

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Isaac E. Barron
Pamela A. Goynes-Brown
Scott Black
Richard J. Cherchio



Finance Department

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**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2019-005 Investment Consultant**

December 31, 2019

Proposals will be received electronically only through the Nevada GoveMarketplace (NGEM) System at www.ngemnv.com until **January 22, 2020 at 1:00 P.M.** (the "Proposal Due Date"), and all proposals will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., January 6, 2020**, in Conference Room 703 inside City Hall at the above listed address.

Questions and/or concerns regarding this Proposal should be submitted in NGEM or sent by e-mail to leakem@cityofnorthlasvegas.com prior to the deadline for questions of **January 15, 2020 at 12:00 P.M.** local time. All questions and concerns must be received by the question deadline.

Proposal documents may be accessed at www.ngemnv.com, at the City of North Las Vegas website at www.cityofnorthlasvegas.com at the Purchasing Bid Advertisements Page, or in person at the Purchasing Office, Monday through Thursday, 8:00 a.m. – 4:45 p.m. at City Hall, 2250 Las Vegas Boulevard North, Suite 708, North Las Vegas, NV 89030. The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City.

A handwritten signature in blue ink, appearing to read "Marie E. Purcell", is written over a horizontal line.

Marie E. Purcell, CMC
Acting City Clerk

Published Las Vegas Review Journal December 31, 2020

**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2019-005 Investment Consultant**

1. PUBLIC RECORDS:

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods or services obtained under this RFP.

4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Marie Leake by email at leakem@cityofnorthlasvegas.com or by mail at ATTN: Marie Leake, Buyer, City of North Las Vegas, 2250 Las Vegas Blvd, North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any

such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of the Proposals will be conducted by City personnel. The City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals. Pursuant to NRS 332.065(3), the City shall not enter into a contract with a Respondent to this Proposal unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF PROPOSAL SUBMITTAL:

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Respondents must submit one original and two copies of its Proposal.

9. PROTESTS:

The City will publish the Recommendation of Award Notification on the City's website (www.cityofnorthlasvegas.com). Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement

setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful proposal may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Proposals received will be opened and the name of the Respondent's company will be read publicly at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to be present. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Proposal not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of two (2) years with one (1) year option to renew.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the

City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent’s contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City’s written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days’ written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - -	\$1,000,000 each accident
Property Damage - - - -	\$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

PROFESSIONAL LIABILITY*

Claim or Loss	\$1,000,000
General Aggregate	\$2,000,000

Fiduciary Insurance

Each Occurrence	\$1,000,000 each occurrence
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Coverage must include professional misconduct or lack of ordinary skill for those positions defined in the scope of work for this Proposal.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the “Insurance Service Office”, or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

WORKER'S COMPENSATION INSURANCE:

Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal.

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of this contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.

- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.

- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.

- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under this contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

For the City of North Las Vegas:

Marie Leake, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-2440, Monday through Thursday, 7:00 a.m. to 4:30 p.m.

William Harty, Director of Finance. He or his designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. He can be reached at (702) 633-1462, Monday through Thursday, 9:00 a.m. to 5:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is January 15, 2020 at 12:00pm, Local time. Any questions submitted beyond this cutoff time will not be answered.

**City of North Las Vegas
Request for Proposal (“RFP”)
RFP 2019-005 Investment Consultant**

Definitions

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of North Las Vegas , its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City of North Las Vegas, who is legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

City Council - the legislative body that governs the City of North Las Vegas.

City Manager - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

City Records - information, minutes, files, accounts or other records which the City of North Las Vegas is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City of North Las Vegas.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Proposal Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents.

Purchasing Department – The City of North Las Vegas Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to

the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

Representative – person who represents a company and compiles questions to enable the company to submit a proposal that accurately identifies the City's requirements.

Request for Proposals – the official legal published advertisement of the Proposal requirements.

Respondent(s) or Proposer(s) – Vendor who offers the requested service or product to the City on the official Request for Proposal.

