider a new Participation Agreement. Any such change shall be effective the first pay period beginning during the first month after the acceptance of the Participation Agreement by the Service Provider.

A Participant may prospectively change an investment direction previously selected by making a new election with the Service Provider or its designee. Generally, any such change shall be effective as of the next business day.

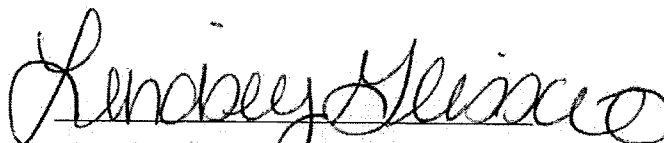
All contracts and other evidence of the investment of all assets under this Plan shall be held in the Trust Funds for the exclusive benefit of Participants and their Beneficiaries.

3. **Section 6.03 of the Plan is hereby stricken in its entirety and its number Reserved.**

Pursuant to Resolution No. 448-18, the Columbus Council authorizes this instrument to be signed by the Mayor and attested and sealed by its Clerk of Council this 11th day of December, 2018, to be effective January 1, 2019.



Teresa Pike Tomlinson, Mayor



Lindsey Glisson, Deputy Clerk of Council

SEAL

APPENDIX A

DEMANDSTAR SUBMISSION INFORMATION

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar. See Appendices B, C & D for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at

https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

APPENDIX B

ELECTRONIC SUBMITTAL CHECKLIST

457 Deferred Compensation Plan –
Recordkeeping, Administration, and Participant Education (Annual Contract)
RFP No. 21-0029

Submit your electronic response as instructed below:

1. Vendors shall submit **only** the required documents listed using the “**Bidder Response ALL Documents**” function.
2. **Zip files with multiple files are not acceptable**; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications** as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- ☐ 1. Transmittal Letter
- ☐ 2. E-Verify Affidavit (*Form 1*)
- ☐ 3. Addenda Acknowledgement (if any)
- ☐ 4. Communication Concerning this Solicitation (*Form 2*)
- ☐ 5. Exceptions to RFP
- ☐ 6. Responses to Questionnaire (*Form 3*)
- ☐ 7. Qualifications/Experience
- ☐ 8. Client Work History (*including Form 4*)
- ☐ 9. Cost Proposal
- ☐ 10. Contract Signature Page (*Form 5*)
- ☐ 11. Insurance Checklist (*Form 6*) or Certificate of Insurance
- ☐ 12. **Page 1** of Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ 13. Business License (Occupation License) or Articles of Incorporation

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

APPENDIX C

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

Select State

County

Select County

☐

City of Metropolis – Board of Commissioners

☐

City of Metropolis Purchasing

☒

Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

APPENDIX D

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web application with a top navigation bar containing links: Dashboard, Bids, Quotes, Coming Soon! Activities, Coming Soon! Messages, and Responses. Below the navigation bar is a large orange arrow pointing right with the word "Bids" inside it. To the right of this arrow is a "Sort By" dropdown menu set to "Due Date". Below these elements is a list of three bid items, each with a status label "Active" in an orange box on the right.

Bid Item	Status
TSEBIDVINO24JAN01 City of Fort Pierce - Purchasing Department, Fort Pierce, AZ ID: BID-TSEBIDVINO24JAN01-0-2020/al Broadcast: 1/24/2020 Due: 3/1/2020 Planholders: 3 Watch	Active
AA-BB-CC-DD-EE agency2.0, Texas, FL ID: EBID-001-946-00-0-2020/AD Broadcast: 2/4/2020 Due: 2/29/2020 Planholders: 0 Watch	Active
TESTBID agency2.0, Texas, FL	Active

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID

Active

Bid Details

Agency Name	Agency A
Bid Writer	Agency A
Bid ID	8810-12345678-123456
Bid Type	E-BID - E-BID
Broadcast Date	12/18/2020 2:40 AM Eastern
Fiscal Year	2020
Due	12/18/2020 11:59 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

SCOPE OF WORK

Documents

Filename	Type	Date Modified	Status
File	Attachment	12/18/2020	Complete

Distribution Info

Bid Bond	None
Plan (Blueprint)	None
E-Bidding	Submit
Distributed By	Demarcator
Distribution Method	Download and Print
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

View Legal Aid

Pre-Bid Conference

No Pre-Bid Conference Data Found

Commodity Code

[001-945-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

Enter “0” as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)

A screenshot of the DemandStar E-Bid Response form. The interface includes a top navigation bar with 'DEMANDSTAR', 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Responses', and a user profile 'Robyn Gallardi'. A breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The left sidebar contains 'Bid Details' and 'E-Bid Progress' with sub-items 'Contact Information', 'Documents Upload', and 'Review Bid'. The main content area is titled 'E-Bid Response' and contains 'Contact Information' fields: Company Name (Calgon Carbon Corporation), Address 1 (P. O. Box 717), Address 2, City (Pittsburgh), Country (United States of Ame...), State/Province (Pennsylvania), County (Select...), Postal Code (15230-0717), Phone Number (4127876810), and Extension. The 'Bid Amount' field is highlighted with a red border and contains '127,000', with a red 'Invalid' message below it. The 'Alternate Bid Amount' field is empty. A 'Notes' field contains 'For the full 6 month contract'. A 'Next' button is at the bottom right.

Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page:
https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

The screenshot displays the DEMANDSTAR E-Bid Response interface. On the left, the 'Bid Details' section shows information for Agency Name (agency23), Bid Number (000-123456-000000), Bid Due Date (12/01/2024 (PST)), Bid Opening (23 days, 00 hours, 17 minutes, 21 seconds Remaining), and Bid Name (T137000). Below this is the 'E-Bid Progress' section with steps: Contract Information, Documents Upload, and Review Bid. The main content area is titled 'E-Bid Response'. It includes a 'Required Documents' section with a list of 'Agency Accepted File Formats' such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), etc. Below this is a table with columns 'Required Document', 'Submission Option', and 'Uploaded Document'. A green arrow labeled 'UPLOAD COMPLETE FILE' points to the 'Required Document' column. At the bottom, there is a 'Supplemental Documents' section with a text input for 'Document Title' and a button 'Add Document'. A red arrow labeled 'DO NOT USE SUPPLEMENTAL DOCUMENTS' points to this section. Navigation buttons 'Previous' and 'Next' are at the bottom.

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

DEMANDSTAR Dashboard Bids Quotes Activities Messages Responses

Robyn Gallardi

Home > Bids > 11217810 > My E-Bid Response

Review Your E-Bid Response

Bid Details

Agency Name	Agency 2.0
Bid Number	EBID 11217810-0-000000
Bid Due Date	01/09/2025 (PST)
Bid Opening	22 days, 04 hours, 10 minutes, 47 seconds Remaining
Bid Name	11217810

E-Bid Progress

- Contact Information
- Documents Uploaded
- Review Bid

Contact Info

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 717
Address 2	
City	Pittsburgh
State	Pennsylvania
Country	United States of America
Postal Code	15200-0717
Phone Number	4127871810
Fax	
Bid Amount	\$127,000.00
Alternate Bid Amount	
Notes	For the full 6 month contract

Agency Required Documents

- Service Doc agency 2.0 (Electronic/Online)

Supplemental Documents

- References (Electronic/Online)

After clicking "Submit Response" the following process will follow:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submitted.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 840-0005.

[Previous](#) [Submit Response](#)