Subcontractor - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

CITY OF NORTH LAS VEGAS
RFP 2019-005 Investment Consultant

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas Deferred Compensation Committee (the "Committee") is seeking an investment consultant firm (the "Investment Consultant") who will act as a fiduciary with regard to the City of North Las Vegas's (the "City") 457(b) deferred compensation plans (the "457(b) Plans") and the City's 401(a) defined contribution plans (the "401(a) Plans"; collectively, the 457(b) Plans and the 401(a) Plans will be referred to as the "Plans"). The Investment Consultant will be required to provide investment advisory services for all aspects of the Plans that include, but are not limited to, the various services noted below in the Scope of Work.

The City's 457 and 401(a) deferred compensation plans were established to provide City employees with an additional retirement savings option that provided pre-tax savings to participating employees. The City has three record keepers for the plans: Empower, ICMA-RC, and Nationwide. The record keepers' portfolios contain dozens of funds in the following asset categories: Bonds; U.S. Equities; International Equities; Target Date Funds; Balanced Allocation Funds; and Specialty/Other Funds.

The City's Deferred Compensation plans are managed by a seven-member committee (current membership is six) comprised of City employees. The committee oversees the plan and record keepers. Board meetings are held regularly throughout each year in the City of North Las Vegas City Hall.

Scope of Work

A. Consulting Services

The Investment Consultant shall generally advise the Committee and the City, as needed, including on the following topics:

The plan design and operations, strategic goals, communication, and detailed investment education programs, industry best practices for both internal and plan service provider procedures, and education related to federal and Nevada law and regulatory changes. At the outset of its engagement, the Investment Consultant will review the assorted Plan documents, adoption agreements, investment policy statements and provide guidance as to any necessary revisions to such documents. Following that initial work, the Investment Consultant shall periodically work with the Committee to review the Plan documents in light of changes in governing law, industry best practices, and other developments affecting plan design and make recommendations for modifications to the Plan documents;

Industry and plan sponsor trends (public sector), new investment products, and developing industry best practices for both internal and external service provider functions;

Plan design, services, and fee benchmarking;

Investment strategies for structuring a retirement investment program suitable to the long-term needs and risk tolerances of each Plan participant;

Training for Committee members on fiduciary duties, industry or regulatory developments, or other pertinent topics, on request of the Committee; and

Other matters as requested by the Committee.

B. Contract Administrative Services

The Investment Consultant will advise the Committee regarding ongoing administration of third-party record keeper and investment manager services, including:

Recordkeeping services;

Enrollment and communication services;

Participant education services; and

The Investment Consultant will periodically review fee arrangements of Plan service providers and assist the Committee in identifying indirect compensation elements of Plan service providers.

C. Investment Policy and Fund Searches

Assist the Committee in the formulation of and ongoing review of policies and procedures pertaining to the Plans' investment options and their administration;

Evaluate and make recommendations to the Committee regarding the Plans' investment options and potential modifications to the Plans' investment structure or investment options;

Subject to adoption by the Committee, the Investment Consultant shall develop and periodically review and update the Plans' investment policy statements for selection of appropriate investment fund managers, mutual funds, or other suitable investments within the framework of the Plans. Such a review would include the asset classes that may be offered through the Plans, criteria for selection of individual investment options and monitoring their performance, and the procedures and standards for review and replacement of investment options;

The Investment Consultant shall perform searches and recommend alternative investment options as needed per the Plans' investment policies or as requested by the Committee; and

Update the Committee on developments in the financial services industry and financial market, and provide analysis and recommendations with respect to such developments.

D. Investment Review Services

The Investment Consultant will provide written investment performance review reports and review each report with the Committee. Such reports will include the following:

An economic overview and general market conditions for the reporting period;

A comparison of each investment option's performance to appropriate market indices and universes of similarly managed vehicles, consistent with the benchmarks for that asset class established by the investment policy statements;

Verification of investment style consistency for each investment option, consistent with that asset class;

A measurement of the risk characteristics of each investment option;

Historical performance with a focus on consistency;

Morningstar or equivalent rankings;

Comments on manager tenure and on the utilization of funds among participants;

A review of expenses and returns of each fund option;

An analysis of the extent to which investment policies have been carried out and how they have affected actual fund performance;

Recommendations for alternatives to address any of the above; and

A summary of findings and recommendations based on the strengths and/or weaknesses of individual funds.

E. Potential Transition Services

In the event the Investment Consultant, after a review of the Plans, recommends that the City consolidate its Plans or proceed with an RFP process to select a new plan provider/record keeper, the Investment Consultant will advise the Committee regarding transition services, which may include all, or some, of the following responsibilities:

Develop a transition strategy (including communications materials intended for participants in the Plans) for procuring a record keeper;

Provide input and advice with respect to plan design issues. The Investment Consultant will review and present the advantages and disadvantages between bundled and unbundled 457 and 401(a) plans. The may include issues regarding the provision of investment advice and education to City plan participants; providing advice with respect to refinement of the investment option menu for the City plans; and, any and all related matters regarding the structure and delivery of services/products under the plans;

Develop all required materials, including contract language, for an RFP for 457 Deferred Compensation Plan and 401(a) Defined Contribution Plan administrative services provider;

Develop and present to the City a timeline for the plan administration RFP process. The timeline shall include the transition period for a new administrative services provider for the Plans, if one is selected. Price proposals for this Investment Consultant Services RFP must include costs associated with providing services related to RFPs for Plan administrative services provider;

Review responses to these proposals and generate recommendations to Committee. The Consultant must be prepared to provide expert assistance in defining rating factors and review criteria, as well as creating a review methodology, which can evaluate and rank proposals based on factors such as investment performance, fees, management criteria, etc.;

Develop a strategy to successfully migrate the current investment options, investment managers, and record-keeping services to the selected service provider;

Assist Committee with successful migration of current investments to new strategies or options including education services, and any other related tasks if a new provider is selected;

Review and make recommendations regarding education and participant training materials developed by the selected plan service provider for completeness and accuracy. Recommend changes with respect to education and participant training materials to assure materials are complete and accurate;

As required, assist the Committee in meeting with or making presentations to various Plans stakeholder groups related to the new contract and the transition process; and

Assist the Committee in the execution of other related transition duties.

F. Additional Services

Occasionally, the Investment Consultant may be expected to provide additional consulting services, assist with other technical issues, or contribute to reports that are not addressed elsewhere in this Scope of Work. Such additional services must be performed on an as-needed basis according to a schedule mutually agreed upon by the Committee and the Investment Consultant.

Discuss other issues that may not have been identified in this Scope of Work but that may be of relevance and importance based upon your firm's experience in providing similar services.

2. Additional Documents required for your Proposal: The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

- EXHIBIT A PROPOSAL SUBMITTAL PAGE - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.
- EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.
- EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.
- EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION - Please fill this form out in its entirety. This form must be notarized.

EXHIBIT E NON-COLLUSION AFFIDAVIT - This form must be notarized.

EXHIBIT F Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

3. Evaluation Process: All proposals will be reviewed, evaluated, and verified by the Committee, assisted by City staff, to determine whether the proposal meets the requirements set forth herein. The Committee, assisted by City staff, will also review and evaluate each cost proposal. The evaluation process is composed of the following steps:

- (1) Review of all Proposals for conformance to this RFP;
- (2) The elimination of all Proposals, which deviate substantially from the basic intent of the solicitation;
- (3) An evaluation of the remaining Proposals;
- (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such);
- (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent;
- (6) Selection of one Proposal which may be recommended to the City of North Las Vegas City Council; and
- (7) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.

4. Evaluation Factors: The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. Completeness of the Proposal (30 points total)
 - Response to RFP provisions (5 points)
 - Respondent 's references (20 points)
 - Respondent 's presentation (5 points)
- B. Management Qualifications (70 points total)
 - Price (60 points)
 - Value-added Proposals within the submittal (10 points)

5. Requirements Specific to Evaluation Criteria

The narrative portion and the materials presented in response to this RFP should be submitted in the same order as requested and must contain, at a minimum, the following:

a. General Information/Background

- i. Provide a general overview of your firm, number of years in business, company headquarter information, type of business, locations where you conduct business, number of employees by classification, current ownership, and names/titles of key officials. Please provide an organizational chart for your firm.
- ii. Provide the name, address, telephone number, and email address of the primary contact for matters relating to this RFP. Also provide the name, title and contact information for the person authorized to execute this contract, if different from the primary contact.
- iii. For all key personnel to be assigned under the City's contract (minimum of 2), summarize their experience in performing work of a similar nature. Provide a resume for key personnel that describes the individuals' credentials, background, and relevant experience. Provide a minimum of three references for which these individuals have provided similar services. Such professional personnel must have not less than five years of experience in the investment/advisory consulting industry. The firm and assigned staff must be qualified from experience to advise the City on the performance of the funds in the portfolio and of the record-keepers.
- iv. Describe your firm's investment consulting experience in assisting similar sized deferred compensation plans to assess fund performance and record-keeper performance.
- v. Complete the following table regarding number of clients by plan asset size:

Plan Asset Size	Total Clients	Public	Corporate	Endowment
Less than \$100 million				
\$100 to \$500 million				
\$500 million to \$1 billion				
Over \$1 billion				

- vi. List your firm's current public sector clients and indicate the type of services provided in the following format:
 - Client Name
 - Size & Type of Plan
 - Number of Participants
 - Years Retained as Consultant
 - Fund Manager Searches (Y/N)
 - Plan Consulting Services (Y/N)
- vii. What was your firm's client turnover during the past three (3) years? Please include

any situations where you elected not to rebid.

2016: Clients Gained? Clients Lost?

2017: Clients Gained? Clients Lost?

2018: Clients Gained? Clients Lost?

- viii. List three characteristics that distinguish your firm from your competitors.
 - ix. Attach the most recent copy of your firm's Form ADV, Part I and II.
 - x. Are any changes in ownership of your firm planned or anticipated? (If yes, please explain.)
 - xi. Is there any past (5 years) or pending litigation against your firm or any member of the consulting staff resulting from its involvement with any deferred compensation, defined contribution, or public/private pension plan? (If yes, please explain.)
 - xii. Has your firm or any member of the consulting staff been involved in any litigation or investigation by a federal or state security, or regulatory agency? (If yes, please explain.)
 - xiii. What is the turnover percentage of key professional personnel within your firm during the past three years?
 - xiv. Would the Committee be able to request removal of a specific staff member assigned to the City's account?
 - xv. Please confirm that you will acknowledge in writing that your firm will be a fiduciary of the City's Plans.
- b. Investment Consulting Services
- i. In narrative form, describe your ability to perform the services in the Scope of Work (Section B).
 - ii. Describe your firm's understanding of the City's deferred compensation plan, including ideas on how the City could enhance its portfolio lineup and reduce fees for participants.
 - iii. Describe your firm's experience working with and presenting portfolio and record-keeper performance to a committee or board responsible for oversight of a deferred compensation plan.
 - iv. Describe your firm's access to sources of current market information to assist in the pricing of the funds in the lineup offered by the record keepers as well as any and all compliance information to keep the plan current with all relevant laws.
 - v. Briefly describe the database that your firm will be using to compare and rank fund managers and fund performance.
 - vi. What methods does your firm use to ensure the accuracy and integrity of the data?

- vii. How long has your firm been providing investment performance measurement reports to clients?
- viii. Attach an example of the performance measurement report you would prepare for the Plan on a quarterly basis.
- ix. Do you have the ability to customize reports for your clients? (If yes, please attach an example.)
- x. How soon after the end of each quarter are performance reports available?
- xi. Has your firm expanded or contracted its investment consulting services in the past three (3) years? (If yes, please explain briefly.)
- xii. How is information (other than performance measurement reports) disseminated to your client and with what frequency? Attach any examples of periodic publications you send to 457, 401(k) or 403(b) clients.
- xiii. List any steps you took to keep your clients informed of developments in the marketplace over the last 18 months. Include copies of correspondence, newsletters, research reports, etc.
- xiv. Briefly describe your firm's process for monitoring legislative, industry and marketing trends.
- xv. List the services, if any, that your firm or affiliates(s) offer in addition to investment consulting services.
- xvi. What percentage of your firm's revenues is generated by investment consulting services?
- xvii. Briefly describe your policies and procedures to prevent possible conflicts of interest, which may result from other services or products provided by or to your firm or affiliated organizations.
- xviii. Does your firm have any financial relationships with brokerage firms, insurance companies, commercial banks, investment banking firms, money management firms, mutual fund companies? (If yes, list the type of company and nature of the relationship.)
- xix. Does your firm accept soft dollar compensation (e.g., for research services) from any affiliated or other firms? (If yes, list the type of company and type of compensation.)
- xx. Do you receive fees or other compensation from any fund managers, or other firms who wish to be maintained on your database? (If yes, please explain.)
- xxi. Do you receive fees or other considerations from any fund managers or other firms for providing information regarding their own or comparative performance, style, analytics, etc.? (If yes, please explain.)
- xxii. Do you receive any other fees or consideration from fund managers, or other firms

in addition to those you included in your responses to the above questions (e.g. conference fees.)? (Y/N. If Yes, please explain.)

xxiii. Are there any other circumstances related to your investment consulting activities under which your firm, its parent, affiliates, joint ventures, directors, officers or employees receive direct or indirect compensation from investment managers? (If yes, list the company, nature of relationship, and reimbursement structure.)

xxiv. Does your organization subcontract any of the services required for this engagement? If so, list the services that will be subcontracted, the name and contact information for the subcontractor, and how long you have had this relationship with the proposed subcontractor. Describe the skills and qualifications of the subcontractor and the names and qualifications of the individuals who will be assigned to the City.

xxv. Describe the process you would recommend to handle the transition of funds from the current line-up to a proposed line-up. How are pre-and post-transition positions tracked and reported? How do you hedge the risks inherent in a transition between funds? How do you communicate key elements of the transition to participants?

c. Plan Consulting Services

i. Has your firm expanded or contracted the range of its plan consulting services in the past three (3) years? (Y/N If yes, please explain briefly)

ii. How long has your firm been providing plan consulting services to governmental 457 deferred compensation plans?

iii. How many total 457 plan clients have you had in the past and how many at present?

iv. Provide the number of clients for whom you currently provide plan consulting services for the following categories:

- Number of 457 clients (government only)
- Number of 401(k) clients
- Number of 403(b) clients

v. List your firm's five (5) key reference resources, including legal and attorney resources, library resources, technology resources, research centers, and professional organizations that support your plan consulting services.

vi. Briefly describe your firm's processes for monitoring fiduciary, legislative, industry, and marketing trends and events.

vii. Do you conduct any client or educational seminars (Y/N if yes, briefly explain the type and frequency)

viii. Have you assisted public sector/government clients in consolidating multiple plans into one plan? If so, please provide details (e.g., case studies of consolidating public sector deferred compensation plans).

d. Fees

i. Provide a fee schedule for each of the following service types:

- Quarterly retainer fee for investment and plan consulting services
- Fees for outside counsel to assist in reviewing and updated Plan documents
- Hourly ad hoc fee for additional services, if any, not included in the Scope of Work (Section B.)
- Other expenses

ii. Provide a fee quote for conducting a record-keeper RFP for the City. Assume the RFP will generate up to eight (8) potential responses and will include:

- Identifying RFP goals and objectives
- Developing the project plan
- Creating the RFP recipient list
- Developing and issuing the RFP in conjunction with the City's Procurement and Payables Department as applicable
- Providing written analysis of the responses
- Conducting (or assisting the Committee with conducting) service provider interviews
- Assisting with contract negotiations
- Assisting with oversight of the transition/implementation process
- Attending at least two (2) additional meetings with City staff in City offices and being available remotely for any additional needed meetings.

6. Award of Contract: The recommendation by the selection committee to Committee to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.

7. Modifications: The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.

8. Rejection of Proposals: The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.

9. Incorporation of Proposal into the Contract: The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2019-005 Investment Consultant**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2019-005 Investment Consultant** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)		LEGAL NAME OF FIRM	
AUTHORIZED SIGNATURE		DATE	
TITLE	TELEPHONE NUMBER	FAX NUMBER	
ADDRESS OF FIRM			
CITY	STATE	ZIP CODE	

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

___ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE ___ ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

EXHIBIT "B"
FORM A
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	RFP 2019-005 Investment Consultant
Address	
Telephone	
EIN or DUNS	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

EXHIBIT "B"
(CONTINUED)

FORM B

CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)

Example Contract 2:

Company Name: _____
Company Address: _____
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____
Company Address: _____
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "D"
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, _____, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by _____ (name of person making statement).

Notary Signature

**EXHIBIT "E"
NON-COLLUSION AFFIDAVIT**



**CITY OF NORTH LAS VEGAS
Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__

Notary Public

My Commission expires: _____

EXHIBIT "F"
WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE