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MEMORANDUM

DATE: September 24, 2012

TO: Mayor and Council

THRU: Rich Dlugas, City Manager RD
Debra Stapleton, Director of Human Resources Division DAS

FROM: Valerie F. Hernandez, Benefit Programs Supervisor VFH

SUBJECT: Recommendation for Approval of Resolution No. 4644 - Approving, Adopting, and Authorizing the Mayor to Execute the Memorandum of Agreement Between the City of Chandler and the ICMA Retirement Corporation, d/b/a ICMA-RC.

RECOMMENDATION: Approve Resolution No. 4644 of the City of Chandler, Arizona, approving, adopting, and authorizing the Mayor to Execute the Memorandum of Agreement between the City of Chandler and the ICMA Retirement Corporation, d/b/a ICMA-RC.

BACKGROUND: On April 24, 2012 staff issued a Request for Proposal (RFP) for a Deferred Compensation 457 Plan and Retirement Health Savings Plan administration, investment and trust services. The RFP was advertised and all registered vendors were notified. Four responses were received and evaluated. The selection process was conducted in accordance with established City policies and procedures. Over a period of four months an evaluation committee consisting of employees from each of the union groups as well as representation from the Employee Council and mid-managers was formed to evaluate the proposal received using the following evaluation criteria: participant education and support services; investments; administration, record keeping, and trust/custodial services; fees; and organizational history and references (vendor qualifications).

The City's employee benefits consulting firm, Buck Consultants provided guidance, subject expertise and coordination of the evaluation process in partnership with Human Resources. The evaluation committee recommended award to ICMA-RC due to their expertise, ability to meet scope of work, qualification and lowest offered pricing/rates. ICMA-RC is the current provider for Deferred

Compensation 457 Plan and Retirement Health Savings Plan administration, investment and trust services.

As part of the recommend agreement a self-directed brokerage account option will be offered. The self-directed brokerage account option will allow participants the option to select advisory services from any manager registered on the TD Ameritrade platform. In addition to the new account option, a member of Buck Consultant's Investment Division assisted the committee in selecting a new investment line-up designed to capitalize on the return on investment for all participants, while maintaining a solid and familiar foundation.

PROPOSED MOTION: Move to approve Resolution No. 4644 of the City of Chandler, Arizona, approving, adopting, and authorizing the Mayor to execute the Memorandum of Agreement between the City of Chandler and the ICMA Retirement Corporation, d/b/a ICMA-RC.

RESOLUTION NO. 4644

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, APPROVING, ADOPTING, AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ICMA RETIREMENT CORPORATION, d/b/a ICMA-RC

WHEREAS on May 14, 2009, the Chandler City Council approved Resolution No. 4290, *A Resolution of the City of Chandler, Maricopa County, Arizona, Approving, Restating, and Adopting and Authorizing the Mayor to Execute the City of Chandler Deferred Compensation Plan and Trust (Plan No. 301601)* referred to herein as the "457 Deferred Compensation Plan;" and

WHEREAS, on May 14, 2009, the Chandler City Council approved Resolution No. 4293, *A Resolution of the City of Chandler, Arizona, Approving, Adopting and Authorizing the Mayor to Execute Three Restated Employer Vantagecare Retirement Health Savings Plan Adoption Agreements* (Plans 801217, 801218, and 801427) (referred to herein collectively as the "Retirement Health Savings Plans"); and

WHEREAS, the 457 Deferred Compensation Plan and three Retirement Health Savings Plans for Chandler's employees, are referred to herein collectively as "the Plans;" and

WHEREAS, the City issued a Request for Proposals for record keeping, administrative and investment services for the Plans ("RFP"); and

WHEREAS, ICMA-RC was selected through the City's procurement process to provide these services for the Plans; and

WHEREAS, the City desires to enter a Memorandum of Agreement and related agreements with ICMA-RC to provide for the administration, management and operation of the 457 Deferred Compensation Plan and for the three Retirement Health Savings Plans; and

WHEREAS, the City Council of the City of Chandler has determined that it is in the best interests of the City of Chandler to approve, adopt and authorize the Mayor to execute this Memorandum of Agreement and related agreements as specified below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler as follows:

SECTION 1: That the City Council of the City of Chandler approves and adopts the *Memorandum of Agreement Between the City of Chandler and the ICMA Retirement Corporation, d/b/a ICMA-RC.*

SECTION 2: That the City Council of the City of Chandler hereby authorizes the Mayor of the City to execute the following Documents:

A. The *Memorandum of Agreement Between the City of Chandler and ICMA Retirement Corporation, doing business as ICMA-RC*;

B. The *City of Chandler Services Agreement – Deferred Compensation 457 Plan and Administration, Investment and Trust Services – Agreement No: HR2-953-3111, between the City of Chandler and ICMA Retirement Corporation* ("City of Chandler Services Agreement");

C. The letter agreement between ICMA Retirement Corporation and the City of Chandler regarding ICMA-RC's processing of emergency withdrawal requests on behalf of the City's 457 Deferred Compensation Plan;

D. The *Administrative Services Agreement Between ICMA Retirement Corporation and City of Chandler, Type: 457, Account #301601*; and

E. The *Administrative Services Agreement, Type: VantageCare RHS, Account Numbers: 801217, 801218, 801427.*

SECTION 3: That the various City officers and employees be and they hereby are authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2012.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY CH for

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4644 was duly passed and adopted by the City Council of the City of Chandler, Arizona at a regular meeting held on the ____ day of _____, 2012, and that a quorum was present thereat.

_____
City Clerk

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CHANDLER AND
THE ICMA RETIREMENT CORPORATION, d/b/a ICMA-RC

PROPOSAL NO.: HR2-953-3111

SUBJECT MATTER: Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services
OPENING DATE & TIME: June 11, 2012, 4:00 p.m., Local Arizona Time

This Agreement made and entered into between the City of Chandler, Arizona, a municipal corporation, hereinafter called the "City", and ICMA Retirement Corporation, a Delaware corporation, doing business as ICMA-RC, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS on May 14, 2009, the Chandler City Council approved Resolution No. 4290, *A Resolution of the City of Chandler, Maricopa County, Arizona, Approving, Restating, and Adopting and Authorizing the Mayor to Execute the City of Chandler Deferred Compensation Plan and Trust (Plan No. 301601)* referred to herein as the "457 Deferred Compensation Plan;" and

WHEREAS, on May 14, 2009, the Chandler City Council approved Resolution No. 4293, *A Resolution of the City of Chandler, Arizona, Approving, Adopting and Authorizing the Mayor to Execute Three Restated Employer Vantagecare Retirement Health Savings Plan Adoption Agreements* (Plans 801217, 801218, and 801427) (referred to herein collectively as the "Retirement Health Savings Plans"); and

WHEREAS, on April 24, 2012, the City issued a Request for Proposals ("RFP") for recordkeeping, administrative and investment services for the 457 Deferred Compensation Plan and three Retirement Health Savings Plans for its employees, which as referred to collectively as "the Plans;" and

WHEREAS, ICMA-RC was selected through the City's procurement process: 1) to enter a contract with the City to provide the 457 Deferred Compensation Plan administration, management and operation; and 2) to amend the City's existing three Retirement Health Savings Plans, in order to extend their term as set forth below and to amend certain terms of those Retirement Health Savings Plan Agreements; and

THAT, WHEREAS, the Mayor and City Council of the City are authorized and empowered by the provisions of the City Charter to execute contracts for professional services.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Contractor as follows:
SECTION I – DESCRIPTION OF PROJECT

A. Under this Agreement, Contractor shall:

1. Act as administrator to the 457 Deferred Compensation Plan and provide all non-discretionary functions necessary for the administration of the Plan, including, but not limited to, such services as record-keeping, maintenance of accounts, investor services, and distribution of benefits; and

2. Provide the investment, maintenance of accounts, record-keeping, reporting and other functions necessary to provide the ICMA Retirement Corporation VantageCare Retirement Health Savings Plan to participants in the City's Health Savings Plans.

B. The initial term of the Agreement shall be from January 1, 2013 ("Effective Date") through December 31, 2015. The Agreement shall continue through the initial term and may be renewed by two subsequent three-year terms. City shall provide notice to Contractor of City's desire to either renew or not renew this Agreement no later than ninety (90) days prior to the end of the initial term and each subsequent term.

C. The Contractor certifies that it is licensed by the State of Arizona to provide the work to be performed under this Contract, if the State of Arizona requires such a license.

D. Contractor's Deviations/Exceptions to Solicitation, contained herein as Contract Document A, are hereby amended to remove the reference to and quotation of Paragraph 12.1.A of the RFP, and to substitute "As to 12.1.G of the RFP:" instead.

SECTION II – CONTRACT DOCUMENTS

A. The entire agreement between the City and the Contractor comprises the Contract Documents, which include this Memorandum of Agreement and Contract Documents A through G, which are attached hereto and incorporated herein by this reference. The Contract Documents and Order of Precedence are as follows:

1. This Memorandum of Agreement.

2. Contract Document A - Contractor's Deviations/Exceptions to Solicitation.

3. Contract Document B – City of Chandler Services Agreement – Deferred Compensation 457 Plan and Administration, Investment and Trust Services – Agreement No: HR2-953-3111, between the City of Chandler and ICMA Retirement Corporation ("City of Chandler Services Agreement").

4. Contract Document C – Administrative Services Agreement Between ICMA Retirement Corporation and City of Chandler, Type: 457, Account # 301601.

5. Contract Document D – Administrative Services Agreement, Type: VantageCare RHS, Account Numbers: 801217, 801218, 801427.

6. Contract Document E – June 6, 2012 Response by ICMA-RC to City of Chandler Request for Proposals for Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services RFP No. HR2-953-3111.

7. Contract Document F – May 23, 2012- Deferred Compensation 457 and Retirement Health Savings Plan Administration, Investment and Trust Services RFP No. HR2-953-3111, Addendum #1.

8. Contract Document G – City of Chandler, Arizona Notice of Formal Solicitation, Request for Proposal, Proposal No. HR2-953-3111.

B. In the event that there is any conflict between Contract Documents, the conflict shall be resolved based on the order of precedence set forth above. For example, if there is a conflict between the City of Chandler Services Agreement – Deferred Compensation 457 Plan and Administration, Investment and Trust Services – Agreement No: HR2-953-3111 (Contract Document B) and the Administrative Services Agreement Between ICMA Retirement Corporation and City of Chandler, Type: 457, Account # 301601 (Contract Document C), Contract Document B will take precedence.

C. Any amendment to these Contract Documents must be in writing and signed by both City and Contractor.

SECTION III – GENERAL TERMS AND CONDITIONS

A. This Agreement sets forth the terms and conditions under which the Contractor shall provide record-keeping, administrative, investment services, and other services to City as set forth in the Contract Documents.

B. This Agreement shall commence January 1, 2013 when Contractor is notified to proceed with agreed services.

SECTION IV - PAYMENTS

For and in consideration of the performance of work herein set forth in the Contract Documents, which are part hereof and in accordance with the direction of the City of Chandler, the City of Chandler agrees to pay the Contractor as set forth in Contract Documents B, C and D.

SECTION V – TERMINATION

A. The City and Contractor hereby agree to the full performance of the covenants contained herein, except that the Agreement may be terminated or cancelled by the City as set forth in the City of Chandler Services Agreement, Contract Document B, at Paragraphs 8 and 14.

B. The Contractor shall receive, as compensation in full for services performed to date of such termination, a fee for the services performed up to the date of termination. The City shall make this final payment within sixty (60) days after the date of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this ____ day of _____, 2012.

CITY OF CHANDLER

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR

By: _____
Title: _____
The International City Management Retirement Corporation, d/b/a ICMA-RC

(SEAL)
ATTEST: _____

DEVIATIONS / EXCEPTIONS TO SOLICITATION

In reviewing the City's RFP, ICMA-RC suggests the following:

1) On page 34 of the RFP, it states:

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

Please note that ICMA-RC requires that termination can only be for cause. All termination provisions (including the consequences of termination) impact our pricing formula and should be addressed (cause terminations or otherwise) in the administrative services agreement. Also, certain investment options, such as the PLUS Fund may have withdrawal restrictions or other consequences.

2) On page 37 of the RFP, it states:

1. INSURANCE:

12.1. Insurance Representations and Requirements:

A. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

Please note that, as required by contract, ICMA-RC includes the waiver on all other liability policies except Professional Liability.

3) On page 20 under 2. *SPECIFIC REQUIREMENTS*, item 4. of *B. Deferred Compensation 457 Plan Services* the RFP states:

Call center availability must be, at minimum, 6:00 A.M. to 5:00 P.M. MST

Please note that ICMA-RC's call center hours are Monday through Friday from 6:30 a.m. to 7:00 p.m. MST on business days that the New York stock exchange is open.

CITY OF CHANDLER SERVICES AGREEMENT
DEFERRED COMPENSATION 457 PLAN AND RHS ADMINISTRATION,
INVESTMENT AND TRUST SERVICES
AGREEMENT NO.: HR2-953-3111

THIS AGREEMENT is made and entered into this day of September, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and ICMA Retirement Corporation, a Delaware corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Human Resource Director/designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by CITY.

1.3. Sub-contractors. During the performance of the Agreement, CONTRACTOR may engage such additional subcontractors as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of CITY for any services that are unique and custom to the CITY only. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: CONTRACTOR shall provide Deferred Compensation 457 Plan and Retirement Health Savings Administration, Investment and Trust Services all as more specifically set forth in the Scope of Services, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this Agreement.

2.3. Advertising, Publishing and Promotion of Contract. CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the CITY.

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1. Pursuant to the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the City that CONTRACTOR and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

2.4.2. A breach of Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the contract.

2.4.3. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the City in the conduct of any such inspections.

2.4.4. The City may, at its sole discretion, conduct random verifications of the employment records of CONTRACTOR and any Subcontractors to ensure compliance with Contractors Immigration Warranty. CONTRACTOR agrees to assist the City in performing any such random verification.

2.4.5. The provisions of this Article must be included in any contract CONTRACTOR enters into with any and all of its Subcontractors, who provide unique or custom services for the CITY only, under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6. In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7. In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

3. ACCEPTANCE AND DOCUMENTATION: [This paragraph intentionally left blank.]

3.1. Records. CONTRACTOR shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of seven years after the completion of the Contract, to include participant indicative data, contribution data, medical reimbursement claims records, individual case review and notes, and any member inquiry records as prudent business practice and provisions dictate.

3.2. Audit. At any time during the term of this Agreement and five (5) years thereafter, CONTRACTOR'S or any Subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

The CONTRACTOR shall also provide an annual audit of its internal administrative operations at no additional cost to the CITY. The audit shall be in the form of the SSAE 16 Service Organization Control (SOC) 1 report issued by an independent auditor. Results shall be delivered to the CITY no later than 90 days after the completion of the annual reporting period.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. Property of CITY. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of CITY. CONTRACTOR is not entitled to a patent

or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY, except to the extent required by law, judicial order, or regulatory request.

4. **PRICE:** CITY shall pay to CONTRACTOR for the completion of all the work and services described herein, , payable as set forth in 1) the Administrative Services Agreement Between ICMA Retirement Corporation and City of Chandler, Type: 457, Account #: 301601, attached as Contract Document C to the Memorandum of Agreement Between the City of Chandler and ICMA Retirement Corporation; and 2) the Administrative Services Agreement Between ICMA Retirement Corporation, Type VantageCare RHS, Account Numbers 801217, 801218, 801427, attached to the Memorandum of Agreement as Contract Document D.

4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Agreement. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. [This paragraph intentionally left blank.]

4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

5. **TERM:**

5.1. The contract term is for a three year period, January 1, 2013 through December 31, 2015, with the option to renew for two additional three-year periods. Additionally, the contract may be extended unilaterally by the City of Chandler for a period of thirty-one days or a portion thereof upon 90 days' notice.

6. **USE OF THIS AGREEMENT:**

6.1. [This paragraph intentionally left blank.]

6.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of CONTRACTOR, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Agreement, the Contract Administrator may demand in writing that CONTRACTOR give a written assurance of intent to perform.

Failure by Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Agreement.

7.2. **Stop Work Order.** The City may, at any time, by written order to CONTRACTOR, require Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1. [This paragraph intentionally left blank.]

8.2. **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Agreement after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. **Gratuities.** CITY may, by written notice, terminate this Agreement, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the

procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to CONTRACTOR, immediately terminate this Agreement if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

10.2. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.3. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.4. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION:

11.1 To the fullest extent permitted by law, and except as set forth in Paragraphs 11.2 and 11.3 below, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement. Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits or judgments under this Section. This Section shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

11.2 Limitation of Liability. The City has elected under Contract Document C, "Administrative Services Agreement Between ICMA Retirement Corporation and City of Chandler, Type: 457, Account # 301601", to make available to participants the option of using their VantageBroker accounts to buy, sell or hold shares of mutual funds and individual securities, selected by Plan participants, that are not among the investment options made available by CONTRACTOR ("Other Investments"). The investment options made available by CONTRACTOR are limited to interests in the VantageTrust Funds and The Vantagepoint Funds. All Other Investments made by participants through their VantageBroker accounts will be selected by the participants in their sole discretion and bought or sold on an unsolicited basis. It is understood and acknowledged that CONTRACTOR, ICMA-RC Services, LLC, Vantagepoint Investment Advisers, LLC, VantageTrust Company, LLC, Vantagepoint Transfer Agents, LLC or any of their respective officers, directors, employees or affiliates ("ICMA-RC Group") will not make recommendations or give advice of any kind to The CITY or participants with respect to such Other Investments or act in a fiduciary capacity for The CITY, participants or the issuers of such Other Investments. Although the ICMA-RC Group may consult with The CITYs regarding fiduciary and other issues related to offering the VantageBroker program, the ICMA-RC Group also will not make recommendations or give advice to The CITY with respect to the advisability of allowing participants to use their VantageBroker accounts to buy, sell or hold "Other Investments" or as to what, if any, specific Other Investments or categories of Other Investments participants should be permitted to invest in through their VantageBroker accounts. All investment decisions with respect to Other Investments will be the sole responsibility of each participant and his or her own financial or other advisors and the ICMA-RC Group is not in a position, nor undertakes any responsibility to give advice to a participant, or make suitability determinations with respect to a participant's investment in Other Investments, or oversee the handling of the VantageBroker third-party broker's responsibility in this regard. The CITY acknowledges and agrees that no persons in the ICMA-RC Group will have any responsibility or liability whatsoever for any loss or damage that The CITY or any participant may incur with respect to such Other Investments, and to the fullest extent permitted by law, The CITY agrees to indemnify and hold harmless each person in the ICMA-RC Group from all losses, damages or claims, including reasonable legal fees and expenses, that may arise in connection with any Other Investments bought, sold or held through VantageBroker accounts by participants of The CITY. Notwithstanding any other provision in the Agreement or this Addendum, ICMA-RC shall not be liable in connection with any claim, loss, damages, or injury resulting from any participant VantageBroker account investment direction, unless ICMA-RC, its officers, agents or employees have acted negligently in executing or failing to execute such direction.

11.3 Notwithstanding the foregoing, Section 7 of Contract Document D, "Administrative Services Agreement, Type: VantageCare RHS, Account Numbers: 801217, 801218, 801427" shall retain its full force and effect,

11.4 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this Agreement.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this Agreement, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Agreement and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.**

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than $2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability. CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability. CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY		In the case of CONTRACTOR	
Contract Administrator:	Debra Stapleton	Firm Name:	ICMA Retirement Corporation
Contact:	Human Resources Director	Contact:	Legal Department
Mailing Address:	P.O. Box 4008, MS 703	Address:	777 N. Capitol St., N.E., Suite 600
Physical Address:	175 S. Arizona Ave.	City, State, Zip	Washington, D.C. 20002-4240

City, State, Zip	Chandler, AZ 85244-4008	Phone:	
Phone:	480-782-2351	FAX:	202-962-4601
FAX:	480-782-2345		

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have an undisclosed conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create an undisclosed conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. **Ownership**. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees, except to the extent CONTRACTOR is required to keep copies to satisfy regulatory obligations to maintain records.

15.2. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. The CONTRACTOR shall notify the CITY within 5 business days of any change in ownership or control affecting 10% or greater interest, any acquisition by it of 10% or greater interest in any subsidiary, and any new agreement with, by or between any affiliates that is relevant to the contract.

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Agreement based on such changes.

15.7. Independent CONTRACTOR. The CONTRACTOR under this Agreement is an independent CONTRACTOR. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Contract.

15.8. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2012.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

EXHIBIT A
CONTRACTOR IMMIGRATION WARRANTY
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: HR2-953-3111			
Name (as listed in the contract):Legal Department, ICMA Retirement Corporation			
Street Name and Number: 777 North Capitol Street, N.E., Suite 600			
City:	**Washington,**	**State: D.C.**	**Zip Code: 20002-4240**

I hereby attest that:

1. Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Agreement;

2. All subcontractors performing work under this Agreement comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee: Angela Montez

Printed Name: Angela Montez

Title: Assistant Secretary

Date (month/day/year): September 18, 2012

EXHIBIT B
SCOPE OF SERVICES

Please indicate your agreement to all Scope of Services below in your submission in a specified section titled "Scope of Services". In addition, any exceptions, deviation or clarifications to your response must be fully briefly explained in the "Deviation" section of your response (included on the second tab of the Contractor Questionnaire included in Attachment B).

A. The Initial fees and contract terms shall be guaranteed at minimum effective January 1, 2013 through December 31, 2015.

B. The initial contract term shall be awarded for three years with the option to renew for two additional three-year periods.

C. The Contractor shall provide administrative and trust services for the 457 Plan, including the following:

- Monthly on-line enrollments and new participant account setups on a secure website
- Bi-Weekly and monthly contribution, loan repayment and participant indicative data update files from the City
- Bi-Weekly contribution changes and loan repayment data (new loan starts and repayment stops) to the City
- Daily account valuation and transaction processing
- Roth 457 contributions and account maintenance
- Catch-up contributions and administration of Catch-up contribution eligibility
- Self Service Transactions – On-line account access to a secure website for purposes of making contribution rate changes, contribution investment changes and inter-fund transfers/balance reallocations
- On-line loan modeling
- Online loan, withdrawal and distribution processing per plan rules. Withdrawals are available online for participants who separated from service. Hardship withdrawals and any other in-service withdrawals allowed under plan rules are not available online.
- On site representative(s) to provide enrollment services, financial guidance and retirement planning advice in in one-on-one meetings with individual participants (by appointment, minimum one day per month)
- On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs
- Passive Directed Trust Services through a third-party provider with Contractor providing plan administration and making investment options available.
- Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ
- Employee Fund Detail Sheets/Prospectuses
- QDRO services (account holds and QDRO qualifications)
- QDRO account split/distribution calculations and new account setups
- Hardship withdrawal qualification based on safe harbor requirements
- Contractor accepts electronic acknowledgement from participants for certain legal disclosures. These are part of secure transaction requests submitted via the Internet.
- Investment Management integration ('Guided Pathways managed accounts or model portfolios based on on-line risk tolerance questionnaire)
- Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)
- Annual investment monitoring and notification of fund manager changes (currently 50 funds)
- Quarterly reports to City Benefits personnel illustrating new enrollment activity, contribution and loan repayment activity, new loans (number and total dollar value), distributions (number and

total dollar value), and reconciliations of all investment fund options (including Clearing Account, if applicable)

- Legislative Changes, Compliance Services, DOL Fee Disclosure

D. The Contractor shall agree to administer the three Retirement Health Savings (RHS) plans and provide claims reimbursement services for those plans in accordance with the City of Chandler's in-force practices, policies and procedures.

E. The Contractor will provide Investing for Retirement Goals, newsletters and other communications at no additional cost to the City. Customization is provided for seminar presentations and fliers. Periodic additional letter inserts can be included in the quarterly statement.

F. The Contractor will provide any professional service representatives the City requires to understand, analyze, and/or plan for any plan changes including but not limited to general account servicing, legislative developments and operational support.

G. The Contractor shall agree to participate in any open enrollment or special enrollment activities as specified by the City and shall provide materials and staff support as required at no additional cost to the City.

H. The Contractor agrees that the City may at any time request a change in key personnel assigned to service the client account. In addition, should there be a change in key assigned personnel, the City will be immediately notified and replacement personnel will be replaced with personnel of substantially equal ability and qualifications as established at the time of the award.

I. The Contractor shall provide an annual audit of its internal administrative operations at no additional cost to the City. The audit shall be in the form of the SSAE 16 Service Organization Control (SOC) 1 report issued by an independent auditor. Results shall be delivered to the City no later than 90 days after the completion of the annual reporting period..

J. Contractor must adhere to all performance guarantee requirements mutually agreed by the successful Contractor and the City as finalized with the Award of this Agreement.

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Chandler

Type: 457

Account #: 301601

RS

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2012 (herein referred to as the "Inception Date"), between the International City/County Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Chandler ("Employer"), a City organized and existing under the laws of the State of Arizona with an office address at Chandler City Manager, 175 S. Arizona Avenue, P.O. Box 4008, M.S. 605, Chandler, Arizona 85244.

RECITALS

Employer acts as public plan sponsor of a 457(b) deferred compensation retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide" ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

On May 14, 2009, through approval of its Resolution No. 4290, Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or

local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VantageTrust Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VantageTrust Retirement Income Advantage Fund.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.

(i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

(a) **Participant Fee.** There will be an annual participant fee of $69 for basic plan services. The fee will be deducted directly from Participant plan assets on a quarterly basis, at the beginning of each quarter, for any Participant account having a balance in the Plan at the end of the prior quarter. Should ICMA-RC not be able to take a full quarterly participant fee from any account(s) due to insufficient funds, the shortfall incurred by ICMA-RC shall be made up by any amounts received by ICMA-RC pursuant to Section 7(b).

(b) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds**. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or

compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.

(c) **Administrative Allowance.** ICMA-RC shall provide an administrative allowance quarterly to the Plan in an amount equal to any revenue received pursuant to Section 7(b), to the extent such revenue is not used to make up any shortfall pursuant to Section 7(a). The Plan understands that the Plans' administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Plan.

(d) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

(e) **Payment Procedures**. All payments pursuant to Section 7(a) shall be deducted directly from Participant accounts. All payments to ICMA-RC pursuant to this Section 7, with the except of subsection 7(a) shall be made from Plan assets held by the Trust or received from third party mutual funds or their service providers in connection with Plan assets invested in such third party mutual funds, to the extent not paid by the Employer. The amount of Plan assets held through the Trust shall be adjusted by the Trust as required to reflect any such payments as are made from Plan assets invested in the Trust. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set forth in this Section 7 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and the submission of contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation and payment of this Section 7 is also contingent upon the Employer selecting the VantageTrust PLUS Fund as its stable value option. If, at any point, the City of Chandler decides that the VantageTrust PLUS fund will not be used as its stable value option, then the annual participant fee charged under 7(a) will be $88 instead of $69 for basic plan services. ICMA-RC retains full discretion to release employer-initiated PLUS Fund withdrawals in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection a replacement investment option for the PLUS Fund under the Employer's Plan. This restriction on employer withdrawals

from the PLUS Fund does not apply to participant directed withdrawals from the Fund.

8. Contribution Remittance

Employer understands that amounts invested through the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Term

This Agreement shall be in effect and commence on January 1, 2013, provided that all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend three (3) years from that date. This Agreement will be renewed automatically two (2) additional 3 years terms and thereafter for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VantageTrust PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VantageTrust PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VantageTrust PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below

or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **ICMA-RC**: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

The Memorandum of Agreement Between the City of Chandler and ICMA Retirement Corporation, d/b/a ICMA-RC ("Memorandum of Agreement"), approved and executed concurrently with this Agreement, sets forth the parties' agreement for ICMA-RC to provide administration, management, and operation services for the Employer's 457 Deferred Compensation Plan. This Agreement is Contract Document C, which is incorporated into that Memorandum of Agreement. Subject to the terms of the Memorandum of Agreement, this Agreement shall constitute the complete and full understanding between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Subject to the terms of the Memorandum of Agreement, this Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in the Memorandum of Agreement or this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

Plan number 301601

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF CHANDLER

By _____ Date _____
Signature

_____
Name and Title (Please Print)

APPROVED AS TO FORM:

_____
City Attorney CH for

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Trust. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other and documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities

markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp

(j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.

(k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.

(l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.

As of the Inception Date, participant loan fees are as follows, but may be subject to change:

- Loans
- One-time Setup fee – $75 per loan application, re-amortization or re-financing.
- Annual fee – $50 annual fee per outstanding loan.
- ACH reject fee – $20 per incident for ACH returns.

(m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.

As of the Inception Date, annual per-participant fees are as follows, but may be subject to change:

- Asset Allocation Guidance – No charge.
- Fund Advice –$20 per participant.
- Managed Accounts –

Account Balance	*Annual Fee*
First $25,000	0.60%
Next $25,000	0.55%
Next $50,000	0.45%
Next $150,000	0.35%
Over $250,000	0.25%

(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

(o) Financial Plans are available to participants on an annual basis based upon the following fee schedule:

- Snapshot Financial Plan – no charge
- Goal Specific Financial Plan – no charge for participants who have $100,000 or more in retirement plan assets record-kept by ICMA-RC (otherwise $175)
- Comprehensive Financial Plan – no charge for participants who have $200,000 or more in retirement plan assets record-kept by ICMA-RC (otherwise $450)

(p) As directed by the Employer, through the letter agreement approved and executed concurrently with this Agreement and in the form attached to this Agreement as Exhibit C, unforeseen emergency withdrawals will be administered by ICMA-RC.

(q) ICMA-RC will make available a self-directed brokerage option pursuant to the terms set forth in Exhibit B.

Exhibit B

Self-Directed Brokerage

Participants in the City of Chandler's 457(b) deferred compensation plan ("Plan") are eligible to establish a self-directed brokerage account. ICMA-RC and City of Chandler agree to the following:

1. General. ICMA-RC will make available to participants in City of Chandler's Plan the VantageBroker self-directed brokerage account option through ICMA-RC's relationship with TD AMERITRADE ("TDA"), a broker-dealer registered with the Securities and Exchange Commission ("SEC"). TDA will hold in each self-directed brokerage account all securities, cash and other property transferred to the account on behalf of a participant, and will disburse the same in accordance with directions of each participant electing the self-directed brokerage account option. All securities are offered by TD Ameritrade.

2. Investment Options. Investments under the VantageBroker account option may be made in shares of available registered mutual funds or other securities.

3. Account and Transfer Minimums. The VantageBroker option made available to participants with a minimum $15,000 in Core Funds, which is defined as a participant's account balance in the participant's accounts with ICMA-RC, excluding VantageBroker investments. The initial transfer from Core Funds to VantageBroker must be at least $5,000 with subsequent minimum transfers of $1,000. Following a transfer of funds to the VantageBroker account, the core account balance must be at least $10,000.

4. Account Information and Transactions. Access to VantageBroker information and transactions can be made through ICMA-RC's website, by calling ICMA-RC, or by contacting TD Ameritrade directly.

5. Fees. For services provided in connection with the VantageBroker option, ICMA-RC will charge each participant who opens a VantageBroker account a one-time $50 set-up fee. The Fees charged by TDA are set forth in TDA's account documents. No third-party fees, including investment advisor fees, may be paid from participant's VantageBroker account without the express written authorization of the City of Chandler.

6. Additional Compensation. TDA may from time to time, and from monies independent of Plan assets, compensate ICMA-RC for the administrative services provided for VantageBroker accounts. Such compensation, if any, shall be fully disclosed to City of Chandler annually.

7. Arbitration. The parties hereto agree to settle by arbitration any controversy between or among ICMA-RC, its affiliates, officers, directors or employees, City of Chandler, the Plan or a Plan participant, which controversy relates to the VantageBroker option or participant directed transactions thereunder, a participant's payment of fees, or ICMA-RC's actions or omissions in connection with a VantageBroker account. Such arbitration will be conducted in accordance with the securities arbitration rules then in effect of the American Arbitration Association, the Financial Industry Regulatory Authority ("FINRA"), or any registered national securities exchange. Any award made by an arbitrator shall be final, and judgment on it may be entered by any court having jurisdiction.

8. Delivery of Documents. To the extent required by law, TDA shall forward to participants, or to City of Chandler for distribution to participants, documents received by TDA relating to voting rights or other rights accruing from investments purchased through a participant's VantageBroker account, including, but not limited to, proxies, options, warrants, tenders, reports, and offering circulars. ICMA-RC will not receive such documents and therefore cannot be responsible for their delivery to participants.

9. Complaint, Correspondence, Participant Inquiries. ICMA-RC agrees to forward immediately to City of Chandler any complaint from a participant concerning VantageBroker, or any document, correspondence, complaint, or inquiry from any regulatory authority, including, but not limited to, the SEC, FINRA, state securities departments, state insurance departments, or state banking departments concerning VantageBroker that names or refers directly or indirectly to City of Chandler or its agents (with relation to the City of Chandler).

10. Confidential Information. All information provided to ICMA-RC by City of Chandler or Plan participants in connection with a VantageBroker account shall be regarded by ICMA-RC as confidential and shall not be used by ICMA-RC in connection with any matter other than Plan or VantageBroker account administration without prior written consent of City of Chandler, or participant, as appropriate.

EXHIBIT C

City of Chandler 175 S. Arizona Ave.
P.O. Box 4008, M.S. 605
Chandler, AZ 85225
Dear City of Chandler:

This letter sets forth the mutual understanding and agreement between ICMA Retirement Corporation ("ICMA-RC") and City of Chandler ("Employer") regarding ICMA-RC's processing of emergency withdrawal requests on behalf of participants in the Employer's 457 Deferred Compensation Plan ("Plan").

By executing this letter, Employer and ICMA-RC hereby agree as follows:

1. ICMA-RC will receive emergency withdrawal requests from participants with Plan accounts maintained by ICMA-RC, and will determine within a reasonable time whether any such request complies with the criteria for an unforeseeable emergency under section 457 of the Internal Revenue Code ("Code") and related regulations.

2. ICMA-RC shall make available to the Employer and participants in the Plan copies of the ICMA-RC 457 Deferred Compensation Plan Emergency Withdrawal Form ("Form") to be used in connection with emergency withdrawal requests. Employer will notify participants that they must complete the Form and submit it, along with documentation required to support the amount of the withdrawal requested, to ICMA-RC for processing.

3. Employer understands and agrees that adequate supporting documentation must be provided by a participant in order for ICMA-RC to make a determination regarding compliance of the employee's request with the Code and regulatory requirements, and that a request that does not include such documentation will be denied. A participant may resubmit an emergency withdrawal request so denied, along with the necessary supporting documentation, for reconsideration by ICMA-RC.

4. Employer agrees to hold ICMA-RC harmless in connection with any claim or liability arising as a result of ICMA-RC's processing of emergency withdrawal requests under the Plan, unless such claim or liability results from the negligence or willful misconduct of ICMA-RC or its employees, directors, officers or agents.

5. Employer further acknowledges and agrees that Employer retains the ultimate discretionary authority with respect to final decisions regarding a participant's emergency withdrawal request.

6. The term of this Agreement shall be in effect and commence on January 1, 2013 and shall continue for so long as the Administrative Services Agreement Between ICMA Retirement Corporation and the City of Chandler is in effect, provided, however, that

the Employer may choose to terminate this letter agreement upon _____ days' notice to ICMA-RC, without terminating that Administrative Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be executed by its duly authorized officer this _____day of _____ , 2012.

ICMA Retirement Corporation

By: Angela C Nardy

Title: Assistant Secretary

Date: 9/18/12

City of Chandler

By:_____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

City Attorney CH for

ATTEST:

_____

City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

Type: VantageCare RHS

Account Numbers: 801217, 801218, 801427

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the_____day of_____, 20____ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Chandler ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Arizona with an office at Chandler City Manager, 175 South Arizona Avenue, P.O. Box 4008, M.S. 605, Chandler, Arizona 85225.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

(a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;

(b) maintenance of individual accounts for participants reflecting amounts contributed,

income, gain, or loss credited, and amounts disbursed as benefits;

(c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;

(d) communication to participants of information regarding their rights and elections under the Plan;

(e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and

(f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

(c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this

Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.

(e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

(f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

5. Compensation and Payment

(a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.

(i) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of $25,000 or more:

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a $25 annual account fee will be charged

quarterly to each Accountholder's account.

(iii) Account administration fees are subject to change with appropriate prior notification.

(b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation from the Vantagepoint Funds for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus and Statement of Additional Information.

Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class.

6. Custody

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

7. Responsibility

(a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.

(b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

8. Term

This Agreement shall be in effect for an initial term beginning on January 1, 2013, provided that it has been executed by the parties, and ending three (3) years from that date. This Agreement will be renewed automatically for two (2) additional 3 years terms and thereafter for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

9. Amendments and Adjustments

(a) This Agreement may not be amended except by written instrument signed by the parties.

(b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.

(c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

10. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

11. Complete Agreement

The Memorandum of Agreement Between the City of Chandler and the ICMA-RC Retirement Corporation, d/b/a ICMA-RC ("Memorandum of Agreement") sets forth the parties' agreement that ICMA-RC will provide the administration, management and operation services for the City's three Retirement Health Savings Plans. This Agreement is Contract Document D, which is incorporated into the Memorandum of Agreement.

Subject to the terms of the Memorandum of Agreement, this Agreement shall constitute the complete and full understanding between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in the Memorandum of Agreement or this Agreement are of no force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF CHANDLER

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

_____
City Attorney

INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

By _____
Angela C. Montez
Assistant Corporate Secretary

City of Chandler

Request for Proposals for Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services RFP No. HR2-953-3111

ICMA
Building Retirement Security

Submitted by ICMA-RC

Proposal Due: June 11, 2012

Contact: Michael Collins, Regional Manager
Phone: 303-997-6210
Email: mcollins@icmarc.org

Corporate Headquarters:
777 North Capitol Street, NE
Suite 600
Washington, DC 20002-4240
(202) 962-4600

ICMA

Building Retirement Security

June 6, 2012

Kristy Garcia, CPPB
Purchasing Division
City of Chandler
175 South Arizona Avenue
Chandler, Arizona 85225

Re: Request for Proposals for Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services; RFP No. HR2-953-3111

Dear Ms. Garcia:

ICMA-RC welcomes this opportunity to describe the advantages of retaining us as the City's sole provider of Section 457 deferred compensation plan and Retirement Health Savings plan administration, investment management, enrollment, and educational services.

One of ICMA-RC's strengths is our dynamic group of people with a goal: to enrich the lives of public employees. We have been honored to devote our efforts to serving the City, and will build on our 40 years of public sector experience in designing an enhanced program for the City's employees. You can be assured that ICMA-RC will continue to provide the City with a proven, dependable, value-added system for meeting the retirement planning needs of the participants served by the plan.

With this letter, I attest that the information contained herein is complete and accurate and that I am authorized to commit ICMA-RC to providing the services described in this proposal.

We consider portions of our response to be exempt from disclosure under Arizona's public records law, pursuant to Arizona Statutes section 39-121.01(D)(2), because they are proprietary trade secrets as defined by Arizona's Uniform Trade Secrets Act. Such portions are marked "Confidential – Trade Secret". Public release of material so designated now or at any time in the future would cause substantial injury to ICMA-RC's business. Therefore, we respectfully request that the City keep ICMA-RC's trade secrets strictly confidential and not release them in response to requests made under the public records law.

Vantagepoint Funds are distributed by ICMA-RC Services, LLC, a wholly owned broker-dealer subsidiary of ICMA-RC, member FINRA/SIPC.

ICMA RETIREMENT CORPORATION | 777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
TEL: 202-962-4600 | FAX: 202-962-4601 | TOLL FREE: 800-669-7400 | EN ESPAÑOL LLAME AL: 800-669-8216 | INTERNET: www.icmarc.org

ICMA

Building Retirement Security

Seeing ICMA-RC and the City continue a successful partnership is a top priority for the entire ICMA-RC team, and we look forward to your review of our proposal. If you have any questions regarding any aspect of our service, please feel free to contact Mr. Michael Collins, Regional Manager at 303-997-6210.

Sincerely,

Angela C. Montez, Managing Vice President, Deputy General Counsel and Assistant Secretary

Enclosures

Chandler • Arizona
Where Values Make The Difference

CITY OF CHANDLER, ARIZONA

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE: **REQUEST FOR PROPOSALS**

SOLICITATION NO.: HR2-953-3111

PROPOSAL DUE DATE AND TIME: June 11, 2012 – 4:00 pm local Arizona time

LOCATION:
Purchasing Division
175 S Arizona Ave, 3RD Floor
Chandler, Arizona 85225

MAILING ADDRESS:
Mail Stop 901
P.O. Box 4008
Chandler, AZ 85244-4008

Note: There will be a Pre-Proposal Conference at the 3rd Floor Large Conference Room/City Hall Conference Rooms, 175 S Arizona Ave, 3rd Floor, Chandler, AZ on May 10, 2012 at 9:00 am local Arizona time.

Sealed proposals for the commodity or service specified will be received by the Purchasing Division, City of Chandler, 175 South Arizona Avenue, Chandler, Arizona 85225, until the time and date cited above. Names of Offerors received by the correct time and date will be opened publicly and read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Purchasing Division staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the solicitation invitation number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided on the following pages.

Commodity and/or Service **Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services**

Issue Date: April 24, 2012

CONTACT:

Kristy Garcia, CPPB
Procurement Officer
PH: (480) 782-2402 / FAX: (480) 782-2410
Email: kristy.garcia@ChandlerAZ.gov

THIS OFFER IS SUBMITTED BY:

Name of Company ICMA-RC

Contact Name Michael Collins, Regional Manager

IMPORTANT
VENDOR / OFFEROR'S CHECK LIST

☒ 1. The offer has been signed in the Vendor/Offeror's Offer Section. (Offers not signed in this section will not be considered.)

☒ 2. The prices offered have been reviewed.

☒ 3. The price extensions and totals have been checked.

☒ 4. Any required drawings or descriptive literature have been included.

☒ 5. All items listed in the Offer Section have been responded to as applicable / required. (See Information and Instructions to Offerors, Section 2). The delivery/shipment information has been included.

☒ 6. Any addendums have been included/noted in Offer Section.

☒ 7. The mailing envelope/package has been addressed to:

Location:	Mailing:
City of Chandler	City of Chandler
Purchasing Division	Purchasing Division
175 S. Arizona Ave., 3rd Floor	MS 901, P.O. Box 4008
Chandler, AZ 85225	Chandler, AZ 85244-4008

☒ 8. RFP Package/Envelope has been identified with RFP number and title.

☒ 9. The offer is mailed in time to be received and stamped in by Purchasing representative no later than specified time on designated date. (Otherwise the offer cannot be considered.)

☒ 10. Required Certificate of Insurance with required limits will be provided prior to award.

☒ 11. Contractor Immigration Warranty (Exhibit A) has been signed and included with Offer.

ATTACHMENTS that MUST be completed with submission of offer as stipulated as an RFP requirement:

A. ..... Respondent Questionnaire
B. ..... Respondent Proposed Fund Lineup
C. Pricing Sheet
D. Deviations to Scope of Services (last tab in the Respondent Questionnaire)
E. Amendments (if necessary)

SECTION 3
OFFER SECTION – ATTACHMENT A
(Including all information required to be submitted with Offer)

1. **OFFEROR**

Firm Name: ICMA Retirement Corporation

Contact Name: Michael Collins, Regional Manager

Principal Address: 777 North Capitol St., NE

Washington, DC 20002

Phone: (202) 962-4200

Local Address: 1120 Lincoln Street, Suite 708,

Denver, CO 80203

Phone: 720-282-3149

Fax: (202) 962-4601 c/o Michael Collins

E-Mail: mcollins@icmarc.org

Type of Organization: Non-profit non-stock corporation

Tax ID #: 23-7268394

License #: N/A. Please see the attached Certificate of Good Standing issued by the State of Arizona verifying that ICMA-RC has obtained authority to conduct affairs in the state of Arizona has been included with the completed Offer Section – Attachment A.

2. Exceptions to RFP: Please see the attached Exceptions to Solicitation document
(See Information & Instructions §6.5.4 Exceptions to Solicitation)

3. Disclosure of Debarment information: N/A
(See Information & Instructions §6.5.5 Disclosure

4. Prices:

A. Price list (Refer to Attachment C)

B. Prompt Payment Terms: N/A

C. Will you accept a City Procurement Card (MasterCard) for payment of invoices? N/A

D. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes.

5. Receipt of Addenda:

Offeror acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
Addendum 1	March 24, 2012

DEVIATIONS / EXCEPTIONS TO SOLICITATION

In reviewing the City's RFP, ICMA-RC suggests the following:

1) On page 34 of the RFP, it states:

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

Please note that ICMA-RC requires that termination can only be for cause. All termination provisions (including the consequences of termination) impact our pricing formula and should be addressed (cause terminations or otherwise) in the administrative services agreement. Also, certain investment options, such as the PLUS Fund may have withdrawal restrictions or other consequences.

2) On page 37 of the RFP, it states:

1. INSURANCE:

12.1. Insurance Representations and Requirements:

A. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

Please note that, as required by contract, ICMA-RC includes the waiver on all other liability policies except Professional Liability.

3) On page 20 under *2. SPECIFIC REQUIREMENTS*, item 4. of *B. Deferred Compensation 457 Plan Services* the RFP states:

Call center availability must be, at minimum, 6:00 A.M. to 5:00 P.M. MST

Please note that ICMA-RC's call center hours are Monday through Friday from 6:30 a.m. to 7:00 p.m. MST on business days that the New York stock exchange is open.

6. Intent to be bound by Offer:

SIGNATURE PAGE

If OFFEROR is:

An Individual

By: N/A
(Individual's Signature)

(Printed or typed Name of Individual)

Doing business as: _____

License or Registration No.: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

A Partnership

By: N/A
(Firm Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

A Corporation

By: ICMA Retirement Corporation
(Corporation Name)

Delaware
(State of Incorporation)

By: [signature]
(Signature of Officer Authorized to Sign)

Angela Montez, Managing Vice President, Deputy General Counsel and Assistant Secretary
(Printed or Typed Name of Officer)

Attest: _____
(Secretary)

Federal I.D. Number: 23-7268394

Business Address: 777 North Capitol Street, NE, Suite 600

Washington, DC 20002-4240

Phone No: (202) 962-4600

Fax No: (202) 962-4601 c/o Michael Collins

A Joint Venture

By: N/A
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

By: _____
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF INSURANCE REQUIREMENT

I hereby certify that as an Offeror to City of Chandler for the **Deferred Compensation 457 Plan and RHS Administration, Investment and Trust Services; Contract No. HR2-953-3111**, I am fully aware of Insurance Requirements contained in the Contract and by the submission of this offer, I hereby assure City of Chandler that I am able to produce the Insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City of Chandler, and then become unable to produce the Insurance coverage specified within ten working days, I am fully aware and understand that I may not be considered for further projects by City of Chandler.

Please see the attached EXCEPTIONS TO SOLICITATION document included with OFFER SECTION – ATTACHMENT A.

Signature of Offeror

ICMA Retirement Corporation
Company

6/7/12
Date

EXHIBIT A
CONTRACTOR IMMIGRATION WARRANTY
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: HR2-953-3111		
Name (as listed in the contract): ICMA Retirement Corporation		
Street Name and Number: 777 North Capitol Street, NE, Suite 600		
City: Washington	**State: DC**	**Zip Code: 20002-4240**

I hereby attest that:

1. Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: **Angela C. Montez** Angela C. Montez

Title: **Managing Vice President, Deputy General Counsel and Assistant Secretary**

Date (month/day/year): 6/7/12

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

******THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT COR******

a foreign nonprofit corporation organized under the laws of Delaware did obtain authority to conduct affairs in the state of Arizona on the 4th day of March 1988.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capitol, this 24th Day of September, 2001, A. D.

EXECUTIVE SECRETARY

BY: Craig Campbell

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
* 1912 *

Arizona Corporation Commission
State of Arizona Public Access System

06/04/2012 7:08 AM

Corporate Status Inquiry
File Number: F-0040444-0
Corp. Name: THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT COR

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

Print Certificate | Reprint Certificate

Return to Corporate Inquiry

03/16/2012

Arizona Corporation Commission
Electronic Filing
Document Information

10:19 AM

CONGRATULATIONS!
• Please print a copy of this E-filed document and keep for your records until an approved annual report is posted to the official Commission database. • Thank you for E-filing!

Document Information			
Your Order Number is: 735158			
Annual Report: A12			
Due Date: 04/04/2012			
Fee: 10.00			
Penalty: 0.00			
Reinstatement: 0.00			
Expedite:			

Corporate Information			
File Number: F-0040444-0			
Corporation Name: THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT COR			
Corporation Address: 777 N CAPITOL ST NE #600			
Corporation Address:			
Corporation Address:			
City: WASHINGTON	**State:** DISTRICT OF COLUMBIA	**Zip-Code:** 20002-4240	**County:**
State of Domicile: DELAWARE			
Secondary address: Foreign Corporations Must Complete			
Address: % CORPORATION SERVICE COMPANY			
Address: 2338 W ROYAL PALM RD STE-J			
Address:			
City:PHOENIX	**State:** ARIZONA	**Zip-Code:**85021	**County:**

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EXECUTIVE SUMMARY

Thank you for the opportunity to respond to the City of Chandler's Request for Proposal for your 457 Deferred Compensation and Retiree Health Savings (RHS) Plans. This Executive Summary provides a quick overview of our proposal response and a review of what we believe makes us unique.

About ICMA-RC

Created in 1972 by the public sector, our beginnings were humble; we started with one plan and one participant. Our mission was simple – build retirement security exclusively for public sector employees.

Today we still serve only the Public Sector. But our company has grown dramatically: as of March 31, 2012, we administer over 9,000 plans for more than one million public sector plan participants representing over $41.6 billion in assets under administration. You already know us as your current plan provider. However, we hope that through this proposal response, we also can convey to you that there is no firm better suited to continue to serve your needs than ICMA-RC. Below are a few key reasons why we believe ICMA-RC is a good fit to administer all of your Plans;

- **Competitive pricing**: ICMA-RC is committed to full fee disclosure and providing the best overall value to all of the plans and participants we serve.
- **Relevant Public Sector Experience**: We understand the unique administration and regulatory requirements of the public sector market place.
- **Consistent local on-site service**: Your Retirement Plans Specialist, Randall Neis, has served the City for five years and is very familiar with your employees. If we are fortunate to earn your continued business as a result of this RFP, Mr. Neis will be able to continue to guide your employees regarding these Plans. Also our on-site service team of, Michael Collins, Regional Manager and Tom Axline, CFP®, is committed to continue to provide top quality service. Your proposed ICMA-RC on-site service team has over 40 years of industry experience including more than 25 years at ICMA-RC.
- **Efficient Administration**: By selecting ICMA-RC, you can be certain that there will no interruption of services or additional administrative burden by having to coordinate a transition of existing Plans. Our commitment to provide an error free environment of service will continue.
- **Strong Customer Satisfaction**: Our tracking shows we have an industry-leading plan retention rate of 99.7% in plan year 2011 and we have met or exceeded a 99.5% client retention rate for each of the past 8 years.

As a national, non-profit organization dedicated exclusively to the service of public sector retirement plans, ICMA-RC has the distinctive combination of educational, administrative, record keeping, and investment services to meet all of the needs of the City of Chandler and your Plan participants. ICMA-RC's proposed on-site service team will provide you with proven, experienced, dependable associates dedicated to helping Chandler employees Build Retirement Security.

Conclusion

You will likely receive several qualified bids to consider as a result of this RFP. However, we believe that no one has more relevant public sector experience or will take better care of your participants than ICMA-RC. Our trained, locally-based staff additionally stays knowledgeable of the ASRS and PSPRS pension systems and assists your employees in coordinating their 457 and RHS benefits.

We are truly excited about this opportunity to respond to your RFP and to continue to serve the City of Chandler 457 Deferred Compensation Plans, RHS plans and Plan participants. Thank you for reviewing our proposal. If you have any questions please contact Mr. Michael Collins, Regional Manager, at (888) 883-8575.

The ICMA-RC Difference – "Putting Clients First"

We know you have several choices, but at ICMA-RC, we believe we are the ones that will make the difference for your employees. We have identified areas in our RFP response where we believe ICMA-RC stands above others. As you are reviewing our response, please look for these icons to get a quick perspective of how ICMA-RC puts clients first.

The Differentiator Seal highlights the unique features and benefits of selecting ICMA-RC as your service provider.

The Awards and Recognition Seal showcases the ICMA-RC services that have won awards or received industry recognition.

The Focal Point spotlights or summarizes the main point of the response.

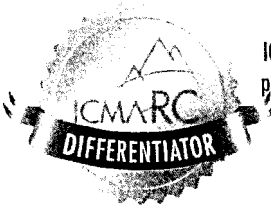
6. OFFER PREPARATION

6.5. Content. The Offer Section shall contain all of the following information:

6.5.1. Brief description of the Offeror, including legal organization.

ICMA-RC is dedicated to providing comprehensive retirement plan services tailored to the public sector. Founded in 1972, ICMA-RC has provided defined contribution plan administration, investment, and education services for public sector employers and their employees for over 40 years. With approximately 700[1] employees, we focus on providing high quality, flexible record keeping services and value added education based on the specific need of each life stage of each participant. Our success in serving the retirement planning needs of public employees across the country is reflected in our mission statement: **We Help Public Employees Build Retirement Security.**

ICMA-RC's primary business is the administration of Internal Revenue Code ("Code") §457 deferred compensation plans, Code §401 qualified defined contribution plans, individual retirement accounts, and retirement health savings plans for public employers and their employees. As of March 31, 2011, we serve over 9,000 public sector employers with over a million participant accounts and total assets under administration of more than $41.6 billion.



ICMA-RC was created for the sole purpose of providing high-quality retirement plan services exclusively to the public sector.

ICMA-RC, an independent, non-profit corporation, is one of several affiliated but legally separate entities:

ICMA Retirement Corporation ("ICMA-RC") is a non-profit Corporation established in 1972 to assist state and local governments and their agencies and instrumentalities ("Plan Sponsors") in the establishment and maintenance of retirement plans ("Retirement Plans") for their public sector employees ("Participants"). ICMA-RC offers a full range of retirement plan administration services to Plan Sponsors, including administration, recordkeeping, and education services.

In addition to offering retirement plan services, ICMA-RC, in its capacity as an investment adviser registered with the SEC, provides investment advisory, management, and administrative services to VantageTrust Company in respect to the investment options made available through VantageTrust. ICMA-RC also provides investment advisory services directly to individual Participants through the Guided Pathways®[2] program, a platform for the delivery of various discretionary and non-discretionary investment advisory services. Additionally, ICMA-RC provides financial planning services through certified ICMA-RC associates who conduct retirement planning sessions and individual consultations with Participants. ICMA-RC also offers investment advisory services to

[1] As of December 31, 2011, ICMA-RC employed 700 associates. Human Resources statistical data is calculated on an annual basis.

[2] Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.

public employers who pre-fund other post-employment benefits, such as post-employment healthcare.

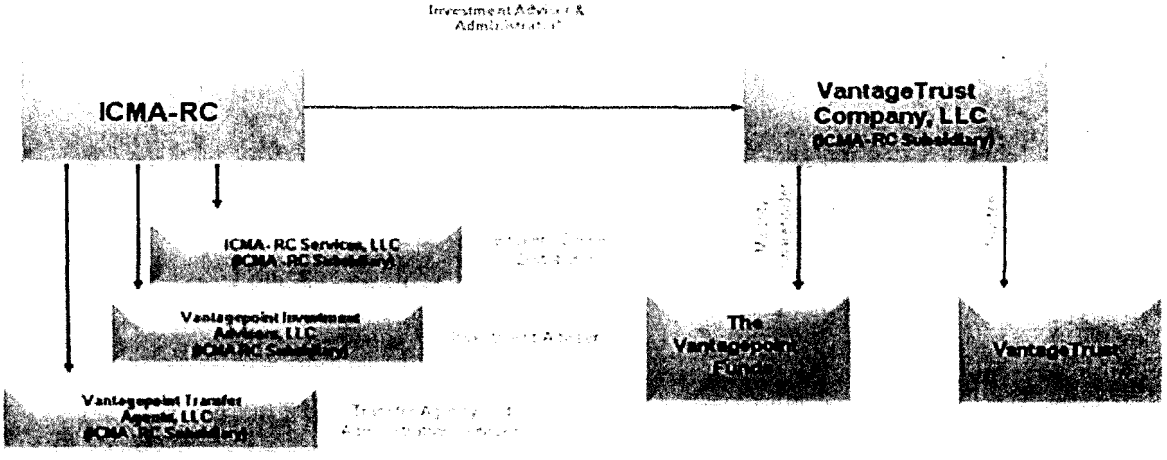
VantageTrust Company, LLC ("VTC") is a New Hampshire non-depository trust company and a wholly-owned subsidiary of ICMA-RC. VTC is the sole trustee of VantageTrust, a trust established and maintained for the purpose of commingling assets of state and local government qualified retirement and deferred compensation plans. VTC makes available a number of collective investment funds and other investment options to Participants through VantageTrust. VTC is also the qualified custodian for the Managed Accounts Program under the Guided Pathways suite of services.

Vantagepoint Investment Advisers, LLC ("VIA"), a wholly-owned subsidiary of ICMA-RC and an SEC-registered investment adviser, serves as the investment adviser to The Vantagepoint Funds, for which ICMA-RC is the sponsor. The Vantagepoint Funds is an SEC-registered series investment company with each of the funds in the series having different investment objectives and strategies. Pursuant to its written advisory agreement with The Vantagepoint Funds, VIA, with the consent and approval of The Vantagepoint Funds' Board of Directors, enters into agreements with subadvisers for the performance of some or all of VIA's duties and responsibilities to the Funds. VIA retains the responsibility and authority to monitor and review the performance of each subadviser.

Vantagepoint Transfer Agents, LLC ("VTA"), a wholly-owned subsidiary of ICMA-RC, is The Vantagepoint Funds' designated transfer agent and provides The Vantagepoint Funds with certain transfer agency and administrative shareholder support services related to the Retirement Plans and Participants that invest in The Vantagepoint Funds. These services include the preparation of shareholder reports and proxies, shareholder recordkeeping, transferring ownership of shares, and maintaining share ownership records for The Vantagepoint Funds.

ICMA-RC Services, LLC ("RC Services"), a wholly owned subsidiary of ICMA-RC, is a broker-dealer registered with the SEC and is a member of the Financial Industry Regulatory Authority ("FINRA"). ICMA-RC Services is also registered as a broker-dealer in all fifty states, and the District of Columbia. Certain employees of ICMA-RC are also registered representatives of RC Services and are required to pass the appropriate FINRA qualification examinations. ICMA-RC uses RC Services to affect transactions in unaffiliated, third party mutual funds that make up the underlying investments of certain VantageTrust funds. Additionally, RC Services serves as the distributor of The Vantagepoint Funds.

Corporate Organizational Structure



ICMA-RC maintains a license agreement with the International City/County Management Association (ICMA) that allows ICMA-RC to use the association's name as part of the ICMA-RC corporate name and in connection with the core activities of offering retirement plans, products and services to state and local governmental employers and their employees. In 2011, under the license agreement, ICMA-RC paid $355,056 directly to ICMA's corporate account.

Include name, address and location of the firm's principle and local office.

Principle Office

ICMA-RC Headquarters
777 North Capitol Street, NE
Washington, DC 20002
Phone: (202) 962-4200
Fax: (202) 962-4601
www.icmarc.org

Local Office

Michael Collins
Regional Manager, Western Region
ICMA-RC
1120 Lincoln Street
Suite 708
Denver, Colorado 80203
Contact Number: 720-282-3149
Fax: 720-282-3150
Email: mcollins@icmarc.org

6.5.2. Tax ID Number. Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section. A City of Chandler Sales Tax Number, if applicable, must also be supplied.

ICMA-RC's Federal tax ID number has been included in the completed Offer Section – Attachment A.

6.5.3. Licenses. Offeror must list all applicable licenses and numbers in the Offer Section.

A Certificate of Good Standing issued by the State of Arizona verifying that ICMA-RC has obtained authority to conduct affairs in the state of Arizona has been included with the completed Offer Section – Attachment A.

6.5.4. Exceptions to Solicitation. Any exceptions to the Specifications or Contract terms must be included with the Proposal and submitted on the 'Exceptions to Solicitation' area in Offer Section or equivalent in which the Offeror clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed Form of Contract is included as a part of this RFP. In your Offer you must include a statement that you have reviewed the contract and list any objections to them. Any objections to specifications or the Form Contract will be considered and included in City's evaluation of your offer. If you fail to list any objections to the specifications or form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation, specifications or contract, may be rejected as non-responsive.

Please see ICMA-RC's Exceptions to Solicitation attached to the completed Offer Section – Attachment A.

6.5.5. Disclosure. If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Not applicable as ICMA-RC has not been debarred or lawfully precluded from participating in any public procurement.

6.5.6. Insurance. The Offeror shall submit the enclosed Certificate of Insurability with their Offer to the City.

Please see the enclosed completed Certificate of Insurability.

6.5.7. Prices. Prices shall be listed in the Offer Section (Please refer to Attachment C) and shall include all freight, insurance, warranty costs, and any other applicable costs.

Please see the attached completed Attachment C – Pricing Schedule.

6.5.8. Prompt Payment Terms. Offeror must indicate any applicable prompt payment terms in the areas provided in the Offer Section.

Prompt payment terms are not applicable. This has been noted in the attached Offer Section – Attachment A.

6.5.9. Taxes. Offeror must list all applicable taxes separately in the areas provided in the Offer Section.

Not applicable.

6.5.10. Financial Statement. Offeror shall furnish, upon request, two (2) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by City. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire Offer.

Please see a copy of ICMA-RC's financial highlights included in the **Appendix**. Our audited financial statement will be available upon request.

6.5.11. Other information required to be supplied with Offer (see "Requirements for Proposal")

All other information required to be supplied with Offer has been included with our proposal response.

6.5.12. References. Offeror shall list at least three references of other governmental agencies to which Offeror has supplied similar goods or services, including names, addresses, telephone numbers and email addresses. The City reserves the right to only contact references from firms deemed as reasonably susceptible of receiving a contract award.

Client Name	City of Scottsdale, AZ	City of Peoria, AZ	City of Tucson, AZ
Contact	Mr. Ken Nemec, Benefits Manager	Ms. Nancy Fantasia, Benefits Manager	Mr. Michael Hermanson, Retirement Manager
Address	7575 E. Main Street Scottsdale AZ 85251	8401 W Monroe Peoria AZ 85345	P.O. Box 27210 Tucson AZ 85726-7210
Phone Number	480 312 7803	623 773 7554	520 837 4306
Email Address	knemec@scottsdaleaz.gov	nancy.fantasia@peoriaaz.gov	michael.hermanson@tucsonaz.gov

6.5.13. Payment. Offerors may agree to accept the City Procurement Card (MasterCard) for payment. It is requested that each Offeror indicate on the Offer Section of this RFP, their willingness to accept City Procurement Card (MasterCard) payments. The inability to accept payment by City Procurement Card (MasterCard) will not disqualify an Offerors response.

Not applicable. This has been noted on the attached Offer Section – Attachment A.

Offerors may also agree to accept other traditional payment methods, including automated clearinghouse (ACH). Payment terms for traditional payment methods are Net 30 upon receipt of an accurate invoice, although the Offeror may offer additional discounts for early payment within their proposal.

ICMA-RC is able to accept automated clearinghouse (ACH) for payment of invoices. Discounts for early payment are not applicable.

6.5.14. Contractor Immigration Warranty. The Offeror shall submit the enclosed Contractor Immigration Warranty (Exhibit A) with their Offer to the City.

Please see the enclosed completed Contractor Immigration Warranty (Exhibit A).

6.5.15. Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Offer section, which shall be submitted together with the Offer on the Offer due date and time. Failure to note a Solicitation Addendum may result in rejection of the Offer.

Solicitation Addendum have been acknowledged in the attached Offer Section – Attachment A.

6.5.16. Evidence of Intent to be bound. The Offer Section within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

Confirmed.

6.5.17. Non-collusion and Non-discrimination. By signing and submitting the Offer, the Offeror certifies that:

A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

Confirmed.

B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

Confirmed.

C. The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, Offeror shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

Not applicable.

SECTION 4

PROPOSAL REQUIREMENTS

This section of the RFP lists the items, which require specific, written responses or confirmations. To be considered for selection, respondents shall meet the following requirements:

1. MINIMUM REQUIREMENTS:

A. Be licensed to provide the services requested, in the State of Arizona, if services requested require such licensure.

Confirmed.

B. Must exhibit extensive experience in deferred compensation plan administration and the services being proposed.

ICMA-RC has extensive experience in deferred compensation plan administration and the services being proposed. ICMA-RC has been proud to serve as the City's plan provider. We are also proud of the length of our relationship. ICMA-RC has provided public sector retirement plan administration, record keeping, and investment management for 40 years. We administered the first nationally available deferred compensation plan in 1972, and in 1985 we offered qualified defined contribution plan services. We pioneered Retirement Health Savings (RHS) Plans in 2000.

C. Must acknowledge or confirm that all parts of this RFP have been read and that the Proposal submitted is in accordance therewith.

Confirmed.

D. Must submit a completed, signed Offer and Acceptance form (Attachment A). Form must be signed by an authorized company official with the authority to submit a proposal and enter into a binding agreement on behalf of the company.

Confirmed. Please see the attached Offer Section – Attachment A, signed by an authorized company official with the authority to submit a proposal and enter into a binding agreement on behalf of the company.

E. Must submit all answers to the scope requirements, questionnaire, required attachments, and specific details on any deviations from the requirements of this RFP. All answers must be in the order in which the questions are asked. Any deviations must be clearly explained in a separate section marked "Deviations" contained within your submission to this RFP.

Confirmed.

F. Must submit a completed pricing schedule (Attachment C).

Please see the attached completed Attachment C – Pricing Schedule.

G. Comply with all term requirements in standard and special terms and conditions.

Please see the attached Exceptions to Solicitation document included with the attached Offer Section – Attachment A

2. SPECIFIC REQUIREMENTS:

A. Effective Date and Term: The contract shall be first effective January 1, 2013. The Term of the contract shall be for three calendar years with option to renew for two additional three-year terms. Multiple year pricing is highly recommended but not mandatory.

Confirmed.

B. Deferred Compensation 457 Plan Services:

1. Contractor must provide 457 plan recordkeeping services with daily account valuation and same-day fund transfer capabilities.

We record keep all transactions (contributions, fund transfers, and disbursements) and valuation activity by participant and plan daily. At the end of each day, all activity is aggregated and a buy and sell is made with each investment option.

The following process is used to implement daily valuations and transactions with investment funds:

- All participant transfer instructions and employer contributions/data received in good order by 2:00 p.m. Mountain Time, will be included in that day's reconciliation and posted to participant accounts at the price as of the close of business.
- Whenever possible, we contact applicable parties same-day when assistance is required for discrepancies between contribution data and assets.
- Fund NAVs are received from each investment provider by 4:30 p.m. Mountain Time each evening.
- We aggregate all plan transactions for each fund. We receive confirmations of wires sent to investment companies.
- We initiate cash transfers to finalize daily transactions with each investment fund by 5:30 a.m. Mountain Time at the prior business day's close of business price.
- We transmit trade information for the funds before 6:00 a.m. Mountain Time.

If confirmations are not received on a timely basis, we will contact the investment company to ensure receipt of the wire.

2. Contractor must provide and maintain a secure website allowing access by all participants with a balance in the plan in order to:

- **View account balances in total, and by fund and contribution source**

  Confirmed.

- **Modify contribution rates**

  Confirmed.

- **Modify investment elections**

  Confirmed.

- **Access daily fund price information**

  Confirmed.

- **Initiate exchanges among the plan's selected investment offerings**

  Confirmed.

- **Model and request new loans**

  Confirmed.

- **Request fund detail sheets/prospectuses**

  Confirmed.

Account Access, our participant website, provides employees with everything they need to monitor and manage their accounts in an easy to use intuitive format. This includes extensive inquiry at the individual plan level, consolidated across plans, and exports to Quicken or Excel. Participants can fully manage their accounts using the various investment transfer options, future allocation changes, loan modeling and requests, withdrawal requests, and personal information updates. Extensive information on the investments including profiles, daily share prices, investment performance, as well as, online investment advice and guidance, are available to the participant. Various calculators for what-if scenario analyses are available. Participants can also elect to receive their quarterly statements and trade confirmations online.

Additional detail on our online services is provided in the **Appendix**.

3. **Contractor must provide and maintain a secure website allowing certain specified City employees access in order to:**

   - **View account balances on a participant and plan level basis, in total, and by fund and contribution source**

     Confirmed.

   - **Obtain plan-level information and reports**

     Confirmed.

   - **Assist participants in enrolling and/or making contribution rate changes**

     Confirmed.

EZLink provides employers with real-time access to all participant and plan data to fully administer their plans. It provides them the ability to process transactions either online or by securely transmitting files to enroll or change participant data, approve disbursement requests, (if desired), request fulfillment materials and submit contributions and loan repayments. Online statements, numerous reports, and tools are available to use.

Online enrollment services, ACH loan repays, and many other features are available to minimize plan administration, if desired, and eliminates paper forms for participants.

Additional detail on our online services is provided in the **Appendix**.

4. **Contractor must provide a call center accessible to participants, without toll or other call-related charges, in order to:**

- **Obtain account balances in total, and by fund and contribution source**

  Confirmed.

- **Modify contribution rates**

  Confirmed.

- **Modify investment elections**

  Confirmed.

- **Obtain daily fund price information**

  Confirmed.

- **Initiate exchanges among the plan's selected investment offerings**

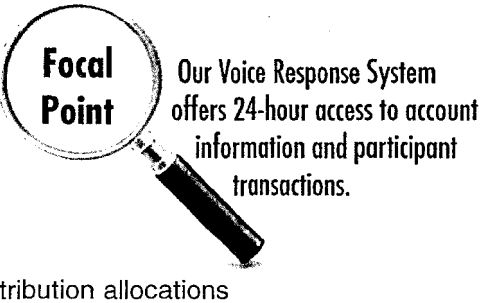
  Confirmed.

- **Request fund detail sheets/prospectuses**

  Confirmed.

ICMA-RC offers participants the following toll-free telephone services:

Voice Response System. Our system, which has been awarded the Dalbar Seal[1] in 2008 for excellence in financial communications, allows participants to make automated transactions and access account information 24 hours a day. Participants can:



- Request fund transfers or change contribution allocations
- Rebalance their account to match current contribution allocations
- Obtain information on account balances, contribution allocations, pending disbursements, current rates, and investment performance
- Review vesting status and outstanding amounts on ICMA-RC-administered loans, if your plan chooses to adopt loans*

**Not available for RHS plan.*

[1] Dalbar, Inc. is a Boston-based firm that evaluates financial communications by comparing them to industry standards. The Seal is the recognition awarded to financial service communications that display excellence in meeting the needs of customers.

Investor Services Representatives. Registered Investor Services Representatives have immediate online access to plan data and participant account information. They can answer employees' questions about:

- Investments
- Account status
- Account balances
- Current investment allocation
- Reallocation
- Transactions
- Loan status*
- Benefit payments and tax withholding*

**Not available for RHS plan.*

Please see the complete description of our toll-free services provided in the **Appendix**.

Call center availability must be, at minimum, 6:00 A.M. to 5:00 P.M. MST

ICMA-RC's Call Center is available from 6:30 a.m. to 7:00 p.m. Mountain Time.

5. **Contractor must provide an on-site representative(s) to assist City employees with enrollments and provide investment guidance and to lead group meetings covering such topics as investment basics, retirement planning and new legislative developments affecting 457 plan participants. On-site representatives shall be available – by appointment – to meet one-on-one with participants and new enrollees no less than one day per calendar month. In addition, on-site representatives will be expected to lead at least one group meeting – at a City facility – per calendar quarter.**

Confirmed. Randall Neis, your local ICMA-RC Retirement Plans Specialist will be available to provide on-site education, enrollment and individual consultations. He conducts group meetings covering various investment and retirement planning topics and he will be available to meet one-on-one with participants. Mr. Neis will be on-site one day per month and he will be available to lead quarterly group meetings at a City facility.

Retirement Planning Seminars

The following core retirement planning seminars will be available from ICMA-RC's Retirement Plans Specialist:

- Am I On the Right Track for Retirement?
- Charting Your Course: Saving towards Your Retirement Dreams
- I am Nearing Retirement. Now What? Managing Your ICMA-RC Retirement Accounts
- Why a Roth IRA?
- Investing for Retirement: Just the
- Invest Smart in Volatile Markets
- Generating Income in Retirement: Introducing the IncomeAdvantage Fund

Individual Consultations

One-on-one counseling sessions focus on the financial concerns of individual participants. We will schedule times for meeting with employees on-site and will be available during specified times for consultations. As salaried employees, ICMA-RC's Retirement Plan Specialists provide an unbiased assessment to participants. These sessions typically include:

- **Illustrations.** Benefit and tax-savings illustrations are based on a participant's age, salary, employee pre-tax deferral rate (if applicable), amount required at retirement, and disbursement schedule. These personalized consultations show the effect that various contribution and investment allocation scenarios can have on potential benefits. All benefit illustrations can be printed in hard copy for employees' records.
- **Investment Information.** Investment information helps employees determine which options or investment strategies are best for them, given their level of risk tolerance and time horizon. The desired return rates determine the projected yield and targeted amount to save.
- **Personalized Counseling.** Your Retirement Plan Specialist will assist employees in their comprehensive retirement planning. He will strive to see that each employee maximizes the value of his retirement assets through wise distribution and asset allocation decisions, both during and after retirement.

6. **Contractor must provide trust/custody services to the plan compliant with industry standards.**

Wilmington Trust Retirement and Institutional Services Company can provide passive directed trustee services, with ICMA-RC providing plan administration and making investment options available. Custody services are not included

Such services shall include same-day trading agreements and, where applicable, fully disclosed fee sharing arrangements, covering all investment funds offered by the plan.

Same-day trading is provided for all plan investment options administered by ICMA-RC. To the extent a fund family offers fee sharing arrangements, such arrangements are fully disclosed to plan sponsors.

C. Retirement Health Savings Plan Services:

1. **Contractor must provide Retirement Health Savings plan recordkeeping services with daily account valuation and same-day fund transfer capabilities.**

Confirmed. As the City's current Retirement Health Savings plan provider, ICMA-RC is currently doing this. Details of our RHS plan services are below.

VantageCare Retirement Health Savings (RHS) Plan

VantageCare Retirement Health Savings (RHS) Plan is the ICMA Retirement Corporation's employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for qualified medical expenses (e.g., health insurance, co-pays, prescription expenses, etc.) at retirement (or upon meeting other eligibility criteria) on a tax-free basis. The plan breaks new ground for health care savings in the public sector and is made available through a concept pioneered by ICMA-RC.

ICMA-RC is an industry pioneer in addressing public sector retirement health savings needs.

RHS is similar to other ICMA-RC products such as 401 and 457 plans in that it allows an employee to invest dollars on a pre-tax basis for financial needs during retirement (or when otherwise eligible). RHS offers a number of benefits, including tax-deferred accumulation of earnings and, because account assets are used to pay for tax qualified medical benefits for participants, their spouses and/or eligible dependents, the additional benefit of tax-free withdrawals.

Key Features of RHS

The following are key features of ICMA-RC's VantageCare Retirement Health Savings (RHS) Plan:

- The plan allows for flexibility in plan design to meet employer/employee needs.
- Employers may make tax-free contributions to an employee account.
- The employer may require mandatory, pre-tax employee contributions from compensation or from accrued sick, vacation and other leave.
- All earnings grow tax-deferred, and withdrawals used to pay for qualified medical benefits for participants, their spouses and/or eligible dependents are tax-free.
- Plan assets remaining at the time of the employee's death can continue to be used for medical expenses by the employee's surviving spouse and/or eligible dependents for their medical expenses.

Design Features Available under RHS

The RHS Program has been designed to both (1) allow the employer flexibility in establishing its Plan to best meet the needs of its employees and (2) minimize the administrative effort by the employer. In completing the RHS Plan Adoption Agreement, the employer may make choices regarding the following features:

- **Employee groups:** The employer can determine which groups of employees will be included in the RHS Plan (e.g. all employees, full-time employees, or a specific unit of collectively-bargained employees). A separate plan should be adopted for each group if features requiring varied administration by ICMA-RC are selected for different groups (e.g. different vesting schedules).
- **Employee plan eligibility criteria:** The employer can establish a minimum age and/or period of service for participation. Employee participation in the Plan is mandatory.
- **Contributions:** The employer can determine the funding types and levels (e.g., direct employer contributions and/or mandatory employee contributions).
- **Vesting:** The employer may establish a vesting schedule for direct employer contributions if desired. (All employee contributions are automatically fully vested.)

- **Forfeitures:** The employer determines how forfeited funds will be used when an employee separates from service prior to becoming fully vested, or in the case that assets must revert to the trust after the participant's or survivor's death.
- **Benefit eligibility:** The employer determines when participants will become eligible to use their RHS assets for medical benefits (e.g., at retirement).
- **Permissible medical benefits:** The employer can choose the types of medical expenses that will be reimbursed by the RHS Plan.

RHS Investment Options

The investment options available to RHS participants are the Vantagepoint Funds[1]. These funds consist of actively managed funds, model portfolio funds, index funds, and lifecycle funds. For the list of available funds please see the attached fund lineup spreadsheet included in the **Appendix**.

Upon initial enrollment in the RHS Program, a participant's investment allocation is automatically established as the appropriate age-based Vantagepoint Milestone Fund. A participant will be invested in a Milestone Fund, which most closely matches the year in which they will reach your plan's default retirement age. For most plans this is age 60. The participant may subsequently change the investment allocation for future contributions through ICMA-RC's website Account Access (www.icmarc.org), toll-free automated service line VantageLine, or an ICMA-RC Investor Services Representative. Additionally, existing balances can be transferred among the available investment options through VantageLine, Account Access, or an ICMA-RC Investor Services representative.

RHS Medical Benefit Claim Payment

The participant (or his/her survivor) will make the initial payment for medical expenses that are paid directly to the service or insurance provider. The employer may also make the initial payment for insurance premiums.

Reimbursement for eligible benefits (whether direct expenses or insurance premiums) will be handled by Meritain Health, Inc., a third-party administrator hired by ICMA-RC. Meritain Health, Inc. will reimburse the participant or employer on receipt of completed benefit reimbursement forms. An exception to this procedure exists for situations where the participant has recurring expenses (e.g. insurance payments). In this case, reimbursement can be made on an automatic payment basis to the participant after the appropriately completed request is filed with Meritain Health, Inc.

In situations where the employer pays insurance premiums on behalf of the participants, the employer may request reimbursement directly from Meritain Health, Inc. by using the appropriate form. An automatic reimbursement can be established for recurring premium payments.

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[1] *Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.*

The Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC.

Distributions can be sent by check or ACH direct deposit. Claims can be entered on-line through Account Access.

Legal Basis for RHS

ICMA-RC has pioneered a concept for making retirement health savings available to the public sector through the use of an integral part trust. The legal basis for the RHS integral part trust stems from several private letter rulings (PLRs) issued by the Internal Revenue Service (IRS) which allow non-profit organizations, including state and local government bodies, to establish "funds" which are deemed to be an "integral part" of the organization. Because the provision of welfare benefits is considered an essential function of the government, the vehicle used to fund the activity is also considered part of the governmental entity, and enjoys the entity's tax-exempt status.

ICMA-RC has crafted program documents for employers to use based on a Private Letter Ruling ("PLR") obtained from the IRS for an initial adopting employer. While PLRs are technically directed only at the individual tax payer, your use of a similar trust document will provide you with comfort that your Program is also within the IRS's requirements. This is similar to the comfort provided when you use ICMA-RC's model 457 plan documents which also obtained a PLR. A copy of the RHS PLR is included in the **Appendix**.

Please note that the information in this document takes into account only the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Plan. Prior to implementing an RHS plan, employers are responsible for determining that there are no state or local laws that would prohibit it from making available the plan or any of the selected options to its employees.

RHS Plan Governing Documents

The provisions of an employer's RHS Program are governed by three documents that collectively comprise the VantageCare Retirement Health Savings Plan. Model versions of all three documents are provided by ICMA-RC as part of the adoption process.

- **VantageCare Retirement Health Savings Plan Adoption Agreement:** The Adoption Agreement specifies the details of the employer's RHS Program. For example, the Adoption Agreement details the covered groups in the plan, employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions (if any), the types of medical benefits that will be funded by the RHS trust, and procedures to be followed in case of the death of the employee.
- **VantageCare RHS Declaration of Trust:** The Declaration of Trust establishes the legal entity ("integral part trust") that holds the assets set aside to pay for employees' retirement health benefits. As part of the adoption process, ICMA-RC provides a model trust agreement that has already received approval by the IRS for another employer for the basic plan concepts. Alternatively, a Declaration of Trust may be drafted by you in conjunction with your human resources or benefits counsel. However, if you develop your own Trust agreement, it must be reviewed by ICMA-RC prior to adoption for compliance with integral part trust rules and to ensure conformity with ICMA-RC's administration of the RHS program.

- **The welfare benefit plan:** A written document should be in place in order to offer any tax-advantaged welfare benefit plan, and you may have one in place already. This document(s) identifies the underlying benefits available to the employee/retiree such as medical, dental and long-term care coverage. As part of the adoption agreement process, ICMA-RC provides a sample welfare benefit plan that can be executed if an appropriate plan is not already in place.

Benefits of RHS to Employees

The City's employees currently reap substantial benefits from RHS. These benefits include:

- **Convenience** — Once an employee is eligible to participate in RHS, the employee only has to enroll and make decisions regarding investment of RHS funds. Contributions are made directly by the employer or through converting employee leave.
- **Tax-advantaged savings** — Contributions are pre-tax and assets grow in a tax-deferred account.
- **Tax-free withdrawals** — Withdrawals are tax-free when used for the participant's (including spouse and eligible dependents) qualified medical expenses as allowed by the employer's RHS Plan.
- **Full range of appropriate investment options** — RHS allows investment in the Vantagepoint Funds[1], which include low-cost index funds.
- **Flexibility** — Participants may use RHS assets to pay qualified medical expenses for themselves, their spouses and eligible dependents.
- **Continued use by survivors** — At the death of the participant, the account balance is available for the surviving spouse and/or eligible dependents to use for their own medical expenses.

Benefits of RHS to the City

The cost of medical care continues to go up every year, while new Medicare prescription drug benefits may leave retirees with large out-of-pocket deductibles and co-pays. This continuing medical inflation, particularly for services not covered by Medicare or employer-sponsored retiree health plans, means that retirees are increasingly responsible for growing medical costs. The RHS Program enables the City - and its employees - to save in advance for these costs.

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[1] *Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.*

The Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC.

Benefits that the City is reaping by making the RHS Program available include:

- **An RHS plan has no unfunded liability** — Existing retiree medical programs, offered either through a retirement system or by the City directly, may burden employers with unfunded liabilities, particularly for the Governmental Accounting Standards Board reporting requirements for Other Post Employment Benefits. RHS offers a way to pre-fund some or all of these costs.
- **Low cost** — RHS provides the ability to offer a low-cost employee benefit that complements your current retirement savings package. Also, employer and employee contributions are not subject to FICA and unemployment taxes, resulting in savings to the employer.
- **Easy administration** — By using ICMA-RC's EZLink System, RHS is offered with limited administrative effort by the City.
- **Retention** — RHS can help you attract and retain valued employees.
- **Security** — Allows the City to provide additional security to employees saving for their retirement health needs. Similar to a defined contribution retirement plan, it also provides employees with greater responsibility and control over saving for retirement health needs.
- **Flexibility** — Employers can design its RHS Plan to best fit the needs of employee groups, including collective bargaining units.
- **Unused leave** — Provides employers with additional flexibility in the payout of accrued vacation, sick or other leave. Employers can structure an RHS program to reward the responsible use of a sick and vacation leave program and discourage its abuse.
- **FICA Savings** — Contributions made to the RHS Plan by the City and the employee are exempt from FICA taxation, saving the employer up to 7.65% of the amount contributed.

RHS as Compared to Other Alternatives

The RHS Program may be less restrictive than either a Voluntary Employees' Beneficiary Association (VEBA) or a Section 401(h) medical account. The following chart lays out the similarities and differences among these three types of retirement medical funding vehicles.

Program Feature	VantageCare RHS	Section 401(h) Account*	VEBA*
Legal Basis of Funding Vehicle	Private Letter Rulings and Treas. Reg. 301.7701-1(a)(3)	IRC Section 401(h)	IRC Section 501(c)(9)
Types of Contributions Allowed			
▪ Employer	Available	Available	Available
▪ Mandatory Employee Unused Leave	Available	Unclear	Available
▪ Mandatory Employee Pre-Tax	Available	Available with 414(h) "pick-up"	Available
Limit on Contributions	None	Limited to 25% of total Section 401 Plan contributions (or 33% of retirement contributions)	None for governmental VEBA
Tax Treatment of Earnings	Tax-deferred	Tax-deferred	Tax-deferred

Program Feature	VantageCare RHS	Section 401(h) Account*	VEBA*
Types of Benefits Allowed	▪ Health ▪ Survivor health benefits	▪ Health	▪ Health ▪ Death Benefit ▪ Other welfare benefits
Tax Treatment of Participant Health Benefits	Tax-free	Tax-free	Tax-free
Participation	Mandatory for covered employees	Mandatory for covered employees	Mandatory for covered employees
Treatment of Assets Remaining After Employee's death	▪ Balance remains available to surviving spouse and dependents for medical expenses ▪ If no survivors, balance reverts to the employer or remains in the trust and is reallocated to participants or to offset direct employer contributions	Must revert to the employer	Determined by VEBA provisions: balance may be forfeited back to trust or remain available to survivors
Application of welfare plan nondiscrimination rules bargained plans	Apply to self-insured, non-collectively bargained plans	Apply to self-insured, non-collectively bargained plans	Apply to self-insured, non-collectively bargained plans
Assets subject to claims of employer's creditors?	No	No	No
IRS ruling required?	No	Part of qualified Section 401 plan determination letter	Yes

**Please note that the theoretical ability of a 401(h) or VEBA to include a particular feature does not suggest that the programs currently offered to local governments are structured with these features.*

2. **Contractor must provide and maintain a secure website allowing access by all participants with a balance in the plan in order to:**

   - **View account balances in total, and by fund and contribution source**

     Confirmed.

   - **Modify investment elections**

     Confirmed.

   - **Access daily fund price information**

     Confirmed.

   - **Initiate exchanges among the plan's selected investment offerings**

     Confirmed.

- **Obtain daily fund price information**

  Confirmed.

- **Initiate exchanges among the plan's selected investment offerings**

  Confirmed.

- **Request fund detail sheets/prospectuses**

  Confirmed.

Please see the description of our toll-free services in response to **Question B.4** above. In addition, RHS participants have access to Meritain's toll-free services to help manage their plans.

5. **Contractor must agree to interface with the current claims administrator – Meritain Health (if City chooses not to utilize offeror's claims administrator) – in order to transfer funds for the purpose of processing accurate and timely expense reimbursements.**

   Confirmed. As the current Retirement Health Savings provider, ICMA-RC is doing this for the City now. Meritain is the third-party claims administrator for ICMA-RC's RHS service.

3. DENIAL OF ELIGIBILITY:

A. Contractor shall not deny any eligible person benefits to which otherwise entitled under the Plan, due to the error or omission of the City.

Confirmed.

4. IMPLEMENTATION REQUIREMENTS:

A. To properly implement the Plan by the effective date, the Contractor must undertake the following implementation activities:

(1) Contractor must provide a specimen custom plan document(s) or plan document boilerplate(s) to conform to City specifications depending on the services provided.

Confirmed. Since ICMA-RC is the current provider to the City, we will continue to provide plan document services. ICMA-RC maintains model governmental 401(a) and 457(b) plan documents for employers who choose to use them. Our plan documents are fully updated for changes required by EGTRRA and GUST (for qualified plans). ICMA-RC always submits its plan documents to the Internal Revenue Service (IRS) for review.

(2) Contractor must provide documents required in these specifications within 3 months of the effective date of award.

Confirmed. ICMA-RC's model plan document is available to the City.

(3) Contractor must provide customized enrollment and communications packages.

Confirmed. ICMA-RC communication materials are customizable at the local level with presentations and flyers. Your Retirement Plans Specialist can tailor these materials to meet the specific needs of the Plan and its participants.

(4) Contractor must audit and reconcile conversion accounts on a participant, fund and plan level basis.

Confirmed, however, no conversion will be necessary should ICMA-RC be selected to continue administering the plans.

(5) Contractor must send all enrollment/communication materials to employees via first class mail, unless otherwise authorized by City.

Confirmed. We would be happy to mail enrollment kits directly to eligible employees with postage costs and addresses provided by the City. In addition, enrollment kits will be available at City locations and distributed by your ICMA-RC Retirement Plans Specialist during on-site group enrollment meetings, seminars, and individual consultations.

(6) Contractor shall provide and pay for all claims forms and checks, certificates of insurance, announcement forms and any other forms required for proper administration of all plans.

Confirmed.

5. COMMISSIONS:

A. No commissions, bonus, 12b-1 fees or fee sharing arrangements shall be payable unless they do not change the price/cost of services proposed within this RFP and approved in writing by City. Should any monies be payable to the Contractor (or Contractor's consultants or subcontractors) they must be fully disclosed to City and approved by the City.

ICMA-RC has and will continue to fully disclose revenue sharing from fund companies to the City.

6. EVIDENCE OF INSURABILITY:

A. No evidence of insurability shall be required except to the extent specifically provided for by City or by law.

Agreed.

7. PLAN FORMS, COMMUNICATIONS AND FULFILLMENT DOCUMENTS

A. Contractor shall be responsible for drafting and printing of all communications materials, statements of accounts, transaction confirmations, benefit and reimbursement checks, and any other fulfillment materials related to the administration of the plans. If necessary, cover artwork and paper stock should match that used by "City brochures." City shall provide camera-ready artwork for covers. All such materials shall be subject to review and modification by the City.

Confirmed. ICMA-RC's communication and education materials are created internally and printed externally. By managing and creating the content ICMA-RC is able to craft materials that are relevant to only the public sector. The one exception is the Quarterly Participant Newsletter. ICMA-RC has a long standing partnership with Kiplinger Washington Editors Inc. which develops some of the newsletter content. This relationship allows industry leading writers to provide content on topics broader then just retirement plans. All Kiplinger provided content is edited by ICMA-RC editors.

The City may review and approve distribution of plan marketing or promotional materials specifically developed for the City of Chandler.

ICMA-RC presentations and flyers are tailored to meet the specific needs of the Plan and its participants. Other communications and education materials, statements of accounts, transaction confirmations, benefit and reimbursement checks, and any other fulfillment materials related to the administration of the plan are created by ICMA-RC internally and printed externally. These communications will use standard ICMA-RC paper stock and incorporate ICMA-RC branding.

8. ENROLLMENT AND TRANSITION:

A. Contractor shall assist the City in the initial enrollment process. Enrollment/ Education meetings (as required by the City) shall occur at selected locations throughout the City. Contractor must assign a representative to attend such employee meetings. The representative would, at the request of the City, answer questions and/or make a presentation.

Confirmed. Your local ICMA-RC representative Randall Neiss, Retirement Plans Specialist, will be available on-site monthly to conduct enrollment / educational meetings, make presentations and answer employees' questions. His service of the city's employees will be overseen by Michael Collins, Regional Manager.

9. RENEWALS:

A. Contract renewal quotations shall be required six months prior to the end of the three-year contract term (i.e., July 1, 2015).

Confirmed.

10. DEVIATIONS FROM RFP:

A. **Contractor must provide a separate listing of each circumstance in which its proposal differs from any terms or conditions of this RFP or from the Plan. Failure to list such a deviation, exclusion, restriction or limitation shall result in that terms of the proposal being disregarded in favor of the correlative term(s) of the RFP or Plan. All deviations should be identified in Attachment B of the Questionnaire (last tab of the electronic Excel document). All deviations should identify the section and item number relating to the deviation.**

Confirmed. Please refer to the "Deviations from Scope of Svcs." tab of our response, included in the second tab of the attached Attachment B - Contractor Questionnaire spreadsheet.

11. SIGNATURE:

A. **Each proposal must include a statement attesting that the information therein is complete and accurate that the individual signing on behalf of Contractor has the power to bind Contractor. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.**

Confirmed.

EXHIBIT B

SCOPE OF SERVICES

Please indicate your agreement to all Scope of Services below in your submission in a specified section titled "Scope of Services". In addition, any exceptions, deviation or clarifications to your response must be fully briefly explained in the "Deviation" section of your response (included on the second tab of the Contractor Questionnaire included in Attachment B).

Please also refer to the "Deviations from Scope of Svcs." tab of our response, included in the second tab of the attached Attachment B - Contractor Questionnaire spreadsheet.

A. The Initial fees and contract terms shall be guaranteed at minimum effective January 1, 2013 through December 31, 2015.

Confirmed.

B. The initial contract term shall be awarded for three years with the option to renew for two additional three-year periods.

Confirmed.

C. The Contractor shall provide administrative and trust services for the 457 Plan, including the following:

- **Monthly on-line enrollments and new participant account setups on a secure website**

  We can give eligible employees the option of enrolling directly through ICMA-RC's website, our voice response system, or through the Call Center. To initiate this capability, the Employer has the option of sending us an electronic file of the names, addresses, and Social Security Numbers (SSNs) of all eligible employees. On an ongoing basis, ICMA-RC will need to receive electronic updates of additions and deletions to the eligible list. Upon receipt of enrollment instructions from the enrolling participant via Web, voice response system, or Call Center, ICMA-RC matches the enrollee's information to the file of eligible employees. The enrollment information is transmitted electronically to the appropriate payroll center. ICMA-RC sends a Welcome Letter to the participant.

  In the other option, ICMA-RC can create a custom URL web address for the City of Chandler to allow non-participants to enroll online. With this option the City would not need to send the file of eligibles. Upon receipt of the enrollment information from the participant, the information will be provided in a report through EZLink, our online tool. This report can be programmed to be uploaded into your payroll system.

- **Bi-Weekly and monthly contribution, loan repayment and participant indicative data update files from the City**

  ICMA-RC will continue to receive contribution data from the City via EZLink, our Web-based employer administration tool. By using EZLink's transmittal functions, the payroll data can be downloaded within minutes directly from the employer's payroll system into ICMA-RC's record keeping system.

Contribution monies may be sent to ICMA-RC by wire or ACH to our designated bank. Contributions are allocated among investments based on instructions in our system at the time cash and data are received in good order (by 2:00 p.m. Mountain Time). If contribution and cash amounts are not in good order (i.e., if they do not reconcile), the Employer will be contacted to determine the cause of the issue. Contributions are not allocated and invested until assets are received and contribution detail matches the deposit.

At the end of each day, all activity is aggregated and a buy and sell is made with each investment option.

All contribution data received from employers is first converted to a standard format and then subjected to extensive edit checks prior to initial processing. In addition to business rules and field content edits, contribution transaction data is reconciled to the cash received from an employer prior to posting.

- **Bi-Weekly contribution changes and loan repayment data (new loan starts and repayment stops) to the City**

  ICMA-RC will continue to provide information on contribution changes and loan repayment data as we have in the past.

- **Daily account valuation and transaction processing**

  We record keep all transactions (contributions, fund transfers, and disbursements) and valuation activity by participant and plan daily. At the end of each day, all activity is aggregated and a buy and sell is made with each investment option.

  The following process is used to implement daily valuations and transactions with investment funds:

  - All participant transfer instructions and employer contributions/data received in good order by 2:00 p.m. Mountain Time, will be included in that day's reconciliation and posted to participant accounts at the price as of the close of business.
  - Whenever possible, we contact applicable parties same-day when assistance is required for discrepancies between contribution data and assets.
  - Fund NAVs are received from each investment provider by 4:30 p.m. Mountain Time each evening.
  - We aggregate all plan transactions for each fund. We receive confirmations of wires sent to investment companies.
  - We initiate cash transfers to finalize daily transactions with each investment fund by 5:30 a.m. Mountain Time at the prior business day's close of business price.
  - We transmit trade information for the funds before 6:00 a.m. Mountain Time.

  If confirmations are not received on a timely basis, we will contact the investment company to ensure receipt of the wire.

- **Roth 457 contributions and account maintenance**

  ICMA-RC began administering both Roth deferrals and in-plan Roth conversions within 457 plans in April 2011. We have a Roth implementation package that summarizes the Roth provisions and provides adoption instructions for employers who wish to offer the Roth provisions within their 457 plan.

  Following our receipt of your election to offer Roth deferrals, a member of our Client Services Team will contact the individual responsible for submitting your plan's contributions to help ensure that he/she is prepared to transmit contributions. The required action will depend on the method used to submit contributions for your plan, but the changes are relatively simple, particularly for employers who submit contributions online.

  Once the payroll process is in place, participants in the plan can begin electing to make Roth contributions. As with any other contribution elections in the 457 plan, the participant's election should take effect in the month following the month when the election is made (e.g., if the election is made in May, it should be effective in June).

  ICMA-RC typically communicates the availability of Roth deferrals to participants through a combination of online messaging and a quarterly statement insert. We also have information available on our public website, including a Roth Analyzer to help participants understand the Roth option and how Roth contributions can benefit them as they save for retirement. (www.icmarc.org/rothanalyzer).

  While we have not encountered any significant issues related to the implementation of the Roth provisions, plan sponsors may be required to make changes to their payroll systems (or coordinate the change with their payroll provider) to ensure they are capable of receiving a participant's election to make Roth deferrals and subsequently submit the Roth contribution to ICMA-RC. We want to ensure that plan sponsors are aware of and prepared for these changes prior to making an election to add the Roth provisions to their plan.

- **Catch-up contributions and administration of Catch-up contribution eligibility**

  EZLink, our online employer system, identifies participants who are age 50 or older and who are eligible to participate in the Age 50 Catch-Up Provision. It also identifies participants who are currently participating in the regular Catch-Up Provision regardless of their ages. (Note: IRS regulations prohibit participants from using both the Age 50 Catch-Up Provision and the regular Catch-Up Provision in the same year.)

  The contribution limit report that is available via EZLink provides year-to-date contributions and the estimated amount remaining as well as identifying catch-up and age 50 eligible participants.

- **Self Service Transactions – On-line account access to a secure website for purposes of making contribution rate changes, contribution investment changes and inter-fund transfers/balance reallocations**

  Account Access provides participants with everything they need to monitor and manage their accounts in an easy to use intuitive format. This includes extensive inquiry at the individual plan level, consolidated across plans, and exports to Quicken or Excel. Participants can fully manage their accounts using the various investment transfer options, future allocation changes, loan modeling and requests, withdrawal requests, and personal information updates. Extensive information on the investments including profiles, daily share prices,

investment performance, as well as, online investment advice and guidance are available to the participant. Various calculators for what if scenario analyses are available. Participants can also elect to receive their quarterly statements and trade confirmations online.

Additional detail on our online services is provided in the **Appendix**.

- **On-line loan modeling**

  Participants can model loans online through Account Access, our participant website.

- **Online loan, withdrawal and distribution processing per plan rules**

  Loans

  Participants can request loans online or by applying over the telephone with an Investor Services Representative. When loans are initiated, ICMA-RC sends the check with loan acceptance language that is agreed to upon endorsement of the check. ICMA-RC provides an EZLink report to the employer's payroll department for payroll deduction repayments.

  Withdrawals

  ICMA-RC currently offers online withdrawal services. Once employers provide termination dates for participants, participants can log onto Account Access to request disbursements. Requests received in good order before 2:00 p.m. Mountain Time are disbursed the following day.

  Plan provisions for loans and withdrawals are built into the record keeping system and are housed in a plan resume. The core record keeping system and our proprietary ancillary systems all use the plan resume to supply information about the plan. In addition, participant transactions accessed and processed over the record keeping system adhere to the plan resume.

- **On site representative(s) to provide enrollment services, financial guidance and retirement planning advice in in one-on-one meetings with individual participants (by appointment, minimum one day per month)**

  Confirmed. Your local ICMA-RC representative, Randall Neis, will be available at least one day per month to provide enrollment and educational services in one-on-one meetings with individual participants. Guidance and Advice services can be provided through ICMA-RC's **Guided Pathways**®[1] online suite of investment advisory tools.

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[1] Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.

Your ICMA-RC Retirement Plan Specialist is equipped with live Internet connections and assists interested clients in the navigation of the online investment advice tool. The representative can educate and assist employees at various levels of financial sophistication, tailoring the meetings and local communications to meet their needs. While the representative answers questions and assists with participant data input, he will not render any type of direct investment advice.

- **On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs**

  Confirmed. Mr. Neis will be available to conduct group enrollment, investment guidance and retirement planning educational meetings, as well as attend benefit fairs.

- **Trust and Custody services**

  Wilmington Trust Retirement and Institutional Services Company can provide passive directed trustee services, with ICMA-RC providing plan administration and making investment options available. Custody services are not available.

- **Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ**

  ICMA-RC provides brokerage services through TD Ameritrade. The City may opt to make brokerage services available that include access to both mutual funds and individual securities available on NYSE and NASDAQ.

- **Employee Fund Detail Sheets/Prospectuses**

  Confirmed. ICMA-RC provides City participants with the following fund detail information:

  - **Fund Option Sheet** lists all of the investment options administered by ICMA-RC and describes their portfolio, objectives, and risk levels.
  - **Fund Prospectuses** provides specific information about the types of investments, portfolio managers, fees/expenses, and other pertinent data for the funds offered by the plan.
  - **Making Sound Investment Decisions: A Retirement Investment Guide** provides specific information regarding the management, expenses, and other pertinent data for the VantageTrust Funds.

- **QDRO services (account holds and QDRO qualifications)**

  ICMA-RC provides assistance to the employer regarding Qualified Domestic Relations Orders (QDRO) at no additional cost. An ICMA-RC compliance specialist oversees the QDRO process from start to finish, which ensures that the details of QDROs are handled appropriately. To facilitate the process, we offer the following comprehensive service:

  - An informational letter
  - Sample stipulation
  - Telephone consultation
  - Pre-view of the QDRO

- Establishment of an individual account for spouse
- Tax withholding and reporting upon disbursement

ICMA-RC processes QDRO distributions upon notification and in accordance with IRS regulations and plan guidelines. The participant, employer, or ex-spouse sends copies of duly signed or certified QDROs directly to ICMA-RC's Legal Department. ICMA-RC transfers funds according to orders received with the employer authorization. Our system also calculates and processes QDRO distributions to alternate payees.

The ex-spouse has full access to all the investment options, the toll-free voice response system, customer service representatives, and the website. The total processing time from start to finish varies based on receipt of supporting documentation, timing of court orders, etc.

- **QDRO account split/distribution calculations and new account setups**

  Please see our response above for a complete description of our QDRO services.

- **Hardship withdrawal qualification based on safe harbor requirements**

  Upon receipt of signed and approved emergency withdrawal applications from the Employer, ICMA-RC will process the request. Requests received by 2:00 p.m. Mountain Time reviewed by ICMA-RC and if in good order, are paid within two business days.

- **Electronic consent for legally required materials**

  ICMA-RC accepts electronic acknowledgement from participants for certain legal disclosures. These are part of secure transaction requests submitted via the Internet.

- **Investment Management integration ('Guided Choice' managed accounts or model portfolios based on on-line risk tolerance questionnaire)**

  Confirmed. ICMA-RC provides participants with access to our Guided Pathways investment advisory services.

  Guided Pathways® Services

  Guided Pathways® begins with a personalized retirement savings plan that provides employees with a wealth forecast developed from their individual information. Based on this wealth forecast, employees receive a savings rate recommendation and can see how changing certain factors impact their chances of reaching their retirement goals.

  Building on the retirement savings plan, Guided Pathways® provides three levels of service that enables your employees to choose the level of investment advice and account management that best meets their needs and preferences:

  - **Asset Allocation Guidance** – Asset Allocation Guidance provides employees with a recommendation on how to divide their retirement plan assets among the different asset classes available in your plan. However, employees remain responsible for selecting the actual funds to fill the recommended asset classes.
  - **Fund Advice** – Fund Advice provides employees with a "point-in-time" fund specific investment portfolio recommendation from the funds available within your plan. Employees remain responsible for monitoring their account and initiating any investment changes.

- **Managed Accounts** – Offers a higher level of service than asset allocation guidance or fund advice. Employees benefit from ongoing discretionary professional management of their retirement accounts, with the objective of helping them reach their retirement goals. At any time, employees may elect to opt out of Managed Accounts and go back to managing their own accounts.

  Managed Accounts provides an individually designed portfolio based on the employee's goals and savings capacity. Although only retirement plan assets will be managed, other assets or sources of retirement income (i.e., spousal assets, defined benefit pensions, retail brokerage accounts, etc.) can be considered for the purpose of determining the appropriate allocation for the retirement plan account. Portfolios are constructed from the investment options available in the plan.

On an ongoing basis, ICMA-RC assumes the discretionary management of the employee's retirement plans investments. We will reallocate the account among available plan investments as the employee ages and as his financial or personal situation or retirement objectives change. ICMA-RC will rebalance the account quarterly to provide consistent investment allocations and will contact employees annually to inform them of their account status and obtain updated information that may impact their retirement investing goals and the allocation of their investment assets.

- **Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)**

  Participants can complete a beneficiary change form or utilize Account Access to update the beneficiary information. This information is maintained in our record keeping system and is displayed on the quarterly statements or viewed within Account Access, the online participant system.

- **Annual investment monitoring and notification of fund manager changes (currently 50 funds)**

  Investment monitoring consists of the following:

  ICMA-RC will continue to provide the City a quarterly investment review online and will deliver the report onsite at least annually (and more frequently if desired). This report, which is a component of our Annual Plan Review, provides the following information in support of investment due diligence:

  - Economic and market review
  - Summary of funds offered by plan
  - Fund, benchmark and peer returns, Morningstar ratings, and comparisons of fund performance vs. Morningstar peers
  - Lists of funds making alert and concern lists based on quantitative criteria

  An ICMA-RC investment professional will be available to meet with the City on-site annually and by phone quarterly to review this report with the City and address questions it may have regarding the plan's fund line-up. Please see the sample **Plan Service Report** in the **Appendix.**

- **Quarterly reports to City Benefits personnel illustrating new enrollment activity, contribution and loan repayment activity, new loans (number and total dollar value), distributions (number and total dollar value), and reconciliations of all investment fund options (including Clearing Account, if applicable)**

Confirmed. The City receives the following reports:

- **Quarterly Employer Statements**, summarizing contributions, investment gains and losses, disbursements, fund transfers, and beginning and ending balances. Statements are available electronically via EZLink within ten business days after quarter end. The plan sponsor is notified via a message through EZLink's Message Center.
- **Contribution Remittance Confirmation** is available electronically via EZLink within 24 hours after receipt of funds, assuming that the funds received and the contribution detail reconcile.
- **Plan Service Report**, a report of financial activity, participant transactions, and investment results, as well as a discussion of service enhancements and plan goals over the coming period. We will formally present this information to you annually to assist in the due-diligence process.

AWARDS • RECOGNITION
ICMA-RC

ICMA-RC's Employer Bulletin received a Gold Award in 2010 from The League of American Communications Professionals.

In addition to the above reports, our EZLink (www.icmarc.org) Internet site offers customized electronic access to plan data that you can use as a critical tool to fulfill your fiduciary responsibility as a plan sponsor. EZLink provides employers the following online statement and reporting capabilities:

Plan Information

- Asset changes (fund transfers, disbursements, contributions)
- Asset allocations
- Enrollments
- Asset roll ins and roll outs
- Plan balances by investment as of the most recent business date
- Plan level investment allocations
- Pie chart of plan investments by age range
- Contribution transactions for various date ranges for the plan
- Transactions by type summarized for various date ranges for the plan
- Participant addresses for participants by specified status or for all participants
- Contribution limit reports for 457 limits
- Daily share prices and short-term investment performance measures
- Total return performance in the SEC "standardized" presentation
- A library of ICMA-RC publications
- Quarterly statement

Participant Information

- Account balance by investment
- Year-to-date contributions and contributions by specified date range
- Allocation percentages
- Statements on demand
- Personal Information (name, address, date of birth, date of hire, termination date, account status, account balance)
- Quarterly statements

- **Legislative Changes, Compliance Services, DOL Fee Disclosure**

  Confirmed. ICMA-RC will substantially comply with the new Department of Labor fee disclosure requirements.

D. The Contractor shall agree to administer the three Retirement Health Savings (RHS) plans and provide claims reimbursement services for those plans in accordance with the City of Chandler's in-force practices, policies and procedures.

Confirmed. As the City's current Retirement Health Savings plan provider, ICMA-RC is currently doing this.

VantageCare Retirement Health Savings (RHS) Plan is the ICMA Retirement Corporation's employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for qualified medical expenses (e.g., health insurance, co-pays, prescription expenses, etc.) at retirement (or upon meeting other eligibility criteria) on a tax-free basis. The plan breaks new ground for health care savings in the public sector and is offered through a concept pioneered by ICMA-RC.

RHS is similar to other ICMA-RC products such as 401 and 457 plans in that it allows an employee to invest dollars on a pre-tax basis for financial needs during retirement (or when otherwise eligible). RHS offers a number of benefits, including tax-deferred accumulation of earnings and, because account assets are used to pay for tax qualified medical benefits for participants, their spouses and/or eligible dependents, the additional benefit of tax-free withdrawals.

A full description of our RHS services is included above in our response to **Question C.1.** of section **2. SPECIFIC REQUIREMENTS.**

E. The Contractor will provide all Summary Plan Descriptions, Summary Benefit Booklets, newsletters and other customized communications (i.e. fliers, postcards, etc.) at no additional cost to the City.

Confirmed. There is no cost for communication materials as described in this proposal.

With regard to Summary Plan Descriptions, governmental employers are exempt from the ERISA requirement to provide Summary Plan Descriptions (SPD) to their employees. In lieu of an SPD, we make our brochure *Investing For Retirement Goals* available to public employees. This publication provides a comprehensive plan summary. A copy of this brochure is included in the **Appendix**.

F. **The Contractor will provide any professional service representatives the City requires to understand, analyze, and/or plan for any plan changes including but not limited to general account servicing, legislative developments and operational support.**

Confirmed. Nothing is more important to the quality of service delivered to plan sponsors and participants than the people who provide that service. ICMA-RC provides an experienced, expert team dedicated to delivering **Platinum Service** – our commitment to exceptional education, investment and plan administration solutions with the highest quality service.

Our team of dedicated professionals will provide consistent, reliable, high-quality service for you as follows:

Your current ICMA-RC Regional Manager, Mike Collins, leads the delivery of all service for your plan. Mr. Collins has total direct accountability for your satisfaction. In this role he will continue to:

- Serve as your primary point of contact
- Lead the team that provides on-site educational services
- Provide an annual report on plan activity, plan investments and performance
- Address new services and industry developments
- Educate the Committee on plan topics of interest

Educational services are provided by a salaried education professional, **Randall Neis, Retirement Plans Specialist**. Mr. Neis currently:

- Discusses education goals in consultation with your staff
- Conducts group enrollment, investment, and retirement planning seminars
- Provides individual participant retirement consultations
- Assists retirees in the selection of the most appropriate payment options for their specific needs

Tom Axline, CERTIFIED FINANCIAL PLANNER™ professional, currently educates employees on the need to have a comprehensive understanding of their unique financial planning situations. As a salaried, non-commissioned employee, Mr. Axline does not sell ancillary products to the City's employees. Mr. Axline will continue to:

- Deliver comprehensive seminars and workshops that address key participant concerns including saving for, transitioning into, and managing retirement goals, as well as additional topics such as college, estate, insurance, and tax planning essentials
- Provide City employees access to individual financial planning consultations[1]

Administrative and record keeping services will be provided by Rod Alcazar **Client Services Director**. Mr. Alcazar is based in ICMA-RC's Headquarters office in Washington, DC. He supports your enrollment, transaction processing, reporting, inquiry resolution, and other day-to-day administrative needs.

To ensure you receive continuous, high-quality service, each team member is backed up by a colleague with similar responsibilities and expertise.

[1] Fee-based financial planning services are offered through ICMA-RC, a federally registered Investment Adviser. Please read all disclosure documents carefully prior to initiating any plan. ICMA-RC does not provide specific tax or legal advice and does not guarantee results

In addition, the local service team is backed by 45 registered Investor Services Representatives (and 75 additional reserves) in ICMA-RC's call center, each of whom is dedicated to responding to public sector participants.

G. **The Contractor shall agree to participate in any open enrollment or special enrollment activities as specified by the City and shall provide materials and staff support as required at no additional cost to the City.**

Confirmed.

H. **The Contractor agrees that the City may at any time request a change in key personnel assigned to service the client account. In addition, should there be a change in key assigned personnel, the City will be immediately notified and replacement personnel will be replaced with personnel of substantially equal ability and qualifications as established at the time of the award.**

Confirmed.

I. **The Contractor shall provide an annual audit of its internal administrative operations at no additional cost to the City. Results shall be delivered to the City no later than 90 days after the completion of the plan year.**

Agreed. External auditors, Ernst and Young, LLP (E&Y), conducts an annual Type II Service Organization Control (SOC1) review in accordance with the AICPA Statements on Standards for Attestation Engagements No. 16 (SSAE 16).

We provide our clients with a SOC 1 report which is issued by an independent external audit firm (Ernst & Young) and it is conducted as of September 30. This report is generally available within 60-90 days thereafter.

J. **Contractor must adhere to all performance guarantee requirements mutually agreed by the successful Contractor and the City as finalized with the Award of this contract.**

Confirmed. ICMA-RC will consult with the City to establish clear and defined service benchmarks, with specific incentives to the City for non-compliance. Should we fail to meet these benchmarks, ICMA-RC will provide incentives, either in terms of additional administrative and educational services or financial consideration, as mutually agreed between ICMA-RC and the City.

ATTACHMENT B

CONTRACTOR QUESTIONNAIRE AND PROPOSED FUND LINEUP

The first Attachment B (Contractor Questionnaire) is a separate excel document which is imbedded below. Note the deviation section is located on the last tab of the electronic Excel document.

Please see the completed **Attachment B Chandler Contractor Questionnaire - Respondent Questionnaire & Deviations from Scope of Svcs** included in our proposal.

The second Attachment B (Proposed Fund Lineup) is also a separate excel document, imbedded below. The City is interested in providing employees with an appropriate range of investment options that vary in both risk and return. Please fill out the attached Excel spreadsheet with your proposed fund line-up. Please attempt to retain the current investment options where possible, but it is not a requirement to duplicate the existing lineup exactly.

Please see the completed **Attachment B- Chandler Proposed Fund Line-Up** spreadsheet included in our proposal.

ATTACHMENT C

PRICING SCHEDULE

One copy of the attached Contractor Fees schedule (imbedded below) must be filled out for each of the four plans covered by this RFP.

Please see the completed **Attachment C- Chandler Contractor Fees** spreadsheets for each plan included in our proposal.

RESPONDENT QUESTIONNAIRE

Section	Question #	Question	Vendor's Response
Organizational History and References (Vendor Qualifications)	1	**Provide a brief overview and history of your organization. Provide a description of any parent/subsidiary/affiliate relationships.**	Founded in 1972, the ICMA-RC has provided defined contribution plan administration, investment, and educational services for public sector employers and their employees for 40 years. With over 700 employees as of December 31, 2011, we focus on providing high quality, flexible record keeping services and value added education based on the specific need of each life stage of each participant. Our success in serving the retirement planning needs of public employees across the country is reflected in our mission statement: **We Help Public Employees Build Retirement Security.** ICMA-RC's primary business is the administration of Internal Revenue Code ("Code") §457 deferred compensation plans, Code §401 qualified defined contribution plans, individual retirement accounts, and retirement health savings plans for public employers and their employees. As of March 31, 2011, we serve over 9,000 public sector employers with over a million participant accounts and total assets under administration of more than $41.6 billion. ICMA-RC, an independent, non-profit corporation, is one of several affiliated but legally separate entities: **ICMA Retirement Corporation ("ICMA-RC")** is a non-profit Corporation established in 1972 to assist state and local governments and their agencies and instrumentalities ("Plan Sponsors") in the establishment and maintenance of retirement plans ("Retirement Plans") for their public sector employees who participate in the plans ("Participants"). ICMA-RC offers a full range of retirement plan administration services to Plan Sponsors, including administration, recordkeeping, and education services. In addition to offering retirement plan services, ICMA-RC, in its capacity as an investment adviser registered with the SEC, provides investment advisory, management, and administrative services to VantageTrust Company in respect to the investment options made available through VantageTrust. ICMA-RC also provides investment advisory services directly to individual Participants through the Guided Pathways®[1] program, a platform for the delivery of various discretionary and non-discretionary investment advisory services. Additionally, ICMA-RC provides financial planning services through certified ICMA-RC associates who conduct retirement planning sessions and

			consultations with Participants. ICMA-RC also offers investment advisory services to public employers who pre-fund other post-employment benefits, such as post-employment healthcare. **VantageTrust Company, LLC ("VTC")** is a New Hampshire non-depository trust company and a wholly-owned subsidiary of ICMA-RC. VTC is the sole trustee of VantageTrust, a trust established and maintained for the purpose of commingling assets of state and local government qualified retirement and deferred compensation plans. VTC makes available a number of collective investment funds and other investment options to Participants through VantageTrust. VTC is also the qualified custodian for the Managed Accounts Program under the Guided Pathways suite of services. **Vantagepoint Investment Advisers, LLC ("VIA")**, a wholly-owned subsidiary of ICMA-RC and an SEC-registered investment adviser, serves as the investment adviser to The Vantagepoint Funds, for which ICMA-RC is the sponsor. The Vantagepoint Funds is an SEC-registered series investment company with each of the funds in the series having different investment objectives and strategies. Pursuant to its written advisory agreement with The Vantagepoint Funds, VIA, with the consent and approval of The Vantagepoint Funds' Board of Directors, enters into agreements with subadvisers for the performance of some or all of VIA's duties and responsibilities to the Funds. VIA retains the responsibility and authority to monitor and review the performance of each subadviser. **Vantagepoint Transfer Agents, LLC ("VTA")**, a wholly-owned subsidiary of ICMA-RC, is The Vantagepoint Funds' designated transfer agent and provides The Vantagepoint Funds with certain transfer agency and administrative shareholder support services related to the Retirement Plans and Participants that invest in The Vantagepoint Funds. These services include the preparation of shareholder reports and proxies, shareholder recordkeeping, transferring ownership of shares, and maintaining share ownership records for The Vantagepoint Funds. **ICMA-RC Services, LLC ("RC Services")**, a wholly owned subsidiary of ICMA-RC, is a broker-dealer registered with the SEC and is a member of the Financial Industry Regulatory Authority ("FINRA"). ICMA-RC Services is also registered as a broker-dealer in all fifty states, and the District of Columbia. Certain employees of ICMA-RC are also registered representatives of RC Services and are required to pass the appropriate FINRA qualification examinations. ICMA-RC uses RC Services to affect transactions in unaffiliated, third party mutual funds that make up the underlying investments of certain VantageTrust funds. Additionally, RC Services serves as the distributor of The Vantagepoint Funds. [1] Investment advice and analysis tools are offered to participants through ICMA-RC, a

			federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
	2	**Indicate how many years your company has been active in the deferred compensation business. Please indicate the period of time for each service, if different, such as investment management for x years, recordkeeping for y years, trustee services for z years**	ICMA-RC has been active in the governmental retirement plan business since 1972. Deferred compensation (457) plan administration & record keeping: 40 years Investment management: 40 Years Defined contribution (401) plan administration & recordkeeping: 26 years
	3	**Please provide a breakdown of the number of deferred compensation clients that you service in the following areas:**	Statistics below are provided as of March 31, 2012.
		Full Service	
		Number of clients	4,826
		Value of assets	$30.6 billion
		Investment Only	
		Number of clients	6
		Value of assets	$641 million
		Recordkeeping Only	
		Number of clients	3
		Value of assets	$10.4 billion
		Total	
		Number of clients	4,835
		Value of assets	$41.6 billion

	4	**What is your experience in servicing clients the size of the City of Chandler?**	Local government employers established ICMA-RC for the sole purpose of providing high-quality retirement plan services to public sector employers. We administered the first nationally available §457 plan in 1972 and offered public sector employers §401 plans in 1985. We pioneered Retirement Health Savings (RHS) Plans in 2000. In 2001, ICMA-RC contributed to EGTRRA, on behalf of public sector retirement plans. We serve numerous clients with plans of a comparable size to the City of Chandler. We have served many of our large clients for more than 20 years and have experience delivering the highest quality service to public sector retirement plans of a size and sophistication comparable to yours. We are 100% focused on government-sponsored retirement plans just like yours—and have been for 40 years. We provide on-site service and education through a regionally-based team of full-time registered representatives and CERTIFIED FINANCIAL PLANNER™ professionals. Also, the City requires an administrator that is thoroughly versed in both the Internal Revenue Code and 457/401 Model Plan regulations to ensure that your plan is always meeting current legislative requirements. ICMA-RC's Legal Division is staffed by experienced professionals who are fully knowledgeable on, and maintain our service in compliance with applicable federal law. To address plan sponsors legislative needs, we provide advanced information on potential changes to laws and regulations. Our Legislative Affairs staff maintains a "Legislative Report" on our plan sponsor website that provides up-to-date information on pending legislation that could impact the City's plan. We also electronically send a legislative and regulatory report, the **Washington Perspective**, which discusses regulations as important developments occur. The quality of our plan administration is best demonstrated by our exceptional client retention rate: as of March 31, 2012, over 99% of all our clients choose to retain ICMA-RC annually because we continuously demonstrate our commitment to government employers through competitive pricing and service and technology enhancements.
	5	**How many of your employees are dedicated to 457(b) recordkeeping and administration services? Where are they located?**	105* employees are dedicated to deferred compensation and defined contribution plan recordkeeping and administration services. These employees are located at ICMA-RC's headquarters office in Washington, DC. *Data as of 12.31.2011. Human Resources statistical data is calculated on an annual basis.

	6	**Provide details of any past or pending litigation or regulatory inquiries during the last 5 years involving your company that relates to plan administration, securities or financial fraud, or breach of fiduciary responsibilities.**	In its capacity as a third-party administrator, ICMA-RC has been named as a defendant or co-defendant with the plan sponsor in benefit claims litigation brought by plan participants or putative beneficiaries (e.g., a benefit claims dispute brought by the widow of a deceased participant) seeking determinations regarding those parties' entitlement to benefits. However, the nature and quality of ICMA-RC's administrative and recordkeeping services have never been at issue in any such claims.
	7	**Has your organization (or is it currently) been investigated by the Securities and Exchange Commission or any other regulatory body with regard to mutual fund trading, market timing or late trading? If so, please describe in detail.**	No. ICMA-RC has received no regulatory actions due to improper trading practices.
	8	**Has your organization been rated by a third party publication regarding your level of service and standing in the industry? If yes, please provide a copy of the report.**	Yes. ICMA-RC is the 23rd largest US record keeper based on assets under record keeping, according to a June 2011 PLANSPONSOR magazine recordkeeping survey. During the spring of 2011 PLANSPONSOR distributed a questionnaire to providers of full service and unbundled record keeping services for defined contribution plans, and received 74 responses on which the rankings are based. A copy of the June 2011 PLANSPONSOR magazine is included in the **Appendix.**
	9	**If selected to work with the City of Chandler, how would your company organize the resources that provide deferred compensation plan services? Please describe the specific team(s) that would work with the City during the transition, implementation, and on an ongoing basis. Please indicate where these individual/teams are located.**	ICMA-RC provides an experienced, expert team dedicated to delivering **Platinum Service** – our commitment to exceptional education, investment and plan administration solutions with the highest quality service. Our team of dedicated professionals will provide consistent, reliable, high-quality service for you as follows: Your current ICMA-RC **Regional Manager, Mike Collins,** leads the delivery of all service for your plan. Mr. Collins has total direct accountability for your satisfaction and he will be available on-site as needed. In this role he will continue to: ▪ Serve as your primary point of contact ▪ Lead the team that provides on-site educational services ▪ Provide an annual report on plan activity, plan investments and performance ▪ Address new services and industry developments ▪ Educate the Committee on plan topics of interest Educational services are provided by a salaried education professional, **Randall Neis, Retirement Plans Specialist.** Mr. Neis is based locally and will be on-site at City locations. He currently:

			▪ Discusses education goals in consultation with your staff ▪ Conducts group enrollment, investment, and retirement planning seminars ▪ Provides individual participant retirement consultations ▪ Assists retirees in the selection of the most appropriate payment options for their specific needs **Tom Axline, CERTIFIED FINANCIAL PLANNER™ professional**, currently educates employees on the need to have a comprehensive understanding of their unique financial planning situations. As a salaried, non-commissioned employee, Mr. Axline does not sell ancillary products to the City's employees. Mr. Axline will be available on-site at City locations to: ▪ Deliver comprehensive seminars and workshops that address key participant concerns including saving for, transitioning into, and managing retirement goals, as well as additional topics such as college, estate, insurance, and tax planning essentials ▪ Provide City employees access to individual financial planning consultations Administrative and record keeping services will be provided by Rod Alcazar **Client Services Director**. Mr. Alcazar is based in ICMA-RC's Headquarters office in Washington, DC. He supports your enrollment, transaction processing, reporting, inquiry resolution, and other day-to-day administrative needs.
	10	**Please describe the transition process and what is required from the City of Chandler to ensure a smooth transition.**	Since ICMA-RC is the current provider for the City's 457 and RHS plans, no transition will be necessary if ICMA-RC is selected to continue administering the plans.
	11	**Please include a transition timeline assuming an award date of 9/1/2012 and an implementation date of 1/1/2013.**	No transition will be necessary if ICMA-RC is selected to continue administering the plans.
	12	**Describe your service standards. Do you guarantee service performance? If so, please describe.**	ICMA-RC will consult with the City to establish clear and defined service benchmarks, with specific incentives to the City for non-compliance. Should we fail to meet these benchmarks, ICMA-RC will provide incentives, either in terms of additional administrative and educational services or financial consideration, as mutually agreed between ICMA-RC and the City.

	13	**Who would the plan's relationship manager be? Please provide a copy of the proposed relationship manager's biography (including work history). Would that person attend a finalist interview?**	Mike Collins, Regional Manager will serve as the City's relationship manager. Mr. Collins would be available to attend a finalist interview. Mr. Collins is responsible for managing and monitoring the activities of the local Retirement Plans Specialists in Arizona. He also works directly with the plan sponsors in these states to establish education and service goals. Mr. Collins meets with plan sponsor retirement plan boards to provide ongoing plan updates, education, and industry and regulatory updates. He also is the local first contact for problem resolution for participants as well as plan level questions or concerns. Prior to becoming the West Regional Manager, Mr. Collins was the local Retirement Plans Specialist for the Northern Colorado Territory from 2003 to 2008. Before joining ICMA-RC in March 2003, Mr. Collins was employed as a Financial Adviser for almost nine years with Waddell & Reed, where he was responsible for 300 accounts, as well as Archdiocese of Denver 403(b) plan. Mr. Collins received a Bachelor's degree in Business/Accounting from Briar Cliff College, Iowa. He is a FINRA Series 6 and 63 Registered Representative and a NASAA Series 65 Registered Investment Adviser Representative. Mr. Collins is also a Series 26 Principal licensed and holds Life Insurance licenses in the States of Colorado, Wyoming, Arizona, New Mexico and Texas.
	14	**If selected to work with the City of Chandler, who would be assigned as on-site participant support representatives? Please attach a copy of their biography (including work history).**	Randall Neis, your current local on-site participant support representative, will continue to serve the City's employees. Mr. Randall Neis is responsible for providing on-site services to public sector employer retirement plans in Arizona. He works directly with plan sponsors to establish education goals. Mr. Neis meets with plan participants to provide personal counseling on investment and retirement planning and conducts group enrollment, investment, and retirement planning seminars. He provides personalized assistance in the development of retirement savings plans, using a laptop computer to provide benefit illustrations. Mr. Randall Neis has nine years of experience in the financial services industry. Before joining ICMA-RC in August 2006, Mr. Neis was employed as a Financial Advisor for five years with AIG VALIC, where he worked in the 403(b) and 457 markets with educators and public service employees. Mr. Neis also has experience as a teacher and high school athletics coach in Arizona. Mr. Neis received a bachelor's degree in Education from Winona State University. He is a FINRA

			Series 6, 63, and 65 Registered Representative. Mr. Neis also holds an AZ Insurance license. Ross Emmer, an additional Arizona based Retirement Plan Specialist who provides onsite back up support. In addition, Ross Emmer, Retirement Plans Specialist, will also be available when needed to support Mr. Randall or fulfill on-site education needs if Mr. Randall is unavailable. Mr. Emmer has 15 years experience in the financial services industry. Before joining ICMA-RC in 2007, he worked in management with AIG Financial Advisors and Prudential Securities. Most recently, he helped fellow financial advisors strengthen their practice management skills and build sound client presentations using complex financial planning software. Mr. Emmer earned a Bachelor's degree in Communication and Finance from the State University of New York at Geneseo. He is a CERTIFIED FINANCIAL PLANNER™ professional and a Chartered Financial Consultant designee. He is also a FINRA Series 7, 24, and 66 Registered Representative.
	15	**Provide five references of clients who use your defined contribution services, three of whom are Section 457(b) plans with more than 1,000 eligible employees. Include a contact name, title and telephone number, the nature of the services provided and the number of participants and amount of assets served.**	Participant and asset data is provided as of March 31, 2012: City of Scottsdale , AZ Mr. Ken Nemec, Benefits Manager, (480)312-7803, 401 and 457 plan administration services, 2,141 participants, $86 million in assets under administration. City of Peoria, AZ Ms. Nancy Fantasia, Benefits Manager, (623)773-7554, 401 and 457 plan administration services, 1,597 participants, $48 million in assets under administration. City of Tucson, AZ Mr. Michael Hermanson, Retirement Manager, (520)837-4306, 401 and 457 plan administration services, 4,200 participants, $210 million in assets under administration. City of Bullhead City, AZ Ms. Kristy Brusso, Human Resources, (928)763-9400, 401 and 457 plan administration services, 495 participants, $23 million in assets under administration.

			City of Albuquerque, NM Mr. Mark Saiz, Human Resource Manager, 505 768 2927, 401 and 457 plan administration services, 2,225 participants, $63 million in assets under administration. .
		In addition, please provide the same information for two 457(b) plan clients of similar size who have terminated their relationship with your company in the last two to three years.	City of Mesa, AZ Mr. Ed Archibald, Plan Coordinator, (480) 644-3102, 401 and 457 plan administration services, 717 participants, $14 million in assets under administration. Plan transitioned 7/2008. City of Largo, FL Mr. Kim Adams, Director of Management Services, (727) 587-6747, 401 and 457 plan administration services, 560 participants, $14 million in assets under administration. Plan transitioned 6/2009.
	16	**The selected vendor will be required to provide proof of Professional Errors and Omissions Liability Insurance. Please provide proof of such coverage, along with a description of the limit of liability, the name of the insurance provider, the effective date of coverage, and the coverage provided.**	ICMA-RC carries the following key insurance to protect against loss to participants and beneficiaries from negligence, misadministration and other insured perils: Insurance: Fidelity Bond Carrier: Great American Insurance Company / Berkley Regional Insurance Company Deductible: $250,000 Limit: Up to $50 million limit per claim and subject to a $50 million aggregate limit. Insurance: Professional Liability Carrier: CHUBB Federal Insurance Company / Travelers St. Paul Fire & Marine Insurance Company / Arch Insurance Co. Deductible:

			$1,000,000 Limit: Up to $25 million limit per claim and subject to a $25 million aggregate limit. NOTE: We have been advised by our risk management broker, Marsh USA Inc., that ICMA-RC's existing $25 million Professional Liability Insurance and $50 million Fidelity Bond compares favorably to institutions of our size, risk profile, and experience
	17	**Please list and give a brief description of any litigation (pending or resolved) initiated against your company (or any related companies whose services are included in your response to this RFP) during the past five calendar years (dating back to 01/01/2007) in the retirement plans area. If resolved, please describe the nature of the resolution.**	In its capacity as a third-party administrator, ICMA-RC has been named as a defendant or co-defendant with the plan sponsor in benefit claims litigation brought by plan participants or putative beneficiaries (e.g., a benefit claims dispute brought by the widow of a deceased participant) seeking determinations regarding those parties' entitlement to benefits. However, the nature and quality of ICMA-RC's administrative and recordkeeping services have never been at issue in any such claims.
	18	**Please disclose your credit rating as reported by any one or all of the following:**	As a non-profit, non-stock corporation, ICMA-RC is not rated by rating agencies.
		Moody's	N/A
		A.M. Best	N/A
		Standard & Poor's	N/A
		Fitch	N/A
		In addition, please denote any changes (if any) to your credit rating over the past three calendar years (dating back to 01/01/2009).	N/A
	19	**What fiduciary responsibility does your organization assume?**	To the extent it is determined that ICMA-RC exercises discretion in regards to the administrative services or plan related products made available to the City, ICMA-RC accepts fiduciary responsibility for those activities and related products.

Participant Education and Support Services	20	Indicate with an X which communication materials and services you provide via paper or electronically. Also mark an X if you will modify them for the client.	
			Standard - Paper
		Enrollment forms	X
		Plan highlights	X
		Fund descriptions	
		Announcement letter	X
		Video	
		Slide presentation	
		Retirement calculator	
		Investor education	X
		Modeling software	X (electronic software)
		Fund prospectuses	X
		Performance updates	X
		Newsletter	X
		Articles	X
		Posters	Not Available
		Payroll stuffers	Not Available
		Quarterly participant statements of account	X
		Voice Response System (VRS) menu map	
		Employee investment seminars	
		Committee investment presentations	X
		Quarterly management meetings	

		Meeting leader training	X
		Other:	
			Standard - Electronic
		Enrollment forms	X
		Plan highlights	X
		Fund descriptions	X
		Announcement letter	
		Video	X
		Slide presentation	X
		Retirement calculator	X
		Investor education	X
		Modeling software	X
		Fund prospectuses	X
		Performance updates	X
		Newsletter	X
		Articles	X
		Posters	X
		Payroll stuffers	X
		Quarterly participant statements of account	X
		Voice Response System (VRS) menu map	X
		Employee investment seminars	X
		Committee investment presentations	X
		Quarterly management meetings	X
		Meeting leader training	X

		Other:	X
			Modified (company name and logo)
		Enrollment forms	Not Available
		Plan highlights	Not Available
		Fund descriptions	Not Available
		Announcement letter	X
		Video	Not Available
		Slide presentation	X
		Retirement calculator	Not Available
		Investor education	Not Available
		Modeling software	Not Available
		Fund prospectuses	Not Available
		Performance updates	Not Available
		Newsletter	Not Available
		Articles	Not Available
		Posters	X
		Payroll stuffers	X
		Quarterly participant statements of account	X* *The participant quarterly statement can include the City's logo. At the City's option the ICMA-RC logo can appear as well or it can be excluded. The Plan Name, i.e. 'City of Chandler' will appear on the statement as well.
		Voice Response System (VRS) menu map	Not Available
		Employee investment seminars	X
		Committee investment presentations	X
		Quarterly management meetings	X

		Meeting leader training	X
		Other:	
	21	**Describe any seminars or counseling you provide to participants on:**	
		a. Investments	Your ICMA-RC representative, Randall Neis, conducts educational seminars to enhance the investment knowledge of your employees. Employees with minimal or basic knowledge of investing for their retirement are the target audience. During the seminars, Mr. Neis reviews plan investment options and walks investors through key principles of investment strategy. The investments seminars include: ▪ Investing for Retirement ▪ Invest Smart in Volatile Markets ▪ Generating Income in Retirement: Introducing the IncomeAdvantage Fund
		b. Retirement	The following ICMA-RC core presentations are offered to help employees build retirement security. The presentations provide a wide scope of topics and are meant to provide financial education in a straightforward, simple and convenient manner. The core retirement planning seminars available from ICMA-RC's Retirement Plans Specialist are: ▪ Am I On the Right Track for Retirement? ▪ Charting Your Course: Saving towards Your Retirement Dreams ▪ I am Nearing Retirement. Now What? Managing Your ICMA-RC Retirement Accounts ▪ Why a Roth IRA?
		c. Financial planning	The following financial planning seminars will be available from Tom Axline, your ICMA-RC CERTIFIED FINANCIAL PLANNER™ professional: ▪ Are You Ready for Retirement? ▪ Protecting Your Savings ▪ Women and Financial Planning ▪ Ready, Set, Save – for Financial Independence ▪ Social Security Planning – with a Public Sector Focus

			▪ Investing for a Lifetime Workshop ▪ Estate Planning for Everyone ▪ Credit and Debt: Minimizing Your Costs and Maximizing Your Benefits ▪ Thinking about Long-Term Care
		d. Other financial topics	The following seminars, available from Tom Axline, provide participants with information on other financial topics of interest: ▪ Planning for Retiree Healthcare ▪ College Smarts: Funding a College Education ▪ Managing Your Money Workshop ▪ Preparing for Employment Uncertainty ▪ Beneficiary Designations for Retirement Accounts
	22	**Does your firm provide enrollment representatives to meet with employees at participant enrollment meetings at each location? If not, what criteria are used to determine which sites will be visited? Please provide an overview of the training provided to enrollment representatives.**	Your local ICMA-RC representative, Randall Neis, is available to meet with employees at the six City office locations and the City Hall. He will work with the City to develop a meeting schedule that can accommodate the needs of employees. **Training** All staff receives 45 hours of classroom training. This program includes discussions of public sector plans, regulatory provisions of various types of retirement plans, ICMA-RC product characteristics, and plan features (contributions, withdrawals, transfers, taxes, penalties, etc.). In addition to this classroom training, each new associate is involved in extensive self-study and on-the-job training. This is supported by online tutorials, and exams, and a comprehensive training manual. Ongoing performance support is provided by a comprehensive online help system and a bulletin board for frequent updates. On-the-job training and coaching is customized to the particular responsibilities of the associate. This on-the-job training consists of extensive supervision and monitoring during their first three months of employment and working side-by-side with experienced colleagues. Retirement Plans Specialists receive additional customized training regarding the clients they serve. This includes two weeks of additional training to learn the features of our services and the specific requirements of the large plans they serve. ICMA-RC utilizes role-play exercises to augment classroom learning. These exercises involve the associate being given a scenario involving a participant, and the associate describing how they would assist the participant with a solution.

			On an ongoing basis, Retirement Plans Specialists attend quarterly training programs that include intensive product and systems training, and group breakout sessions to discuss client issues and solutions. The purpose of these sessions is to provide continuous education for our on-site professionals and to provide an interactive communication between our representatives and management on issues raised by employers and participants. In addition to individual tutoring, ICMA-RC's on-site representatives receive group and individual presentation skills training. These sessions are generally conducted by outside industry experts. Headquarters associates have access to training online and group seminars on topics of particular import to their specific jobs.
		Do you require enrollment representatives to have a minimum level of education?	**Education:** Retirement Plans Specialists are required to have a Bachelor's degree or equivalent work experience
		Do you require that enrollment representatives be licensed?	**Licenses:** Local, on-site Retirement Plans Specialists and Investor Services Representatives, who staff the call center, maintain FINRA Series 6 and 63 licenses. All ICMA-RC associates are required to successfully complete their licensing requirement before communicating with participants.
		What is the average experience level of your enrollment representatives?	**Experience:** The average experience level of ICMA-RC's Retirement Plans Specialists is 9 years
	23	**Does your firm contract with a third party to provide investment advisory services directly to participants?**	Yes. ICMA-RC's Guided Pathways® suite of investment advisory services combines the expertise of ICMA-RC with the state-of-the-art planning and investment analytics powered by Ibbotson Associates, a leading provider of retirement advice and asset allocation strategies. Ibbotson is a federally registered investment advisor and a wholly owned subsidiary of Morningstar Inc., a leading world-wide provider of independent investment research committed to helping investors reach their financial goals.
		If so, please include the name of the firm and an outline of the services provided.	ICMA-RC offers a comprehensive suite of investment advisory and planning services through our **Guided Pathways®*** program, powered by Ibbotson Associates, providing the appropriate level of assistance to your employees based on how involved they want to be in their retirement investing decisions. Employees have access to Guided Pathways® over the telephone through a dedicated and credentialed team or directly through our website. ***Guided Pathways® Services***

			Guided Pathways® begins with a personalized retirement savings plan that provides employees with a wealth forecast developed from their individual information. Based on this wealth forecast, employees receive a savings rate recommendation and can see how changing certain factors impact their chances of reaching their retirement goals. Building on the retirement savings plan, Guided Pathways® provides three levels of service that enables your employees to choose the level of investment advice and account management that best meets their needs and preferences: ▪ **Asset Allocation Guidance** – Asset Allocation Guidance provides employees with a recommendation on how to divide their retirement plan assets among the different asset classes available in your plan. However, employees remain responsible for selecting the actual funds to fill the recommended asset classes. ▪ **Fund Advice** – Fund Advice provides employees with a "point-in-time" fund specific investment portfolio recommendation from the funds available within your plan. Employees remain responsible for monitoring their account and initiating any investment changes. ▪ **Managed Accounts** – Offers a higher level of service than asset allocation guidance or fund advice. Employees benefit from ongoing discretionary professional management of their retirement accounts, with the objective of helping them reach their retirement goals. At any time, employees may elect to opt out of Managed Accounts and go back to managing their own accounts. Managed Accounts provides an individually designed portfolio based on the employee's goals and savings capacity. Although only retirement plan assets will be managed, other assets or sources of retirement income (i.e., spousal assets, defined benefit pensions, retail brokerage accounts, etc.) can be considered for the purpose of determining the appropriate allocation for the retirement plan account. Portfolios are constructed from the investment options available in the plan. On an ongoing basis, ICMA-RC assumes the discretionary management of the employee's retirement plans investments. We will reallocate the account among available plan investments as the employee ages and as his financial or personal situation or retirement objectives change. ICMA-RC will rebalance the account quarterly to provide consistent investment allocations and will contact employees annually to inform them of their account status and obtain updated information that may impact their retirement investing goals and the allocation of their investment assets. * Investment advice and analysis tools are offered to participants through ICMA-RC, a federally

			registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
	24	**Please clarify expectations during the transition year regarding number of employee meetings and communication materials.**	If ICMA-RC is selected to continue administering the plans, then no transition will be necessary and your ICMA-RC representative will continue to provide monthly employee meetings and communication materials.
	25	**Do you provide quarterly participant statements? How soon after the end of a quarter do participants receive statements? Do you have the ability to provide electronic (paperless) statements?**	Yes. We provide quarterly statements to participants, which are mailed within 10 business days of the end of the quarter. Participants can elect to receive their quarterly statements electronically through our online service called eDelivery, which enables participants to view, print, and download quarterly account statements. Participants in the part-time plan will receive annual statements.
	26	**Do you have an investment education newsletter available for employees? Please enclose two samples.**	ICMA-RC provides participants with a quarterly newsletter. Our quarterly participant newsletter discusses investment performance, market trends, new plan features and services, regulatory developments, and other issues. Two samples of the Quarterly News have been included in the **Appendix.**
Administration, Recordkeeping and Trust/Custodial Services	27	**Describe in general terms and provide examples of how your system processes contributions. Are confirmations of rollover contributions sent?**	Contributions received in good order by 2:00 p.m. Mountain Time are included in that day's reconciliation, executed that night at close of business share prices, and posted to participants' accounts. Contributions received in good order after 2:00 p.m. Mountain Time or on weekends and holidays are included in the next business day's reconciliation. ICMA-RC provides confirmation for rollovers.
	28	**What is the timing for when participant records are updated and when funds are invested following the receipt of contributions?**	Participants may instruct ICMA-RC to execute investment transfers over our website, via our voice response system, or through our Investor Services Representatives. The following process is used to implement fund transfers: All participant transfer instructions received in good order by 2:00 p.m. Mountain Time, are included in that day's reconciliation and posted to participant accounts at the price as of the close of business. Transactions received after 2:00 p.m. Mountain Time or on weekends and holidays are included in the next business day's reconciliation and are posted to participant accounts at that day's close of business share price. - Fund NAVs are received from each investment provider by 4:30 p.m. Mountain Time each evening.

			- All activity is aggregated and a buy and sell is made with each investment option. - We receive confirmations of wires sent to investment companies. - We transmit trade information for the funds before 6:00 a.m. Mountain Time. - We initiate cash transfers to finalize daily transactions with each investment fund by 7:30 a.m. Mountain Time at the prior business day's close of business price.
	29	**Describe how you handle the administrative review of Hardship Withdrawal requests.**	ICMA-RC works closely with the employer to minimize its work related to emergency withdrawals. To assist the employer in the qualification process, we can review such requests and provide them with a recommendation regarding their conformance with the plan document and Internal Revenue Code. We also are prepared to discuss the City's needs in this area, specifically if the preference is for ICMA-RC to determine approval or denial of the request.
	30	**Describe how you handle the administrative review of New Loan requests.**	A participant can request a loan through the Call Center or via Account Access. Our systems automatically calculate the loan amount that is available based upon IRS and plan rules. All edits are done through the system to ensure that we are abiding by plan and IRS regulations.
	31	**Describe in detail how your system processes:**	
		a. hardship distributions	Upon receipt of signed and approved emergency withdrawal applications, ICMA-RC will process the transaction as a redemption on the record keeping system, which is included as part of the daily net purchase or sale with each investment manager. Approvals received by 2:00 p.m. Mountain Time are paid in two business days.
		b. lump-sum distributions	ICMA-RC will issue checks on the following schedule: ▪ ICMA-RC receives disbursement instructions by employer-approved form or authorization from the Employer by the submittal of the termination date through EZLink. We can mail withdrawal packages to retiring employees. Lump sum requests for immediate payment received by 2:00 p.m. Mountain Time will be paid in two business days if all plan waiting periods have been met. ▪ Requests for lump sum payments at a future date and periodic payments are initiated on one of four monthly schedules within the parameters of the employer's plan document. In addition, ICMA-RC offers online withdrawal services. Once the employer provides termination dates for participants, they can log onto Account Access to request disbursements. Requests received in good order before 2:00 p.m. Mountain Time are disbursed the following day.
		c. systematic payments/installments	Our system is programmed to automatically disburse systematic payments based on the participant's election from the available installment options.

		d. annuities	If participants wish to purchase an annuity, ICMA-RC's Income for Life program* offers a convenient, objective, and low-cost method to purchase annuities as a form of distribution from selected insurance companies. Based on information provided by the participant or beneficiary, a registered Investor Services Representative generates an individual annuity quote/benefit illustration. This information, along with an annuity enrollment kit, is mailed to the participant or beneficiary. Upon participant/beneficiary return of employer-approved enrollment forms, funds are wired to the annuity provider and a confirmation of the annuity purchase is mailed to the participant or beneficiary. The annuity provider then sends a welcome letter, customer service information and an annuity certificate to the participant or beneficiary. The annuity provider then begins making annuity payments to the participant at the agreed upon frequency. **Annuities are insurance products available through companies not affiliated with ICMA-RC. Please consult "Income for Life Annuity Program: Immediate Annuities for Retirement Income," prior to purchasing an annuity. 1-800-669-7400.*
		e. rollovers to another plan or an IRA -- are rollover checks sent to the participant or directly to the IRA provider?	ICMA-RC processes plan-to-plan transfers consistent with Federal laws and regulations. We verify the acceptability or qualification of the transfer or rollover at the plan level. Rollover payments are sent directly to the new provider.
		f. in-service transfers and rollovers into the plan	Rollovers from another plan are accepted at any time and are invested when both the participant's rollover form and money are received in good order.
		g. retroactive account adjustments	Our system calculates the appropriate adjustment for participant accounts by making a correction with the adjusted effective date entered into the system.
	32	**Describe in detail how your system processes required minimum distributions. Do you provide participants with guidance on determining the required minimum annual distribution and annual recomputations?**	ICMA-RC calculates the required minimum distribution (RMD) for all participants over 70½ and separated from service to ensure that they receive their required minimum distribution. For participants already receiving RMD payments, we adjust their payments each year to satisfy their RMD. For participants who are receiving non-RMD payments, we review their accounts annually and adjust them, if necessary, to ensure they satisfy their RMD. For participants who are not receiving payments, we notify them to make a payment election. If no election is made, we distribute the RMD payment prior to the IRS deadline. We calculate the required minimum distribution each year using the life expectancy tables provided in the Internal Revenue Service Publication 590.

	33	**Describe in detail how your system processes transfers/exchanges (including frequency/limitations). Do you allow directed transfers by dollars or percentages, or reallocations according to a set of percentages? Can you provide both methods? Are confirmations sent?**	Fund transfers and exchanges are processed daily. Transfers made be made either in terms of dollars or percentages and reallocations made by made by percentages. All participant instructions received in good order by 2:00 p.m. Mountain Time are included in that day's reconciliation and posted to the participants' accounts at the price as of the close of business. A confirmation letter is generated to the participant within two business days of the posting of the transaction. **Fund Restrictions:** With the philosophy that your employees should have maximum control over their retirement savings, we have designed our program to provide flexibility without the restrictions and fees sometimes imposed by other providers. The only restrictions are as follows: **Redemption Fees:** Many mutual funds have adopted policies and procedures designed to discourage frequent trading of fund shares. Funds may assess redemption fees for assets that have been invested for less than a period of time as defined in the fund prospectus. **Participant-Level Restrictions:** Due to restrictions from investment contract issuers and wrappers, direct transfers from the stable value VantageTrust PLUS Fund to competing funds or VantageBroker accounts are not permitted. Funds that are considered to be competing are fixed income funds with durations of three years or less or any certificate of deposit products. This includes money market and other low duration bond funds. Investors must transfer their money to a non-competing fund for 90 days (equity wash) before investing in a competing fund (this includes assets in the PLUS Fund shifted to co-providers, if applicable). **Plan-Level Restrictions:** ICMA-RC retains full discretion to release employer-initiated PLUS Fund withdrawals in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of (a) a replacement for ICMA-RC as administrator of the Employer's Plan, or (b) a replacement investment option for the PLUS Fund under the Employer's Plan. This restriction on employer withdrawals from the PLUS Fund does not apply to participant directed withdrawals from the Fund. **Market Value Adjustments:** ICMA-RC does not impose any financial market value adjustments or other financial penalties on withdrawals or transfers among funds or rollover of funds to another provider. **Short-Term Trading Policy:** A summary of ICMA-RC's Frequent Trading Policy is provided on the enclosed CD-ROM in the Appendix. **Confirmations:** Confirmations are mailed within two business days of posting for fund transfers and exchanges. For participants who opt to receive online confirmation statements, confirmations are available online the next business day after the transaction posted.

	34	**What methods of inter-fund transfers do you provide to participants (directed dollar amounts or reallocations to a set of percentages)? Can you provide both methods?**	ICMA-RC's record keeping system can handle percentage reallocations.
	35	**Will your system allow for Roth contributions and Roth account maintenance?**	Yes.
	36	**Does your system provide all required tax data for plan distributions? How are withheld taxes processed for payment? Are tax statements (state and federal) issued (1099-Rs)? When -- upon distribution or at year-end?**	Our record keeping system processes disbursements daily, remits withholdings on a timely basis, and generates required Federal and state tax reports. ICMA-RC prepares and issues Form 1099R to participants before January 31 of the year following the reporting year. A tax report is produced and reviewed for accuracy by ICMA-RC, and ICMA-RC uses it to prepare withholding remittances and support the filing of quarterly and annual Federal/state tax reports. This report is also used to reconcile payments from our disbursement system to disbursements posted to our record keeping system, as well as to balance state withholdings. If a check must be voided, the gross disbursement amount is restored to the participant's account and ICMA-RC applies for a refund of taxes withheld.
	37	**Payroll information:**	
		a.) Does your company require data be sent in a specific format? If yes, describe and include a sample data layout.	Yes. Payroll data is sent electronically through EZLink, our Web-based employer administrative tool. EZLink allows the employer to download data directly from its payroll system into a record layout supplied by ICMA-RC (ASCII File). Employers with automated processing capability may submit payroll files to ICMA-RC using File Transfer Protocol (FTP). Files must be in the standard layout supplied by ICMA-RC and must be encrypted using PGP Corporation software to protect client data. ICMA-RC's system will automatically send the employer an email notification when the file is received. Contribution monies may be sent to ICMA-RC by wire or ACH to our designated bank. Contributions received in good order by 2:00 p.m. Mountain Time on a business day (i.e., when the NYSE is open) are included in that day's reconciliation and posted to participants' accounts at the price as of the close of business. A copy of our file layout is provided in the Appendix.
		b.) What types of devices can be used (tape, disk, modem transfer, etc.)?	Payroll data is sent via our encrypted plan sponsor website, EZLink, or through FTP.

		c.) What type of edits and error checks do you perform on the data? How would you work with the City of Chandler to resolve discrepancies?	Immediately upon receipt of the transmission from the employer, contribution data is run through a custom edit process identifying any data exceptions, including validation of the member's account. Defined checklists provide for manual verification of data, including confirmation of appropriate trade dates. Most errors are identified through daily edits that are run and viewed online several times a day. Prior to engaging our system's update cycle, ICMA-RC associates review edit reports, identify rejected and flagged transactions, and research and correct those transactions prior to nightly postings. Corrected transactions are run through the edit process before posting to ensure accuracy. Electronic edit processes also ensure that the payroll data reconciles to the cash deposit previously received for this batch of data. Reporting is generated from this process detailing any exceptions. Exceptions are brought to the plan sponsor's attention immediately for any employer payroll not reconciling to the previously received cash deposit and ICMA-RC works closely with the plan sponsor in resolving them. Exceptions are tracked until corrected. Additional daily edit/validation checks and post process reconciliations are performed to ensure accuracy by identifying the small number of errors missed through this process. The results of the posting process are reviewed and reconciled. Any exceptions are immediately researched and resolved.
	38	**d.) If there is an out-of-balance occurrence in payroll due to a contribution error for one participant (or a small subset of participants), will you process and invest the remaining contributions while the error is being reconciled?**	Yes. As long as we receive authorization from the City to do so, we can post a partial amount to a specific list of participants and hold the remainder of the deposit in suspense for a short period (up to three days) until the City directs us to either invest the remainder and/or return monies to the City.
	39	**Describe your loan administration process in detail. Do you send notifications of default directly to participants? What level of involvement will be required by the City of Chandler?**	Participants can request loans online or by applying over the telephone with an Investor Services Representative. They also can model loans online. When loans are initiated, ICMA-RC sends the check with loan acceptance language that is agreed to upon endorsement of the check. ICMA-RC provides an EZLink report to the employer's payroll department for payroll deduction repayments. Participants may determine the status of their loan repayment through our quarterly participant statements, which reflect the amount of the loan outstanding and the total loan repayments for the quarter (with principal and interest distinguished). They also can get up-to-date information on their loans from our Investor Services Representatives, our voice response system, or via the website.

			ICMA-RC sends notifications of default directly to participants with a copy to the employer.
	40	**Do you provide any testing and/or monitoring such as, ensuring that maximum contribution limits are satisfied, dollar limits on participants' elective deferrals aren't exceeded, and dollar limits on catch-up contributions are applied?**	The record keeping system monitors elective deferral limits. A Contribution Limit Report is updated daily and available online via EZLink. The report lists participants who have contributed elective deferral amounts close to or in excess of the current deferral limit. The report also provides year-to-date contributions and the estimated amount remaining as well as identifying catch-up and age 50 eligible participants.
	41	**Describe the process by which your company disseminates information about legislative changes to your clients and incorporates these changes into your recordkeeping/administration system.**	ICMA-RC provides information on potential changes to federal laws and regulations that could affect public sector retirement plans through the Washington Perspective feature on our plan sponsor website as well as in our monthly award-winning* Employer Bulletin. The Washington Perspective also provides an archive of federal activity by topic to facilitate easy access to evolving legislative and regulatory information, while the Employer Bulletin reports operational changes implemented as a result of legislative and regulatory activity. Additional activities include: ▪ Participation in industry group meetings regarding legislative/regulatory developments and their impact on public sector retirement plans. ▪ Discussions with U.S. government officials (through our outside counsel, industry groups, and directly) regarding issues that require additional guidance. ▪ Early and sustained education of ICMA-RC associates, plan sponsors and participants regarding significant legal and regulatory changes. ▪ Development of communications material incorporating new legal and regulatory provisions. ▪ Seminars and webinars on major legislative/regulatory changes for plan sponsors to provide details on those changes and guidance on how to implement them. ▪ Local seminars conducted by on-site Retirement Plans Specialists at both the employer and the participant level. ▪ Presentations at various public sector conferences, e.g., the National Association of Defined Contribution Plan Administrators (NAGDCA) and International City/County Management Association conferences. ICMA-RC utilizes OmniPlus, a state-of-the-art record keeping system developed by SunGard Corporation. SunGard continually provides releases to the software to ensure that the record keeping system remains in compliance with Federal laws and regulations. In addition, ICMA-RC peripheral systems that interact with OmniPlus are updated as necessary to maintain compliance with current laws and regulations. Plan provisions are built into the record keeping system and are housed in a plan resume. The core

			record keeping system and our proprietary peripheral systems all use the plan resume to supply information about the plan. In addition, participant transactions accessed and processed over the record keeping system adhere to the plan resume. Our Legal Division is responsible for ensuring that our service remains in compliance with all SEC and FINRA regulations. We conduct numerous tests to ensure compliance with plan and Internal Revenue Code provisions, including checks for participant adherence to minimum distribution requirements, fund transfer restrictions, and maximum contribution limits. *ICMA-RC's Employer Bulletin received a gold award in 2010 in the League of American Communications Professionals (LACP) Spotlight Awards competition. LACP serves as a forum to facilitate discussion of best practices with the public relations and communications fields and to recognize outstanding communications.
	42	**Please describe any new administrative programs or features that are in development.**	Provided below are product/service enhancements we anticipate rolling out within the next 12 months: ▪ Electronic Delivery of Prospectus, and Shareholder Mailings ▪ Print-on-Demand including Variable Enrollment Kits and Fund Option Sheets ▪ Expanded participant alerts to include mobile texts ▪ Enhancement of the IRA online experience to include easy-to-navigate enrollment and funding process ▪ Redesign of Participant web site ▪ Auto Savings Escalation
	43	**Describe the hardware platform and software system you use to administer deferred compensation plans.**	**Hardware System** Primary record keeping activities are processed on an IBM zSeries z890 mainframe in a Z/OS mainframe environment, and CICS as a transaction monitor. State-of-the art tape and disk storage units are attached to this processor, via high-speed optical data paths. Online access to the data is provided via a Novell NetWare, Windows 2000, and UNIX Local Area Network comprised of COMPAQ and SUN file servers, and more than 400 local PC workstations. Supplementing the mainframe applications, LAN-based systems deliver imaging and customized data entry, as well as inquiry and reporting functions. **Operating System** ICMA-RC's record keeping system, OmniPlus, operates in an OS/390 version 2.10 environment on

			an IBM 7060-H70 processor. OmniPlus was installed in 1998. This was an upgrade from the OmniPlan system, which was installed in 1993. Programs are written in COBOL and CICS. Our OmniPlus software has been extensively customized to meet the special requirements of public employers. **Network Communications** ICMA-RC operates a high-speed Gigabit-switched Ethernet network. Our network integrates IBM mainframe, Novell NetWare, and Microsoft Windows NT. ICMA-RC network infrastructure includes Cisco routers, access servers, and switches, which provide an end-to-end Ethernet-switched environment. Most users are running at 10BaseT or 100BaseT. Gigabit fiber riser cables connect the switches between floors. ICMA-RC's Internet connection is via multiple digital circuits to the Internet provided by redundant Internet Service Providers (ISP). Internet access is managed via a combination of screening routers and firewalls
		a. Do you own or lease a system? Please specify if an external package is being used.	ICMA-RC purchased its OmniPlus record keeping system from the SunGard Corporation. SunGard is an industry leader in providing integrated record keeping software. ICMA-RC owns the source code for the system and has full rights to customize the software as needed. ICMA-RC has a maintenance agreement with SunGard for updates to the software and manages the integration of the base SunGard functionality with customization that is needed for our processing environment and customers.
		b. How long have you been using your current system?	The OmniPlan system was installed in 1993. The OmniPlus system was installed in 1998. Our current production release of OmniPlus is version 5.90, which was installed first quarter 2011.
		c. Can your system be customized to meet client needs? If so, are there additional fees? What are they?	Our system can be customized to meet client needs. OmniPlus, our recordkeeping system has been customized in the past to meet features needed by all of our clients, such as when new regulatory requirements create the need for a new plan feature. We would be pleased to discuss if there are any features offered within your plan that are currently not on our core record keeping system and peripheral systems. There are no charges for plan changes from legislated or regulated changes, unless there are custom features in the plan that requires significant systems programming. In such case, an estimate would be provided.

		d. Please describe your system's back-up and data retention policies	ICMA-RC's commitment to maintaining the security and availability of all client data is of utmost importance and our recovery processes and resources reflect this commitment. All critical data, in all environments, is backed up daily to remote data storage facilities. Critical record keeping data on the mainframe is backed up three times each business day (twice at critical processing points, and again at the end of the processing day). Critical record keeping data on the LAN is replicated offsite periodically throughout the day. Our data backup and recovery software can either recover individual files, or reconstruct an entire disk volume from the latest backups. In addition, daily incremental backups of test and production data are created Monday through Thursday, and weekly backups of full production data are made every Friday. Daily and weekly backups are kept for 14 days, monthly backups are kept for 13 months. We have an Uninterruptible Power System (UPS) and a diesel generator to ensure uninterrupted processing if power fluctuation(s) or some other failure occurs. The computer center is an independent, state-of-the-art facility with its own climate-control and fire-suppression systems.
		e. Please describe your disaster recovery policy and procedures.	ICMA-RC has a thorough Disaster Recovery Plan that utilizes SunGard's Living Disaster Recovery Planning System (LDRPS). We utilize this system and our disaster recovery procedures through the implementation of routinely scheduled exercises. We are contracted for rigorous annual testing. Our LDRPS contains detailed disaster recovery plans for each department within our organization, providing clear and concise procedures for key individuals within each department to follow. This ensures that critical processes and access to customer systems will be available to our clients in the event of a disaster situation. The goal of our Disaster Recovery Plan is to be able to recover and resume business operations within 24 hours after a disaster declaration in response to an incident that impacts ability to process from ICMA-RC headquarters. In the event of a real disaster or emergency, ICMA-RC is well prepared with all essentials readily available to get our business up and running in the most efficient way; ultimately making the transition as seamless as possible. As part of our availability posture, high priority ICMA-RC customer systems available via the Internet are situated in a high availability collocation facility in Gaithersburg, Maryland. This provides an additional contingency level of Plan Sponsor and Participant availability in the event of disruption to systems at our headquarters facility. Additionally, Plan Sponsors and participants are protected during daily back-ups that are performed with processes developed with multi-layered security. ICMA-RC's commitment to maintaining the security and availability of all client data is of utmost importance and our recovery processes and resources reflect this commitment. All critical data, in

			all environments, is backed up daily to remote data storage facilities. Critical record keeping data on the mainframe is backed-up three times each business day, (twice at critical processing points, and again at the end of the processing day). Critical record keeping data on the LAN is replicated offsite periodically throughout the day. Our data backup and recovery software either can recover individual files, or reconstruct an entire disk volume from the latest backups. In addition, daily incremental backups of test and production data are created Monday through Thursday, and weekly backups of full production data are made every Friday. We have an Uninterruptible Power System (UPS) and a diesel generator on-site to ensure uninterrupted processing if power fluctuation(s) or some other failure occurs. The computer center is an independent, state-of-the-art facility with its own climate-control and fire-suppression systems. ICMA-RC's contracted data storage and disaster recovery facilities are certified to Federal (NARA and DoD) standards for physical security and to the most stringent industry standard for infrastructure resiliency. The facilities are part of a select group nationwide to have received certified design approval from the Uptime Institute at the Tier III level for resilience and concurrent maintainability. Our primary recovery site is located in Germantown, Maryland, a second backup recovery center is located locally in Gaithersburg, Maryland, with other sites available to us in the Northeast and Midwest in the event of a regional disaster. ICMA-RC's recovery network has been engineered to eliminate single points of failure and assure continuous, robust connectivity for client access at all times. The design features multiple, diversely routed communications links connecting ICMA-RC headquarters to the recovery servers at the remote recovery site.
	44	**Who has the ultimate responsibility/authority to make sure the recordkeeping system remains current with respect to laws, regulations, client needs, etc.?**	ICMA-RC's Information and Technology department has the ultimate responsibility of ensuring the software remains current to laws, regulations and client needs. Both ICMA-RC and SunGard monitor regulatory changes, industry trends and customer needs and enhance the system as required.
	45	**Describe your system's maximum limits with regard to the following:**	
		Investment funds	We can record keep up to 400 investment funds and a maximum of 2,000 fund/source combinations per plan.
		Contribution sources	Our system can accommodate up to 36 contribution sources.

		Transfers	ICMA-RC discourages short-term or excessive trading, often referred to as "market timing", in Fund shares and seek to restrict or reject such trading or take other action to prevent it when identified and judged by the Fund or its transfer agent to be potentially detrimental to the interests of the Fund and its shareholders. A summary of ICMA-RC's Frequent Trading Policy is provided in the Appendix.
		Other	N/A
	46	**Describe your process for adding, deleting or replacing (swapping) investment options. How much lead time is required to make such changes? If non-alliance funds are involved, is additional lead time required?**	The procedure for adding or removing a fund is as follows: ▪ The Employer notifies ICMA-RC of desire to make a change. ▪ ICMA-RC works with the Employer to select new investments option. ▪ ICMA-RC works with the Employer to announce the change to all participants. ▪ ICMA-RC implements the change. There are no charges for adding or changing investment funds on our platform. A list of our proprietary funds and funds in our mutual fund platform is provided on the enclosed Appendix CD-ROM. To provide timely communication with participants, fund changes are generally implemented in approximately 10 to 12 weeks. Additional lead time may be required to administer funds outside of our fund platform. Please note that ICMA-RC is not proposing open architecture for the retiree health savings (RHS) plan.
	47	**Are internal controls of your recordkeeping system audited by an independent accounting firm on an annual or more frequent basis?**	Annual basis.
	48	**Please provide specifications for the transfer of contribution and indicative data (for data transferred to and from the City).**	EZLink, our employer administrative tool, is an Internet-based service. No special software is required. Our site was written in server side Java to provide the best response and functionality available to our customers. ICMA-RC uses 128-bit encryption, the highest level of encryption available, to protect your data from exposure as it travels across the Internet. To connect to our Internet site, ICMA-RC requires the use of a 128-bit Secured Socket Layer (SSL)-compliant browser. An SSL-compliant browser uses encryption to transmit and receive data over the Internet. Thus, a participant's Account Access logon User ID, password, and account information does not traverse the Internet in clear, readable text. A valid SSL-compliant connection to our Internet site

			can be verified by the gold key on the bottom right of the Web browser screen. The following browsers are SSL-compliant: Microsoft Explorer 6.0 or higher, Mozilla Firefox.
	49	**Describe the contribution interface and requirements.**	Payroll data is sent electronically through EZLink, our Web-based employer administrative tool. EZLink allows the employer to download data directly from its payroll system into a record layout supplied by ICMA-RC (ASCII File). Employers with automated processing capability may submit payroll files to ICMA-RC using File Transfer Protocol (FTP). Files must be in the standard layout supplied by ICMA-RC and must be encrypted using PGP Corporation software to protect client data. ICMA-RC's system will automatically send the employer an email notification when the file is received. Contribution monies may be sent to ICMA-RC by wire or ACH to our designated bank. Contributions received in good order by 2:00 p.m. Mountain Time on a business day (i.e., when the NYSE is open) are included in that day's reconciliation and posted to participants' accounts at the price as of the close of business.
	50	**Please describe your ability to handle paper enrollments.**	We are able to handle paper enrollments in addition to our convenient methods of electronic enrollment. Enrollment forms mailed or faxed to us are imaged and data is recorded to establish participants' accounts.
	51	**Please describe your ability to handle manual loan repayments.**	Loans are repaid either through payroll deduction or direct debit. We have found through experience that loan defaults are higher in plans that offer direct debit, since participants do not always maintain enough funds in their checking account for repayment. Payroll deduction ensures timely payments.
	52	**Please list and provide samples of participant and plan sponsor-level reports generated on a standard basis.**	The City receives the following reports: ▪ Quarterly Employer Statements ▪ Contribution Remittance Confirmation ▪ Employer Bulletin ▪ Plan Service Report Participants receive the following standard material: ▪ Quarterly Statements ▪ Quarterly News Samples of the aforementioned reports have been included in the **Appendix**.

	53	**What is the standard timeframe for providing each report/statement after the reporting period ends?**	The standard timeframes for the plan sponsor reports are as follows: ▪ **Quarterly Employer Statements** are distributed electronically via EZLink within 10 business days after quarter end. ▪ **Contribution Remittance Confirmation** is available electronically via EZLink within one business day after receipt of funds, assuming that the funds received and the contribution detail reconcile. ▪ **Employer Bulletin** is distributed monthly via email. ▪ **Plan Service Report** will be presented at least annually. The standard timeframes for participants reports are: ▪ Quarterly Statements are available 12 days after quarter end. ▪ Quarterly News available 12 days after quarter end.
	54	**Describe any customized or ad hoc reporting capabilities (participant and plan sponsor-level).**	ICMA-RC makes available a wide range of custom reporting on the overall plan and on participant activity through *Plan Analytics*, available to the City via the EZLink system. We can also prepare customized hard copy reports upon request based on information retained by our system. Customized reports of reasonable quantity and complexity are provided at no extra cost. We will work with the City to meet customized or ad hoc reporting needs in a timely manner. In addition, our EZLink online plan administration tool offers flexible online reporting and download capabilities.
	55	**Can the City of Chandler have real-time access (via Internet or direct connection) to participant account information, such as account balances, contributions, rollovers, etc.?**	Yes, the City has access to the following participant account information: ▪ **Participant Information Report**: Indicative data and current balance for range of participants ▪ **Participant Account Data**: Instant access to address employee questions. ▪ **Participant Quarterly Statements**: Available through EZLink. ▪ **Participant Contribution Overage/Catch-up**: View, print or download a report listing participants who are maxing out their contributions or participating in catch-up. ▪ Participant website login activity ▪ Participant online Transaction counts
	56	**Are there any other reporting capabilities you would recommend and produce for the City of Chandler (e.g., reports detailing number of**	Through our web-based employer administrative tool EZLink (www.icmarc.org), the City has an automated platform with broad and diverse reporting capabilities, as well as transmitting contributions, enrollments, employee changes, distribution requests, and other transactions.

		participants invested in specific funds, loan defaults, etc.)?	To meet the City's unique needs, the online report formats are highly flexible and data can be downloaded to an Excel spreadsheet file. The following is a sample of reports available: **Fiduciary Oversight Reports** ▪ **Asset Allocation Report**: Allocation of assets by fund or asset class for client-selected date range in table or graphic format. ▪ **Transaction Reports**: Contribution, disbursement and fund transfer reports by fund or asset class for client-selected date range in table or graphic format. ▪ **Enrollment Report**: Participant enrollments and departures from plan for a client-selected date range. ▪ **Total Returns**: Presented in the SEC "standardized" format. **Administration Reports** ▪ **Participant Information Report**: Indicative data and current balance for range of participants ▪ **Address Report**: Shows all valid and invalid addresses. ▪ **Transaction Detail Report**: Provides individual participant transactions for a specified period. ▪ **Participant Account Data**: Instant access to address employee questions. ▪ **Plan-Level Quarterly Statement**: Available through EZLink. ▪ **Participant Quarterly Statements**: Available through EZLink. ▪ **Loan Reports**: Loan check history, loans paid in full, loan repayment activity; loans processed for payroll deduction; new loan issuances, loan details, loan payoff, current loan balances, and pending loans. ▪ **Employee Changes Report**: Provides a list of all changes that have been processed within a client-selected date range. ▪ **Contribution Limit**: View listing of year-to-date contributions for each participant to assist in monitoring IRS contribution limits. ▪ **Deferral Information**: View a listing of current deferral information/changes for individual participants. ▪ **Participant Contribution Overage/Catch-up**: View, print or download a report listing participants who are maxing out their contributions or participating in catch-up. ▪ **Required Minimum Distribution**: View a listing of participants that are greater than 70½ years of age in the testing year who are not terminated and had an account balance on the last day of the prior year.

			▪ **Exception Reports**: View a listing of participants that had transactions reject via an enrollment or indicative change submitted electronically by the plan sponsor, have missing or inaccurate personal information or are missing a date of birth. ▪ **Plan Usage Demographics**: View various information such as average balance/contribution by age, participants in investment funds or default funds and the top funds based on the number of investors. ▪ **Roll In and Roll Out & Incoming Rollovers by Date**. View activity related to rollovers by client specified date range. **Account Access Statistics** ▪ Participant demographics ▪ Login activity ▪ Account demographics ▪ Transaction counts **Daily Reports** ▪ Plan balances by investment ▪ Plan level investment allocations ▪ Pie chart of investment allocations by age ▪ Daily share prices and performance ▪ Participant information, including account balance by investment, year-to-date contributions and contributions by a specified date range, allocation percentages, statements on demand, and indicative information. **Transaction Implementation** ▪ Contribution data transmittal ▪ Enrollments and rehires ▪ Changes to contribution deferral amounts ▪ Individual and aggregate indicative data updates ▪ Survivor updates ▪ Terminate participants ▪ Enrollment approval (for online self-enrollment process) ▪ Request and e-mail forms and publications

			Plan Analytics ▪ An array of reports designed to provide information on investment returns, plan balance and activity, plan participation and individual participant information. ▪ Functionality to allow users to view information in either a pre-set or custom date range (for select reports) format ▪ A filter option allowing users to select various investment and participant attributes when creating reports ▪ A PDF feature which allows users to view, print, and save single as well as multiple reports ▪ Formatting options to make reporting tasks quick and easy
	57	**Do participant statements show the shares/units owned (as opposed to only the dollar value of assets)?**	Our statements show both shares/units owned and the dollar value of assets.
	58	**Is a voice response system (VRS) available for participant information/transactions? What are the standard hours of operation for the VRS?**	Yes. Our Voice Response System is available 24 hours a day, 7 days a week, except for periods of routine maintenance which are typically scheduled between 2:00 a.m. and 10:00 am. Mountain Time on Sunday mornings.
	59	**Can a participant elect to move from the VRS to a call center representative? If so, is the participant required to provide sign-on information a second time to the call center representative or does the participant's record appear automatically to the call center representative?**	Yes. A participant can elect to move from the VRS to a call center representative at any time by pressing zero. The participant does not need to provide sign-in information again.
	60	**What are your call center hours of operation?**	ICMA-RC's Call Center is available between 6:30 a.m. and 7:00 p.m. Mountain Time on days that the New York Stock Exchange is open.
	61	**Describe your call center dispute resolution policy. Are all calls recorded?**	In such an event, Investor Services Representatives will discuss the issue by phone with the participant to identify if there is indeed a problem. If it cannot be resolved by phone, then the issue is escalated to the Client Solutions Group, who researches and, if necessary, adjusts the account, and communicates their findings to the participant. On the plan sponsor level, Employer Services Representatives have access to legal, compliance, administrative, and other corporate personnel to assist them with any advanced issues requiring resolution. All calls are recorded. Calls are stored

			digitally on a network and can be retrieved in as little as three minutes after the call.
	62	**Provide details of your on-line web access for participants, including how on-line access is activated, security features, transactional and modeling capabilities, and a sample website login**	Account Access provides participants with everything they need to monitor and manage their accounts in an easy to use intuitive format. This includes extensive inquiry at the individual plan level, consolidated across plans, and exports to Quicken or Excel. Participants can fully manage their accounts using the various investment transfer options, future allocation changes, loan modeling and requests, withdrawal requests, and personal information updates. Extensive information on the investments including profiles, daily share prices, investment performance, as well as, online investment advice and guidance are available to the participant. Various calculators for what if scenario analyses are available. Participants can also elect to receive their quarterly statements and trade confirmations online. A complete description of our participant website is provided in the **Appendix**. Our online participant account management tool, Account Access, can be accessed at www.icmarc.org using the demo user ID and password listed below: **Participants – Account Access*** - Web address: www.icmarc.org - User ID: TRBGGJNKB1 - Password: chand0529 - Answer to all security questions: TEST *This user ID and password will expire August 15, 2012. If the password has expired, please contact ICMA-RC to reset password. *Please do not change the passwords, IDs, responses to security questions, or email addresses used to access these demonstration accounts. Doing so may disable the accounts.*
	63	**Please indicate with an X if you include the following features:**	**Voice**
		Participant enrollment	X
		Total account balance inquiries	X
		Account balance by source, including vesting	X
		Account balance by fund, including transferable amounts	X

		Contribution Rate Changes (flat dollar amounts)	X
		Contribution Rate Changes (by percent of pay)	X
		Investment Percentage Changes	X
		Investment transfers – reallocate by percentages	X
		Investment transfers – directed (specific $ amounts)	X
		PIN Replacement Letters	X
		Fund price information	X
		Fund performance information	X
		Status of current loans	X
		Loan modeling, including requesting paperwork	
		Withdrawal information, including requesting paperwork	
		Requesting fund prospectuses or fact sheets	X
			Internet
		Participant enrollment	X – if the City provides ICMA-RC with the eligible employees in an electronic file format provided by ICMA-RC
		On-line quarterly participant statements of account	X
		Total account balance inquiries	X
		Account balance by source, including vesting	X
		Account balance by fund, including transferable amounts	X

		Contribution Rate Changes (flat dollar amounts)	X
		Contribution Rate Changes (by percent of pay)	X
		Investment Percentage Changes	X
		Investment transfers – reallocate by percentages	X
		Investment transfers – directed (specific $ amounts)	X
		PIN Replacement Letters	X
		Fund price information	X
		Fund performance information	X
		Status of current loans	X
		Loan modeling, including requesting paperwork	X
		Withdrawal information, including requesting paperwork	X
		Requesting fund prospectuses or fact sheets	X
			Call Center
		Participant enrollment	X – if the City provides the eligible employees in an electronic file format provided by ICMA-RC
		Total account balance inquiries	X
		Account balance by source, including vesting	X
		Account balance by fund, including transferable amounts	X
		Contribution Rate Changes (flat dollar amounts)	X
		Contribution Rate Changes (by percent of pay)	X

		Investment Percentage Changes	X
		Investment transfers – reallocate by percentages	X
		Investment transfers – directed (specific $ amounts)	X
		PIN Replacement Letters	X
		Fund price information	X
		Fund performance information	X
		Status of current loans	X
		Loan modeling, including requesting paperwork	X
		Withdrawal information, including requesting paperwork	X
		Requesting fund prospectuses or fact sheets	X
	64	**Are there transactions that cannot be processed by phone? Internet?**	All core transactions (enrollments, contribution allocations, contribution deferral changes, loans and fund transfers, can be accommodated through the VRS. Disbursements for participants who have separated from service can be done online. Hardship withdrawals and Qualified Domestic Relations Orders (QDROs) cannot be done by phone or the Internet.
	65	**Will the City of Chandler be able to run ad hoc reports and access related management information from your website and/or through other means?**	Yes. Most of the City's reporting can be handled through the variety of reports provided through EZLink (www.icmarc.org).
	66	**Do you offer participants interactive investment selection and allocation tools via the Internet ("Guided Choice")?**	Yes. ICMA-RC's Guided Pathways® suite of investment advisory services provides participants with the appropriate level of assistance based on how involved they want to be in their retirement investing decisions. Guided Pathways includes Asset Allocation Guidance, Fund Advice and Managed Accounts. More information on these services has been provided in response to **Question 23.**
		Do you offer a risk tolerance questionnaire?	The Guided Pathways services utilize the Human Capital approach as opposed to using only a

			participant's risk tolerance in determining the participant's course of action. The Human Capital utilized by Ibbotson allows them to analyze the participants' ability to save toward retirement, other sources of income available (e.g., Social Security and pension), as well as other assets the employee holds. Ibbotson then recommends a combination of portfolio, savings rate, and retirement age that achieves a reasonable probability of success for that participant. This approach also allows ICMA-RC to reflect changes to the participants' individual situation over time and therefore change the allocations accordingly. That is not to say that the Human Capital advice process ignores risk tolerance in the process. Risk tolerance questionnaires are designed to illustrate hypothetical outcomes to a user and gauge a participant's willingness to accept that outcome, when the ability to present these outcomes based on an employee's personal situation is not available. Using the Ibbotson simulation based forecasting, the results of these combinations (portfolio, savings rate and retirement age) are presented to the employee. Therefore, we are able to illustrate the potential outcomes based on a client's specific situation and not rely on hypothetical examples. The concept of an Alternate Scenario allows the employee to analyze the impact changes to the various components will have on their ability to retire. They are then allowed to evaluate the potential outcomes provided by the advice, make adjustments they feel are necessary based on their tolerance for risk, ability to save, and desired retirement age, and then see the impact these changes have on the forecasted incomes.
Investments	67	**For any proposed stable value investment option, please describe the strategy and provide a profile in terms of fixed-income sector allocations, duration, and the distribution of credit quality of the underlying assets.**	ICMA-RC makes available a stable value commingled fund, i.e., the VantageTrust PLUS Fund (PLUS Fund) for the 457 plan. The PLUS Fund is a diversified and liquid fund created exclusively for public sector retirement plans. The PLUS Fund is one of the largest public sector commingled stable value portfolios in the nation, currently managing more than $10 Billion in assets, and is designed specifically for participants who seek stability of principal and a competitive crediting rate. The PLUS Fund is managed for VantageTrust by Karen Chong-Wulff, CFA, Vice President, ICMA-RC. The PLUS Fund invests in a diversified portfolio of investment contracts, liquidity vehicles, and bond portfolios that are wrapped by high-quality financial institutions to provide stable value. The PLUS Fund offers a single published portfolio crediting rate. The rate is updated monthly. **INVESTMENT OBJECTIVE** The PLUS Fund seeks to offer a competitive level of income consistent with providing capital preservation and meeting liquidity needs. The PLUS Fund seeks to achieve returns higher than

			those of money market funds and short-term bank rates over the long run. A key goal is to provide capital preservation by limiting the risk of loss of principal and delivering stable returns. Additionally, the PLUS Fund is designed to meet the liquidity needs of Plan participants that invest in the PLUS Fund. **INVESTMENT PHILOSOPHY** The PLUS Fund is structured to balance the multiple conflicting objectives between capital preservation (safety) and returns, stability and rate responsiveness, and liquidity for client needs. A flexible structure allows the PLUS Fund to respond to the most important objective at any time. **INVESTMENT APPROACH** The PLUS Fund is a tiered, diversified portfolio invested primarily in traditional and synthetic GICs comprised of fixed income assets managed by external investment managers wrapped by banks or insurance companies. An overview of the PLUS Fund structure is illustrated in the diagram below. Note that the allocation percentage to each tier is not drawn to scale. The liquidity tiers are composed of the first three tiers that provide primarily for liquidity needs and rate responsiveness. A cash buffer, invested in 2a-7 money market funds, provides for daily liquidity needs and rate responsiveness. The second tier reduces the impact on the market-to-book ratio of the PLUS Fund through investing in low duration synthetic GICs for liquidity needs beyond the cash buffer. The third tier contains a portfolio of laddered traditional GICs purchased on a relative basis providing consistent maturities for additional liquidity and for consistent reinvestment reasons. Traditional GICs also provide for another source of investment capacity, given today's environment of limited wrap capacity, and also provide a buffer to the overall volatility of the PLUS Fund's market-to-book ratio given that traditional GICs are held at book value. Structuring the PLUS Fund with liquidity tiers permits the fourth tier to be total return focused and enhance returns by investing in intermediate and core strategy synthetic GICs. Actively managing the duration of the PLUS Fund is achieved through rebalancing between the fourth and liquidity tiers; within the three liquidity tiers and each tier's allocation, as well as through the purchase of different GIC maturities within the traditional GIC portfolio. Safety and stability of the Fund is also of primary importance when investing for any of the four tiers within the Fund. Diversification of the PLUS Fund is multi-facet, obtained through credit quality minimums and diversification. There are credit quality limits by issuers (GICs and wrap providers) and by underlying issuers of securities backing the synthetic GICs the money market funds for the first tier cash buffer. Diversification is further provided by exclusively investing through the use of external managers and limits imposed per manager, and their corresponding underlying portfolio.

			The PLUS Fund seeks to invest with high quality external investment managers, GIC issuers, and wrap providers determined through due diligence and internal credit analysis for issuers and providers. The stability of the crediting rate is achieved through a combination of the low duration portfolios in the second tier, consistent reinvestments for the laddered traditional GIC portfolio and monitoring the underlying performance volatility of external investment managers for both the second and fourth tiers, and declaring a monthly crediting rate that is fixed for each month. **SECTOR ALLOCATIONS** The allocation of assets as of March 31, 2012 is as follows: Tier 1 – Cash Buffer 10.5% Tier 2 – Shorter-Duration Focus 2.8% Tier 3 – Laddered Maturity Focus 29.4% Tier 4 – Total Return Focus 57.3% Due to rounding, percentages shown may not add up to 100%. **DURATION** As of March 31, 2012, the average duration is 2.83. **DISTRIBUTION OF CREDIT QUALITY OF UNDERLYING ASSETS** As of March 31, 2012, the average credit quality of the PLUS Fund by investment grade is as follows: MOODY'S* Tier 1 = Aaa Tier 2 = Aa2 Tier 3 = Aa3 Tier 4 = Aa2 Fund = Aa2*** STANDARD AND POOR'S**: Tier 1 = AAA Tier 2 = AA Tier 3 = AA- Tier 4 = AA Total = AA***

			** Moody's Investors Service ("Moody's") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. Moody's is not affiliated with ICMA-RC.* ***Standard & Poor's ("S&P") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. S&P is not affiliated with ICMA-RC.* *****"Weighted Average Credit Rating" is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio.*
		Please also note any limits of sector allocations, duration and credit quality exposures.	The PLUS Fund's diversification target is to limit investments in traditional GIC issuers at 10%, synthetic GIC wrap providers at 20% for insurance companies, and synthetic GIC wrap providers at 15% for banks. Wrap providers must be rated at least A3/A- or above by Moody's/S&P at time of hire and issuers must be rated at least Aa3/A- or A3/AA- and above by Moody's/S&P at time of purchase. The minimum weighted average credit quality of the PLUS Fund's investments, at the Fund Level, under normal market conditions should be Aa3/AA- or above by Moody's/S&P, measured immediately after each purchase/deposit. The duration of the PLUS Fund ranges between 2.5 years and 4.0 years. Limits on sector allocations, duration, and credit quality exposures of individual securities backing Synthetic GICs are negotiated at the wrap provider and investment subadviser level.
	68	**Please provide biographic information on the key decision makers responsible for managing the proposed stable value investment.**	Biographic information for the following key decision makers responsible for managing the proposed stable value investment are included in the **Appendix**: ***INVESTMENT MANAGEMENT AND OVERSIGHT*** ▪ Wayne Wicker, CFA – Senior Vice President, Chief Investment Officer ▪ Julie H. Dellinger, CFA – Managing Vice President, Mutual Funds ***PORTFOLIO MANAGEMENT AND RESEARCH PERSONNEL*** ▪ Karen Chong-Wulff, CFA – Vice President, Fixed Income ▪ Garth Talbert, CFA – Fund Manager ▪ Xin Zhou, CFA – Fund Manager ▪ Kaylon McInelly, CFA – Fund Manager ▪ Sylvia Bargas, CFA – Fund Manager ▪ Nancy Parkes – Senior Analyst

			▪ Daniel Kohler, CFA – Vice President, Product Management & Development ▪ Joel Gross –Senior Manager, Credit Research
	69	**Please provide three, five and ten-year performance history for the proposed stable value investment on both a book value basis and on a market value basis.**	Stable value funds are reported at book value so market value performance is not applicable. All returns quoted are actual net returns to plan participants. 1 year = 2.81% 3 years = 3.16% 5 years = 3.74% 10 years = 4.06%
	70	**Please provide information on any wrap contracts associated with the proposed stable value investment, including wrap cost, wrap issuer, and wrap issuer credit ratings. Please also provide a discussion as to whether each wrap contract applies to the entire amount of assets in the fund (i.e., if there are multiple wrap contract issuers and one issuer has a problem, what happens?).**	The information provided below is for the PLUS Fund as of March 31, 2012: WRAP ISSUER, MOODY'S*/S&P** CURRENT RATING New York Life Aaa/AA+ Bank of America, A2/A Monumental Life Insurance Co., A1/AA- Pacific Life Insurance Co., A1/A+ Prudential Insurance Co., A2/AA- Aviva Life & Annuity Co., A1/A+ WRAP COST As of March 31, 2012, the average wrap cost has ranged from approximately 0.20% to 0.25%, which is the market rate. The PLUS Fund uses experience-rated wrap contracts for the synthetic GICs in the second and fourth tiers of the Fund. The PLUS Fund converted from a global wrap structure to separate wraps so as to avoid having to accept the least favorable terms across all wrap contracts under a global wrap structure. Instead, ICMA-RC "matches up" a certain wrap provider and accompanying contract terms with the manager that is expected to perform in spite of the wrap constraints. In lieu of step up provisions under a global wrap, the Fund has secured adequate wrap capacity. ** Moody's Investors Service ("Moody's") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. Moody's is not affiliated with ICMA-RC.* ***Standard & Poor's ("S&P") is a global credit rating, research and risk analysis firm, which publishes*

			credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. S&P is not affiliated with ICMA-RC.
	71	**Please provide detailed information on the terms for termination with respect to any proposed stable value funds. Is there a "12 month put?"**	ICMA-RC retains full discretion to release employer-initiated PLUS Fund withdrawals in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of (a) a replacement for ICMA-RC as administrator of the Employer's Plan, or (b) a replacement investment option for the PLUS Fund under the Employer's Plan. This restriction on employer withdrawals from the PLUS Fund does not apply to participant directed withdrawals from the Fund.
	72	**Please describe any competing fund or equity wash provisions for any proposed stable value investment.**	Due to restrictions from financial wrap contract issuers, direct transfers from the VantageTrust PLUS Fund to self-directed brokerage accounts or other competing funds are not permitted. Funds considered to be competing include, but are not limited to, short-term fixed income funds, money market funds, certificate of deposit products, or other stable value products. Investors must transfer their money to a non-competing fund for 90 days (equity wash) before investing in a competing fund. Whether or not a particular fund is a competing fund will be determined, at the sole discretion of ICMA-RC, on a fund-by-fund basis. ICMA-RC currently applies a 90-day equity wash restriction on the VantageTrust PLUS Fund. This functionality would be applied should the Employer choose to offer the PLUS Fund or could be used to implement a 90-day equity wash for another fund. Our trading system automatically prevents assets from transferring into a competing option during the 90-day period. It tracks the dollar amounts and dates of all trades, ensuring that money is not transferred into the competing option for 90 days. As an example, if a participant has funds invested in the stable value fund on day 1, transfers to a growth fund on day three, and then transfers from the growth fund to the competing option on day four, the system will only allow the dollars that were in the growth fund originally to be transferred. In other words, the system ensures that the funds cannot move into the competing fund for a 90-day period, even if the funds were transferred to other funds in the interim.
		Please also note that the plan currently contains both a stable value investment and a money market fund. Would you be able to accommodate this structure?	Yes, we would be able to accommodate this structure.

	73	**How are management fees disclosed to plan participants?**	Fees that are deducted directly from participant accounts, such as loan fees, currently are summarized on the quarterly statement and are also available in detail via the participant website, Account Access. Detailed disclosures of these fees will be provided on participant statements in 2012. Fund expenses are disclosed online and in the fund prospectus. For VantageTrust Funds this disclosure is made in *Making Sound Investment Decisions: A Retirement Investment Guide*, which is enclosed in the **Appendix**. Additionally, participants will have access to our fee slide rule called "Lower Fees Really Make Cents" which details the benefits of a lower administrative fee on long-term savings. This slide has won a "Best in Show" award[1] from the Insurance Financial Communicators Association in 2007. ICMA-RC is preparing enhancements to fee disclosures to help participants better understand fees associated with their retirement plan in order to facilitate informed investment decisions. Planned enhancements in 2012 for participants include: ▪ Itemized disclosure on participant statements of fees deducted directly from participant accounts. ▪ Provision of fee disclosures to new participants at enrollment. ▪ Access to an annual fee disclosure online and upon request in hard copy. ▪ Access to a guide designed to assist participants in understanding fee disclosures. A more detailed review of 2012 fee disclosure enhancements is provided in the **Appendix**. [1] The Insurance and Financial Communicators Association Awards look for the very best communications materials produced by firms in the insurance and financial services field - as well as affiliated associations. These awards recognize the best in marketing and communications creativity, design and writing.
		Are you prepared to provide fee disclosures to participants using the proposed DOL format?	Yes.
	74	**Through what method and how often will investment performance results be communicated to the plan sponsor?**	ICMA-RC will provide a quarterly investment review online and will deliver the report onsite at least annually (and more frequently if desired). This report, which is a component of our Annual Plan Review, provides the following information in support of investment due diligence: ▪ Economic and market review ▪ Summary of funds made available by plan ▪ Fund, benchmark and peer returns, Morningstar ratings, and comparisons of fund performance vs. Morningstar peers

			▪ Lists of funds making alert and concern lists based on quantitative criteria An ICMA-RC investment professional will be available to meet with the City on-site annually and by phone quarterly to review this report with the City and address questions it may have regarding the plan's fund line-up. Please see the sample Plan Service Report in the **Appendix**.
	75	**Do you offer a "brokerage option" or mutual fund window for participants to access investments outside of the Plans' core fund options? If so, please describe the program and the cost to participants, including set-up costs and annual fees. Please note that the plan currently does not contain a brokerage option.**	Yes, a brokerage option is offered for the 457 plan. **VantageBroker Self-directed Brokerage Service**[1] ICMA-RC works with TD Ameritrade, member FINRA/SIPC, to provide our VantageBroker self-directed brokerage program. ICMA-RC provides plan administration and access to TD Ameritrade. TD Ameritrade provides brokerage services, maintains records of holdings and activity in the brokerage program, and sends brokerage statements to participants using the service. These two entities are not affiliated. Through our self-directed VantageBroker service, ICMA-RC offers participants seeking greater investment flexibility access to a brokerage window. VantageBroker is ideal for investors who want to personalize their retirement portfolio by using funds not included as part of the fund line-up offered by their employer. ICMA-RC's VantageBroker program gives participants access to more than 13,000 mutual funds, including over 5,000 name-brand funds. **Fees** Please note that plans must have a minimum of $10 million in plan assets to be eligible for VantageBroker. **ICMA-RC Charges** ICMA-RC receives a one-time $50 setup fee when a participant's VantageBroker account is established. The fee is deducted directly from the participant's core account at ICMA-RC. There is no annual maintenance fee. **TD Ameritrade Fees/Charges**[2] Please note: Plans may restrict certain investments and not all commissions shown may be applicable. For a complete list of fees and charges, please refer to the TD Ameritrade Commissions and Service Fees document included in the **Appendix**. In the event that TD Ameritrade were to change their fees, the new fee schedule would be utilized. ***Mutual Funds*** FUND TYPE PRICE

			No Load $25 Load No Fee* NTF No Fee Only no-transaction-fee (NTF) funds (except ProFunds and Rydex) and load-waived A shares held 90 days or less will be subject to a short-term redemption fee, which will be a flat fee of $49.99. This fee is in addition to any fees addressed in the fund's prospectus. *The fund family will charge fees as detailed in the fund prospectus. ***Fixed Income[3]*** **Bonds** – All buy orders for bonds are subject to a five-bond ($5,000 par value) minimum. **CDs** – Online CD buy orders are subject to a two-CD ($2,000 par value) minimum. ***Stocks and ETFs[4]*** TRADE UNLIMITED SHARES PRICE Commission-free ETFs** No commission Internet Orders $9.99 Voice Response System Orders $14.99 Broker-assisted orders $24.99 **ETFs eligible for commission-free trading must be held at least 30 days. If an eligible ETF is sold within the 30-day hold period, a short-term trading fee will apply. ***Options*** Options are $9.99 plus $0.75 per contract.
			[1] Brokerage services are provided by TD Ameritrade, Inc. a registered broker-dealer and member of FINRA/SIPC/NFA. ICMA-RC and TD Ameritrade are separate, unaffiliated companies and not responsible for each other's services or policies. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and the Toronto-Dominion Bank. Used with permission. [2] TD Ameritrade receives remuneration from fund companies participating in its no-load, no-transaction-fee program for recordkeeping and shareholders services, and other administrative services. The amount of remuneration for these services is based in part on the amount of investments in such funds by TD Ameritrade clients. No-transaction-fee funds have other fees and expenses that apply to a continued investment in the fund and are described in the prospectus.

			Investors should carefully consider the investment objectives, risks, charges, and expenses of any mutual fund or ETFs before investing. Other fees and expenses do apply to a continued investment in the funds. Fund families may impose redemption fees in addition to the fees described above. To obtain a prospectus which contains this and other important information, please visit www.tdameritraderetirement.com or call a TD Ameritrade representative at 866-766-4015. Please read the prospectus carefully before investing. [3] TD Ameritrade may act as a principal on any fixed-income transaction. When acting as principal, TD Ameritrade will add a markup to any purchase, and subtract a markdown from every sale. This markup or markdown will be included in the price quoted to investors. [4] Orders executed in multiple lots on the same trading day will be charged a single commission. When an order is partially executed over multiple trading days, the order is subject to a separate commission charge for each trading day. [5]Option Exercises and assignments will incur a $19.99 commission. Options involve risks and are not suitable for all investors. On a Self-Directed Brokerage Account (SDBA), options trading level is dependent on Plan approval. To apply for options trading privileges, please complete the TD Ameritrade Plan Participant and Plan Trustee Account Upgrade Form. Some accounts, such as options-approved accounts, are required to receive monthly statements either electronically (free) or via U.S. mail.
	76	**Can you provide outside mutual funds through trading alliances or partnerships? If so, please provide a list of alliance funds that will be available. If possible, please organize this list by Morningstar category.**	Yes. ICMA-RC's mutual fund platform currently includes several thousand funds in more than 100 fund families. If the plan sponsor wishes to include a fund for its plan that is not currently on our platform, we can work to determine whether the fund could be added to the platform. There may be an impact on our fees by adding funds not currently on our platform. The names, tickers and Morningstar category of funds on ICMA-RC's open architecture platform are provided in the **Appendix**. ICMA-RC will provide information on fund availability, minimum investment requirements, expense ratios, and revenue for funds of specific interest to the plan sponsor or their consultant. Please note that ICMA-RC is not proposing open architecture for the RHS plan.
	77	**Are there any requirements concerning how many proprietary funds vs. alliance funds vs. funds totally outside your alliance that we may include in the Plan? Please describe in detail,**	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced.

		including fee implications. Would the City of Chandler be able to replace fund options so long as the replacement fund provides a similar amount of revenue sharing?	Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.
	78	**How does the use of proprietary and/or alliance funds affect your fees?**	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced. Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.
	79	**How does the use of funds that are outside your investment program (proprietary/alliance) affect your fees?**	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced. Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.

DEVIATIONS FROM SCOPE OF SVCS.

Item		Agree (mark with 'X')	Disagree (mark with 'X')	Agree with the Deviation noted below (provide explanation)
A.	The Initial fees and contract terms shall be guaranteed at minimum effective January 1, 2013 through December 31, 2015.	X		
B.	The initial contract term shall be awarded for three years with the option to renew for two additional three-year periods.	X		
C.	The Contractor shall provide administrative and trust services for the 457 Plan, including the following:			
	1. Monthly on-line enrollments and new participant account setups on a secure website	X		
	2. Bi-Weekly and monthly contribution, loan repayment and participant indicative data update files from the City	X		
	3. Bi-Weekly contribution changes and loan repayment data (new loan starts and repayment stops) to the City	X		
	4. Daily account valuation and transaction processing	X		
	5. Roth 401(k) contributions and account maintenance	X		
	6. Catch-up contributions and administration of Catch-up contribution eligibility	X		
	7. Self Service Transactions – On-line account access to a secure website for purposes of making contribution rate changes, contribution investment changes and inter-fund transfers/balance reallocations	X		
	8. On-line loan modeling	X		

	9. On-line loan, withdrawal and distribution processing per plan rules	X		Distributions for participants who have separated from service are available online. Emergency withdrawals and QDROs are not available online due to the documentation needed to support the plan rules.
	10. On site representative(s) to provide enrollment services, financial guidance and retirement planning advice in in one-on-one meetings with individual participants (by appointment, minimum one day per month)	X		Your ICMA-RC representative, Randall Neis, provides enrollment services and retirement planning education. Financial guidance and advice are provided through ICMA-RC's **Guided Pathways®*** online suite of investment advisory tools. Mr. Neis is equipped with live Internet connections and assists participants in the navigation of the online investment advice tool. While he can answer questions and assist with participant data input, he cannot render any type of direct investment advice. *Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
	11. On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs	X		
	12. Trust and Custody services	X		Wilmington Trust Retirement and Institutional Services Company can provide passive directed trustee services, with ICMA-RC providing plan administration and making investment options available.
	13. Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ	X		
	14. Employee Fund Detail Sheets/Prospectuses	X		
	15. QDRO services (account holds and QDRO qualifications)	X		
	16. QDRO account split/distribution calculations and new account setups	X		

	17. Hardship withdrawal qualification based on safe harbor requirements	X		
	18. Electronic consent for legally required materials	X		ICMA-RC accepts electronic acknowledgement from participants for certain legal disclosures. These are part of secure transaction requests submitted via the Internet.
	19. Investment Management integration ('Guided Choice' managed accounts or model portfolios based on on-line risk tolerance questionnaire)	X		
	20. Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)	X		
	21. Annual investment monitoring and notification of fund manager changes (currently 50 funds)	X		Investment monitoring consists of the following: ICMA-RC will continue to provide the City a quarterly investment review online and will deliver the report onsite at least annually (and more frequently if desired). This report, which is a component of our Annual Plan Review, provides the following information in support of investment due diligence: ▪ Economic and market review ▪ Summary of funds offered by plan ▪ Fund, benchmark and peer returns, Morningstar ratings, and comparisons of fund performance vs. Morningstar peers ▪ Lists of funds making alert and concern lists based on quantitative criteria An ICMA-RC investment professional will be available to meet with the City on-site annually and by phone quarterly to review this report with the City and address questions it may have regarding the plan's fund line-up. Please see the sample **Plan Service Report** in the **Appendix**.
	22. Quarterly reports to City Benefits personnel illustrating new enrollment activity, contribution and loan repayment activity, new loans (number and total dollar value), distributions (number and total dollar value), and reconciliations of all investment fund options (including Clearing Account, if applicable)	X		Reports will be provided through EZLink.

	23. Legislative Changes, Compliance Services, DOL Fee Disclosure	X		ICMA-RC will substantially comply with the new Department of Labor fee disclosure requirements.
D.	The Contractor shall agree to administer the three Retirement Health Savings (RHS) plans and provide claims reimbursement services for those plans in accordance with the City of Chandler's in-force practices, policies and procedures	X		
E.	The Contractor will provide all Summary Plan Descriptions, Summary Benefit Booklets, newsletters and other customized communications (i.e. fliers, postcards, etc.) at no additional cost to the City.	X		With regard to Summary Plan Descriptions, governmental employers are exempt from the ERISA requirement to provide Summary Plan Descriptions (SPD) to their employees. In lieu of an SPD, we make our brochure *Investing For Retirement Goals* available to public employees. This publication provides a comprehensive plan summary. A copy of this brochure is included in the **Appendix**.
F.	The Contractor will provide any professional service representatives the City requires to understand, analyze, and/or plan for any plan changes including but not limited to general account servicing, legislative developments and operational support.	X		
G.	The Contractor shall agree to participate in any open enrollment or special enrollment activities as specified by the City and shall provide materials and staff support as required at no additional cost to the City.	X		
H.	The Contractor agrees that the City may at any time request a change in key personnel assigned to service the client account. In addition, should there be a change in key assigned personnel, the City will be immediately notified and replacement personnel will be replaced with personnel of substantially equal ability and qualifications as established at the time of the award.	X		

I.	The Contractor shall provide an annual audit of its internal administrative operations at no additional cost to the City. Results shall be delivered to the City no later than 90 days after the completion of the plan year.	X		
J.	Contractor must adhere to all performance guarantee requirements mutually agreed by the successful Contractor and the City as finalized with the Award of this contract.	X		

Appendix

Appendix List

Please see the **Appendix** or enclosed **CD ROM** for the following items:

- **Attachment B- Chandler Proposed Fund Line-Up**
- **Supplement to Attachment C- ICMA-RC Fees**
- **Attachment C- Chandler Contractor Fees spreadsheets**
- **City of Chandler, AZ -Fund Performance and Expenses spreadsheets**
- **Insurance Certificate**
- **ICMA-RC's financial highlights**
- **ICMA-RC Online Services description**
- **ICMA-RC Toll-Free Services description**
- **RHS Private Letter Ruling ("PLR")**
- **Sample Plan Service Report**
- ***Investing For Retirement Goals* brochure - See Enrollment Kit**
- **Copy of the June 2011 PLANSPONSOR magazine**
- **Samples of the Quarterly News**
- **ICMA-RC's Frequent Trading Policy**
- **Copy of ICMA-RC file layout**
- **ICMA-RC Fund Platform**
- **Sample Quarterly Employer Statement**

- Contribution Remittance Confirmation
- Employer Bulletin
- Sample Quarterly Participant Statements
- Biographic information for key decision makers responsible for managing proposed stable value investment
- *Making Sound Investment Decisions: A Retirement Investment Guide*
- Review of 2012 fee disclosure enhancements
- TD Ameritrade Commissions and Service Fees document
- Sample 457 Enrollment Kit
- ICMA-RC's VantageCare Programs booklet

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Attachment B- Chandler Proposed Fund Line-Up

ICMA-RC's Attachment B: Chandler Proposed Fund Line-up

This table comprises pages 1 through 8, with pages 1, 3, 5 and 7 being the left half of the table (top to bottom) and pages 2, 4, 6 and 8 being the right half of the table (top to bottom). This data was transmitted as pages 1 to 3 of "ICMA's Attachment B – Chandler Proposed Fund Line-Up" in ICMA-RC's Response to Request for Proposal.

Proposed Fund Line-up

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

			Annualized Performance as 12/31/2011						Fees & Expenses as of 03/31/2012					
Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]	Fund Inception Date
Allianz NFJ Mid-Cap Value Admin [4]	Mid-Cap Value	PRAAX	-1.16	16.82	0.23	4.09	20.80	21.29	1.16%	0.25%	$372,275	4,318.39	930.69	Aug-98
American Funds Fundamental Investors R4	Large Blend	RFNEX	-1.92	14.24	0.40	5.35	18.92	19.66	0.66%	0.35%	$1,379,945	9,107.64	4,829.81	Jul-02
Becker Value Equity	Large Value	BVEFX	-0.65	12.25	0.17	--	18.43	18.19	0.94%	0.35%	$2,399,190	22,552.39	8,397.17	Nov-03
Fidelity Puritan	Moderate Allocation	FPURX	0.67	13.30	1.81	4.92	12.73	13.43	0.60%	0.25%	$1,036,989	6,221.93	2,592.47	Apr-47
Fidelity Small Cap Discovery [5]	Small Blend	FSCRX	0.36	26.03	7.14	7.49	26.37	25.89	1.08%	0.25%	$1,304,369	14,087.19	3,260.92	Sep-00
Harbor International Adm [6]	Foreign Large Blend	HRINX	-11.35	11.03	-0.99	8.90	25.75	25.35	1.03%	0.25%	$1,909,208	19,664.84	4,773.02	Nov-02
Munder Mid Cap Core Growth [4]	Mid-Cap Growth	MGOYX	-0.77	18.25	2.49	7.35	19.34	21.34	1.08%	0.25%	$3,525,663	38,077.16	8,814.16	Jun-98
Nuveen Real Estate Securities [7]	Real Estate	FARCX	7.96	22.54	0.35	12.34	30.00	31.69	1.04%	0.25%	$796,217	8,280.66	1,990.54	Jun-95
Oppenheimer Discovery [4]	Small Growth	ODIYX	1.89	18.62	5.33	4.36	20.39	21.97	0.86%	0.25%	$148,894	1,280.49	372.24	Jun-94
PIMCO High Yield [8]	High Yield Bond	PHYAX	3.74	19.32	6.00	7.35	10.30	12.68	0.80%	0.25%	$309,198	2,473.58	773.00	Jan-95
PIMCO Real Return Admin [8]	Inflation-Protected Bond	PARRX	11.29	12.41	8.09	7.60	6.07	8.52	0.70%	0.25%	$877,436	6,142.05	2,193.59	Apr-00
PIMCO Total Return Admin [8]	Intermediate-Term Bond	PTRAX	3.91	8.60	7.82	6.53	3.69	4.39	0.71%	0.25%	$819,558	5,818.86	2,048.90	Sep-94
T. Rowe Price® Growth Stock [9]	Large Growth	PRGFX	-0.97	18.37	1.12	3.65	18.98	20.46	0.56%	0.15%	$7,021,976	39,323.07	10,532.96	Apr-50
T. Rowe Price® Retirement Income [5,9,10]	Retirement Income	TRRIX	1.43	10.88	3.37	--	9.49	9.74	0.61%	0.15%	$11,087,758	67,635.32	16,631.64	Sep-02

Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable) [3]	Withdrawal Provisions (short term trading fees, transfer restrictions,
Benno J. Fischer; Paul A. Magnuson; Morley D. Campbell; Jeff N. Reed	[2009-06-08--] Benno J. Fischer; [2009-06-08--] Paul A. Magnuson; [2009-06-08--] Morley D. Campbell; [2011-11-01--] Jeff N. Reed	N/A	N/A	662,327,315	99	2	N/A
James E. Drasdo; Dina N. Perry; Michael T. Kerr; Ronald B. Morrow; Brady L. Enright; Martin Romo	[1984-08-01--] James E. Drasdo; [1993-03-01--] Dina N. Perry; [1999-01-01--] Michael T. Kerr; [2003-03-01--] Ronald B. Morrow; [2006-03-01--] Brady L. Enright; [2011-03-01--] Martin Romo	N/A	N/A	51,543,212,984	292	3	Trade Restrictions: 30 days> $5k
Stephen D. Laveson Marian L. Kessler; Patrick E. Becker, Jr.; Robert N. Schaeffer; Michael A. McGarr;	[2003-11-03--] Stephen D. Laveson; [2003-11-03--] Marian L. Kessler; [2003-11-03--] Patrick E. Becker, Jr.; [2003-11-03--] Robert N. Schaeffer; [2003-11-03--] Michael A. McGarr	[2006-02-28--2008-02-28] Patrick E. Becker	N/A	126,806,958	64	4	N/A
Ramin Arani; Harley Lank; Pramod Atluri	[2007-02-01--] Ramin Arani; [2003-08-31--] Harley Lank; [2012-03-01--] Pramod Atluri	[2000-02-01--2008-02-05] Stephen R. Petersen [2004-12-01--2012-03-01] George A. Fischer	N/A	18,791,606,203	1,327	4	N/A
Charles L. Myers	[2006-03-14--] Charles L. Myers;	N/A	N/A	2,657,752,791		5	Redemption Fees: 1.50% on 90 days
James LaTorre; Edward E. Wendell, Jr.; Howard Appleby; Jean-Francois Ducrest	[2009-02-12--] James LaTorre; [2009-02-12--] Edward E. Wendell, Jr.; [2009-02-12--] Howard Appleby; [2009-02-12--] Jean-Francois Ducrest	[1987-12-29--2010-10-04] Hakan Castegren	N/A	31,369,048,020	89	4	Redemption Fees: 2% on 60 days
Robert E. Crosby; Tony Y. Dong; Geoffrey A. Wilson; Brian S. Matuszak; George L. Sanders II; Madan Gopal; Gavin Hayman	[2012-02-14--] Robert E. Crosby; [2001-02-01--] Tony Y. Dong; [2007-06-29--] Geoffrey A. Wilson; [2005-12-30--] Brian S. Matuszak; [2006-09-30--] George L. Sanders II; [2009-10-31--] Madan Gopal; [2010-02-18--] Gavin Hayman	[2005-12-30--2012-02-13] Andy Y. Mui	N/A	4,275,325,388	83	4	N/A
John G. Wenker; Jay L. Rosenberg; Scott C. Sedlak	[1999-10-01--] John G. Wenker; [2005-05-30--] Jay L. Rosenberg; [2011-03-21--] Scott C. Sedlak;	N/A	N/A	3,538,253,158	95	5	N/A
Ronald J. Zibelli, Jr.	[2006-06-30--] Ronald J. Zibelli, Jr.	N/A	N/A	1,360,787,330	101	5	N/A
Andrew Jessop	[2010-01-10--] Andrew Jessop	[2009-05-14--2010-01-09] William H. Gross; [2007-04-30--2009-05-14] Mark T. Hudoff	N/A	16,775,880,626	1,011	3	N/A
Mihir Worah	[2007-12-31--] Mihir Worah	[1997-01-29--2007-12-30] John B. Brynjolfsson	N/A	23,789,256,233	989	4	N/A
William H. Gross	[1987-05-11--] William H. Gross	N/A	N/A	260,946,790,530	18,927	5	N/A
Robert Bartolo	[2007-10-31--] Robert Bartolo	N/A	N/A	29,647,810,911	120	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2002-09-30--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	2,695,633,741	17	3	Trade Restrictions: 30 days, any amount

T. Rowe Price® Retirement 2010 [5,9,10]	Target Date 2000-2010	TRRAX	0.54	13.18	2.53	--	12.64	13.30	0.65%	0.15%	$170,808	1,110.25	256.21	Sep-02
T. Rowe Price® Retirement 2015 [5,9,10]	Target Date 2011-2015	TRRGX	-0.32	14.21	2.11	--	14.36	15.06	0.69%	0.15%	$707,144	4,879.29	1,060.72	Feb-04
T. Rowe Price® Retirement 2020 [5,9,10]	Target Date 2016-2020	TRRBX	-1.20	15.01	1.55	--	15.95	16.70	0.72%	0.15%	$688,750	4,959.00	1,033.13	Sep-02
T. Rowe Price® Retirement 2025 [5,9,10]	Target Date 2021-2025	TRRHX	-2.06	15.48	1.06	--	17.28	18.04	0.74%	0.15%	$576,568	4,266.60	864.85	Feb-04
T. Rowe Price® Retirement 2030 [5,9,10]	Target Date 2026-2030	TRRCX	-2.70	15.92	0.69	--	18.39	19.12	0.76%	0.15%	$603,262	4,584.79	904.89	Sep-02
T. Rowe Price® Retirement 2035 [5,9,10]	Target Date 2031-2035	TRRJX	-3.26	16.10	0.43	--	19.18	19.81	0.76%	0.15%	$411,191	3,125.05	616.79	Feb-04
T. Rowe Price® Retirement 2040 [5,9,10]	Target Date 2036-2040	TRRDX	-3.49	16.07	0.42	--	19.32	19.89	0.76%	0.15%	$163,743	1,244.45	245.61	Sep-02
T. Rowe Price® Retirement 2045 [5,9,10]	Target Date 2041-2045	TRRKX	-3.47	16.06	0.43	--	19.30	19.88	0.76%	0.15%	$128,064	973.29	192.10	May-05
T. Rowe Price® Retirement 2050 [5,9,10]	Target Date 2046-2050	TRRMX	-3.36	16.05	0.43	--	19.29	19.88	0.76%	0.15%	$0	0.00	0.00	Dec-06
T. Rowe Price® Retirement 2055 [5,9,10]	Target Date 2051+	TRRNX	-3.35	16.07	0.41	--	19.27	19.86	0.76%	0.15%	$0	0.00	0.00	Dec-06
Vanguard 500 Index	Large Blend	VIFSX	2.08	14.14	-0.23	2.87	18.97	18.88	0.05%	0.00%	$2,727,615	1,363.81	0.00	Sep-06
Vanguard Developed Markets Index; Inv [6]	Foreign Large Blend	VDMIX	-12.53	6.76	-4.64	4.71	24.03	23.39	0.20%	0.00%	$864,062	1,728.12	0.00	May-00
Vanguard Extended Market Index; Signal [4]	Mid-Cap Blend	VEMSX	-3.58	19.17	1.65	6.68	23.59	23.64	0.14%	0.00%	$699,832	979.76	0.00	Sep-06
Vanguard Total Bond Market Index [8]	Intermediate-Term Bond	VBTSX	7.69	6.75	6.48	5.54	2.92	3.67	0.10%	0.00%	$1,076,602	1,076.60	0.00	Sep-06

Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($)	Fund Inception Date
Victory Small Company Opportunity [4]	Small Value	VSOIX	1.52	18.24	3.12	8.62	23.56	23.00	1.06%	0.10%	$0	0.00	0.00	Aug-07
Vantage Trust Cash Management [11]	Money Market	VAMXX	--	0.05	1.45	1.71	0.06	0.55	0.61%	0.24%	$203,014	1,238.39	487.23	Mar-99
VT Retirement IncomeAdvantage [12]	N/A	None	-0.35	--	--	--	--	--	1.59%	0.50%	$193,751	3,080.64	968.76	Aug-10
Vantage Plus Trust Fund	Stable Value	None	2.93	3.27	3.84	4.11	0.10	0.21	0.56%	0.55%	$16,654,211	93,263.58	91,598.16	Jan-91
VT 5 year CD [13]											$168,417			
										Total Assets ($)	$59,025,710			
											Total Fees ($)	336,878.79		
												Total Revenue Sharing ($)	152,211.88	
												Total Revenue Sharing (bps)	0.002578739	

Jerome A. Clark	[2002-09-30--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	5,749,986,301	19	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2004-02-27--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	6,901,526,682	19	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2002-09-30--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	15,016,290,780	19	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2004-02-27--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	8,290,402,073	19	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2002-09-30--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	12,663,360,871	18	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2004-02-27--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	5,624,480,344	18	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2002-09-30--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	8,402,124,614	18	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2005-06-01--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	3,023,362,907	18	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2006-12-29--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	1,819,451,946	18	4	Trade Restrictions: 30 days, any amount
Jerome A. Clark	[2006-12-29--] Jerome A. Clark	[2008-10-01--2011-09-30] Edmund M. Notzon, III	N/A	420,711,779	18	N/A	Trade Restrictions: 30 days, any amount
Michael H. Buek	[1991-12-31--] Michael H. Buek	[1987-10-05--2005-04-29] George U. Sauter	N/A	4,410,592,461	509	4	N/A
Donald M. Butler	[2010-11-29--] Donald M. Butler	[2009-01-01--2010-11-28] Duane F. Kelly; [2009-01-01--2010-11-28] Michael Perre	N/A	11,581,528,069	940	3	N/A
Donald M. Butler	[1997-12-30--] Donald M. Butler	N/A	N/A	1,322,290,921	3,021	3	N/A
Kenneth Volpert; Gregory Davis	[1992-12-01--] Kenneth Volpert; [2008-04-25--] Gregory Davis	N/A	N/A	17,055,219,000	14,650	3	N/A

Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable) [3]	Withdrawal Provisions (short term trading fees, transfer restrictions,
Gary H. Miller; Gregory Conners; Jeff Graff	[1998-06-01--] Gary H. Miller; [2002-03-01--] Gregory Conners; [2007-03-01--] Jeff Graff	N/A	N/A	1,003,807,349	107	4	N/A
[2007-06-01--] Management Team	[2007-06-01--] Management Team	[1991-01-01--2007-05-31] Patricia A. Larkin	N/A	26,084,010,860	51	N/A	N/A
Joshua Harari; David Braverman	[2010-08-01--]Joshua Harari; [2010-08-01--] David Braverman	N/A	N/A	117,095,290	N/A	N/A	N/A
Karen Chong-Wuff	[2007-07-01--]Karen Chong-Wuff	N/A	N/A	10,165,322,508	2,900	N/A	N/A

ICMA-RC's Attachment B- Chandler Proposed Fund Line-up

Please read Making Sound Investment Decisions: A Retirement Investment Guide ("Guide") carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. Investors should carefully consider this information before investing. For a current Guide, contact ICMA-RC by calling 800-669-7400 or visiting www.icmarc.org.

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org

Investment data for Vantagepoint Funds and VantageTrust Funds are from ICMA-RC. Data provided by Morningstar, Inc.™ Copyright © 2012. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. ICMA-RC does not independently verify Morningstar data. Data for non-registered funds not covered by Morningstar are provided by the fund companies.

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by *Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.*

Fund expense data provided (not including any administration fees) are defined as follows:

- *Net Expense Ratio*

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.
The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] For each fund with at least a three-year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10% of funds in each category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars and the bottom 10% receive 1 star. The Overall Morningstar Rating for a fund is derived from a weighted average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Rating metrics. Past performance is no indicator or guarantee of future results.

For funds with loads, the Morningstar rating on a load-waived basis is provided, when available. Load-waived ratings do not include any front- or back-end sales loads and are intended for investors that have access to such purchase terms. Funds with loads are waived for plans administered by ICMA-RC.

Ratings and the number of funds in applicable Morningstar categories as of March 31, 2012 are provided below:

Fund	Morningstar Category	Ratings				Number of Funds in Category		
		3 - Year	5 - Year	10 - Year	Overall	3 – Year	5 - Year	10 - Year
Harbor International Adm	Foreign Large Blend	4	4	5	4	726	552	316
Vanguard Developed Markets Index Inv	Foreign Large Blend	3	3	3	3	726	552	316
PIMCO High Yield Admin	High Yield Bond	4	3	3	3	500	438	301
PIMCO Real Return Admin	Inflation-Protected Bond	5	5	4	5	157	139	19
PIMCO Total Return Admin	Intermediate-Term Bond	3	5	5	5	1013	869	589
Vanguard Total Bond Market Index Signal	Intermediate-Term Bond	2	4	3	3	1013	869	589
Vanguard 500 Index Signal	Large Blend	4	4	4	4	1578	1387	843

American Funds Fundamental Investors R4	Large Blend	3	3	5	3	1578	1387	843
T. Rowe Price Growth Stock	Large Growth	4	3	4	4	1459	1266	816
Becker Value Equity	Large Value	3	4	--	4	1098	973	570
Vanguard Extended Market Idx Signal	Mid-Cap Blend	4	3	4	3	385	314	196
Munder Mid-Cap Core Growth Y	Mid-Cap Growth	4	3	4	4	662	595	424
Allianz NFJ Mid-Cap Value Admin	Mid-Cap Value	3	3	1	2	353	309	153
Fidelity Puritan	Moderate Allocation	4	3	4	4	839	749	404
Dreyfus Cash Management Part	Money Market Taxable	--	--	--	--	1	1	1
Nuveen Real Estate Secs I	Real Estate	4	4	5	5	213	196	107
T. Rowe Price Retirement Income	Retirement Income	3	3		3	237	90	20
Fidelity Small Cap Discovery	Small Blend	5	5	4	5	585	493	304
Oppenheimer Discovery Y	Small Growth	5	5	4	5	664	572	367
Victory Small Company Opportunity I	Small Value	4	4	4	4	293	255	143
T. Rowe Price Retirement 2010	Target Date 2000-2010	4	3	--	3	146	118	16
T. Rowe Price Retirement 2015	Target Date 2011-2015	5	3	--	4	132	76	5
T. Rowe Price Retirement 2020	Target Date 2016-2020	5	3	--	4	190	131	21
T. Rowe Price Retirement 2025	Target Date 2021-2025	5	3	--	4	114	60	--
T. Rowe Price Retirement 2030	Target Date 2026-2030	5	3	--	4	190	131	16
T. Rowe Price Retirement 2035	Target Date 2031-2035	5	3	--	4	108	60	--
T. Rowe Price Retirement 2040	Target Date 2036-2040	5	4	--	4	187	115	16
T. Rowe Price Retirement 2045	Target Date 2041-2045	5	3	--	4	107	58	--
T. Rowe Price Retirement 2050	Target Date 2046-2050	5	3	--	4	--	--	--
T. Rowe Price Retirement 2055	Target Date 2050+	5	--	--	5	160	42	6

[4] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[5] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[6] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

[7] Funds that concentrate investments in one industry may involve greater risks than more diversified funds, including greater potential for volatility.

[8] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[9] T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

[10] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[11] The Cash Management Fund is invested in a single registered mutual fund, the Dreyfus Cash Management Fund. Investments in the VantageTrust Cash Management Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Dreyfus Cash Management Fund seeks to preserve the value of the fund at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of total return.

[12] Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential Separate Account. Prudential or its affiliates may compensate ICMARC for providing these and related administrative services in connection with the Fund. Before electing the Spousal Benefit (if available) on behalf of any beneficiary not recognized as your spouse under Federal law, be aware that provisions of your plan or the Internal Revenue Code might prevent, limit or otherwise affect the ability of the beneficiary to receive the Spousal Benefit. Variable annuities are suitable for long-term investing, particularly retirement savings. Prudential, the Prudential logo, and the Rock symbol are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VantageTrust Retirement IncomeAdvantage Fund must first receive and read the VantageTrust Retirement IncomeAdvantage Fund Important Considerations document before investing.

[13] Certificate of Deposit Accounts (CD Accounts) Annual Percentage Rates (APRs) and Annual Percentage Yields (APYs) are valid for the purchases made within the related open investment window and assume principal and interest remain in the account until maturity. Withdrawals and penalties will reduce earnings on the account. Please be advised, there may be associated penalties for withdrawing from a CD Account prior to the maturity date. Currently, no minimum opening deposit is required. For more information regarding CD Accounts, please contact Investor Services at 800-669-7400.

ICMA-RC's Attachment B: Chandler Proposed Fund Line-up RHS Plan 1

This table comprises pages 1 through 9, with the left half of the table being pages 1, 3, 5, 7 and 9 (top to bottom) and the right half of the table being pages 2, 4, 6, and 8 (top to bottom).

This data was transmitted as pages 4 through 7 of "ICMA's Attachment B – Chandler Proposed Fund Line-Up RHS Plan 1" in ICMA-RC's Response to Request for Proposal.

ICMA-RC's Attachment B- Chandler Proposed Fund Line-up
RHS Plan 1

Proposed Fund Line-up

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

			Annualized Performance as 12/31/2011						Fees & Expenses as of 03/31/2012				
Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]
Vantagepoint Low Duration Bond [4]	Short-Term Bond	VPIPX	1.14	5.04	3.73	3.52	2.31	2.83	0.64%	0.55%	$67,419	431.48	370.80
Vantagepoint Core Bond Index I [4]	Intermediate-Term Bond	VPCIX	7.41	6.36	6.05	5.32	5.53	7.19	0.42%	0.40%	$134,002	562.81	536.01
Vantagepoint Inflation Protected Secs [4]	Inflation-Protected Bond	VPTSX	11.53	9.05	7.21	5.23	8.66	9.16	0.65%	0.55%	$174,526	1,134.42	959.89
Vantagepoint Mdl Port Savings Oriented [5]	Conservative Allocation	VPSOX	2.38	7.98	3.38	4.08	2.84	3.63	0.88%	0.64%	$83,981	739.03	537.48
Vantagepoint Mdl Port Cnsrv Growth [5]	Conservative Allocation	VPCGX	1.15	9.18	2.72	3.97	5.95	6.50	0.89%	0.63%	$33,635	299.35	211.90
Vantagepoint Mdl Port Traditional Growth [5]	Moderate Allocation	VPTGX	-0.56	10.93	1.74	3.77	12.43	12.91	0.92%	0.62%	$78,490	722.11	486.64
Vantagepoint Mdl Port Long-Term Growth [5]	Aggressive Allocation	VPLGX	-1.98	12.09	0.93	3.71	20.13	20.68	0.96%	0.61%	$61,610	591.46	375.82
Vantagepoint Mdl Port All-Equity Growth [5]	Large Blend	VPAGX	-4.23	14.13	-0.74	2.94	15.28	15.83	1.03%	0.65%	$115,307	1,187.66	749.50
Vantagepoint Milestone Retirement Income [5, 6]	Retirement Income	VPRRX	2.37	8.45	3.13	---	16.27	16.59	0.92%	0.64%	$940,946	8,656.70	6,022.05
Vantagepoint Milestone 2010 [5, 6]	Target Date 2000-2010	VPRQX	1.41	9.01	2.65	---	14.69	15.09	0.96%	0.64%	$1,085,495	10,420.75	6,947.17
Vantagepoint Milestone 2015 [5, 6]	Target Date 2011-2015	VPRPX	0.70	10.58	2.01	---	12.98	13.44	0.91%	0.63%	$1,734,162	15,780.87	10,925.22
Vantagepoint Milestone 2020 [5, 6]	Target Date 2016-2020	VPROX	-0.26	11.06	1.43	---	11.33	11.79	0.89%	0.63%	$1,255,107	11,170.45	7,907.17
Vantagepoint Milestone 2025 [5, 6]	Target Date 2021-2025	VPRNX	-0.85	11.75	0.95	---	9.05	9.30	0.93%	0.63%	$738,604	6,869.02	4,653.21

Fund Inception Date	Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable)	Withdrawal Provisions (short term trading fees, transfer restrictions,
Dec-00	Edward H. Jewett; Richard A. Rezek, Jr.; William H. Williams; Brian W. Matthews; Andrew B.J. Chorlton; Mary Beth Syal; Neil G. Sutherland; Julio C. Bonilla	[2004-11-30--] Edward H. Jewett; [2004-11-30--] Richard A. Rezek, Jr.; [2004-11-30--] William H. Williams; [2004-12-01--] Brian W. Matthews; [2007-07-01--] Andrew B.J. Chorlton [2008-03-01--] Mary Beth Syal; [2008-11-30--] Neil G. Sutherland; [2010-03-31--] Julio C. Bonilla	[2004-12-31--2008-05-01] James P. Sarni; [2004-11-30--2010-03-30] John Barclay Rodgers; [2005-12-31--2008-12-29] Benson Chau	N/A	562,704,077	308	3	N/A
Jun-97	David C. Kwan; Lowell J. Bennett;	[2004-03-31--] David C. Kwan; [2004-03-31--] Lowell J. Bennett	N/A	N/A	1,228,550,967	80	3	N/A
Jul-92	Brian Weinstein; Mihir Worah; Martin Hegarty	[2007-10-30--] Brian Weinstein; [2008-01-02--] Mihir Worah; [2010-07-14--] Martin Hegarty	[2007-05-01--2007-05-14] Paul J. Zhao; [2003-12-31--2007-04-30] David C. Kwan; [2007-05-15--2007-09-24] Jenny Yiu [2003-12-31--2007-04-30] Lowell J. Bennett; [2007-10-30--2011-05-01] Stuart Spodek; [2007-05-01--2008-01-02] John B. Byniolfsson	N/A	647,924,456	10	4	N/A
Apr-96	Lee Trenum; Wayne Wicker; David J. Braverman	[2005-01-31--] Lee Trenum; [2005-01-31--] Wayne Wicker; [2008-06-30--] David J. Braverman;	[2007-05-15--2007-09-24] Cedric Scholtes; [2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	298,175,280	1,714	3	N/A
Apr-96	Wayne Wicker; Lee Trenum; David J. Braverman	[2004-12-31--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	576,643,729	7	3	N/A
Apr-96	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	1,407,461,434	11	3	N/A
Oct-00	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol;	N/A	1,760,093,884	7	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2004-12-31--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol;	N/A	679,107,916	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	224,452,255	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2008-05-01] Timothy Sudol; [2005-01-30--2007-04-30] David Harkins	N/A	226,110,812	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	398,995,734	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	417,404,335	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	332,179,387	8	3	N/A

Vantagepoint Milestone 2030 [5, 6]	Target Date 2026-2030	VPRMX	-1.46	12.38	0.50	---	6.42	7.15	0.94%	0.63%	$579,111	5,443.64	3,648.40
Vantagepoint Milestone 2035 [5, 6]	Target Date 2031-2035	VPRLX	-2.24	13.04	0.16	---	21.97	22.73	0.95%	0.63%	$511,931	4,863.34	3,225.17
Vantagepoint Milestone 2040 [5, 6]	Target Date 2036-2040	VPRKX	-2.61	13.51	0.03	---	24.18	--	0.94%	0.63%	$290,729	2,732.85	1,831.59
Vantagepoint Milestone 2045 [5, 6]	Target Date 2041-2045	VPRJX	-2.81	---	---	---	21.07	21.14	1.10%	0.63%	$149,996	1,649.96	944.97
Vantagepoint Equity Income	Large Value	VPEIX	0.04	15.31	-0.66	4.67	18.94	18.86	0.85%	0.55%	$59,734	507.74	328.54
Vantagepoint 500 Stock Index I	Large Blend	VPFIX	1.72	13.70	-0.65	2.49	19.30	19.40	0.43%	0.40%	$100,853	433.67	403.41
Vantagepoint Broad Market Index I	Large Blend	VPMIX	0.85	14.62	-0.07	3.44	17.99	19.42	0.42%	0.40%	$64,586	271.26	258.34
Vantagepoint Growth & Income	Large Blend	VPGIX	-0.69	15.06	-0.03	2.76	21.61	22.04	0.79%	0.55%	$64,531	509.79	354.92

Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]
Vantagepoint Growth	Large Growth	VPGRX	-4.27	12.91	-2.03	0.49	19.38	19.36	0.83%	0.55%	$14,925	123.88	82.09
Vantagepoint Select Value [7]	Mid-Cap Value	VPSVX	-0.16	18.07	---	---	23.96	23.23	1.00%	0.55%	$30,899	308.99	169.94
Vantagepoint Mid/Small Company Index I [7]	Mid-Cap Blend	VPSIX	-3.91	18.74	1.54	6.41	--	--	0.45%	0.40%	$49,244	221.60	196.98

Fund Inception Date	Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable)	Withdrawal Provisions (short term trading fees, transfer restrictions,
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	259,441,123	7	4	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum;	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	168,175,517	179	4	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	163,441,930	287	4	N/A
Jan-10	Wayne Wicker; Lee Trenum; David J. Braverman	[2010-01-04--] Wayne Wicker; [2010-01-04--] David J. Braverman; [2010-01-04--] Lee Trenum	N/A	N/A	41,702,191	162		N/A
Apr-94	Brian C. Rogers; Robert J. Chambers; G. Staley Cates; O. Mason Hawkins; R. Lewis Ropp	[2000-12-29--] O. Mason Hawkins; [2000-12-29--] G. Staley Cates; [1999-08-31--] Brian C. Rogers; [1999-08-31--] Robert J. Chambers; [2011-03-31--] R. Lewis Ropp	[1999-08-31--2008-01-02] Richard A. Englander; [2008-01-02--2012-01-17] Mark Giambrone	N/A	1,844,749,408	505	4	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison	N/A	424,705,161	201	3	N/A
Oct-94	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison;	N/A	509,006,267	148	4	N/A
Oct-98	Larry J. Puglia; Ian R. Link; John S. Brandser; Patrick J. English; Ted D. Kellner; Andy Ramer	[2009-01-16--] Ted D. Kellner; [2008-02-01--] Ian R. Link; [2001-06-01--] Larry J. Puglia; [2009-01-16--] Patrick J. English; [2009-01-16--] John S. Brandser; [2010-01-31--] Andy Ramer	[2000-04-30--2008-06-30] John R. Ryan; [1999-12-31--2008-10-15] Michael R. Ericksen; [1999-12-31--2009-01-19] Terry Berkemeier; [1999-12-31--2008-10-15] David I. Fisher; [1999-12-31--2008-05-01] Eugene P. Stein; [1999-12-31--2009-01-19] Alan J. Wilson; [2000-12-31--2008-10-15] Karen A. Miller; [1999-12-31--2009-01-19] Theodore R. Samuels; [2008-02-01--2009-01-19] Eric H. Stern; [2008-10-16--2009-01-19] Jim S. Kang;	N/A	1,193,206,372	332	3	N/A
Apr-83	William A. Muggia; Anthony Rizza; Thomas J. Bisighini; Erick F. Maronak; Jason E. Dahl; Michael B. Koskuba; Paul J. Marshall; Richard B. England; Scott Kefer	[2008-09-19--] Anthony Rizza; [2012-01-25--] Richard B. England; [2005-05-01--] William A. Muggia; [2012-01-25--] Erick F. Maronak; [2012-01-25--] Paul J. Marshall; [2012-01-25--] Jason E. Dahl; [2012-01-25--] Michael B. Koskuba; [2011-05-01--] Thomas J. Bisighini; [2012-01-25--] Scott Kefer	[2005-05-01--2008-09-30] Robert C. Jones; 2002-07-31--2008-09-30] John S. Dale; [2005-05-30--2012-01-25] Robert G. Hagstrom; [2008-01-02--2008-09-30] Mark M. Carhart; [1999-10-31--2012-01-25] Daniel L. Grossman; [2006-05-01--2008-01-02] Melissa Brown; [2005-05-01--2010-05-01] Arthur J. Bauernfeind; [2005-05-01--2010-05-01] Ethan J. Meyers; [2005-05-01--2010-05-01] Scott Emerman; [2002-07-31--2008-09-30] Gary E. Nussbaum	N/A	1,803,642,740	2,168	2	N/A
Oct-07	John G. Norman; Kevin McCreesh; Martin L. Robinson; Paul M. VeZolles; Ron M. Mushock; George O. Sertl, Jr.; James C. Kieffer; Scott C. Satterwhite	[2008-09-15--] Scott C. Satterwhite; [2008-09-15--] James C. Kieffer; [2007-10-30--] Kevin McCreesh; [2008-09-15--] George O. Sertl, Jr.; [2007-10-30--] John G. Norman; [2007-10-30--] Ron M. Mushock; [2007-10-30--] Paul M. VeZolles; [2007-10-30--] Martin L. Robinson	[2007-10-30--2008-09-30] Robert C. Jones; [2008-01-02--2008-09-30] Mark M. Carhart; [2007-10-30--2008-01-02] Melissa Brown;	N/A	330,108,794	977	4	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison	N/A	441,811,880	6	4	N/A

ICMA-RC's Attachment B- Chandler Proposed Fund Line-up
RHS Plan 1

Vantagepoint Aggressive Opportunities [7]	Mid-Cap Growth	VPAOX	-10.42	17.22	-0.04	2.83	18.80	18.92	0.93%	0.55%	$105,696	982.97	581.33
Vantagepoint Discovery [7]	Small Blend	VPDSX	-6.15	18.13	---	---	17.87	18.08	0.98%	0.55%	$11,969	117.30	65.83
Vantagepoint Overseas Equity Index I [8]	Foreign Large Blend	VPOIX	-12.42	6.55	-5.04	4.12	22.79	22.81	0.56%	0.40%	$43,460	243.38	173.84
Vantagepoint International [8]	Foreign Large Blend	VPINX	-8.57	8.54	-3.57	4.13	20.48	--	0.98%	0.55%	$10,158	99.55	55.87
Dreyfus Cash Management [9]	Money Market	DPCXX	0.00	0.07	1.49	1.74	0.06	0.55	0.61%	0.14%	$232,035	1,415.41	324.85
										Total Assets ($	$8,823,141		
											Total Fees ($)	78,491.45	
												Total Revenue Sharing ($)	53,328.93
												Total Revenue Sharing	0.006044212

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.

The Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

Oct-94	G. Staley Cates; O. Mason Hawkins; Grant R. Babyak; Sam Peters; Tony Rosenthal; Philip W. Ruedi; Albert Grosman	[2002-07-31--] O. Mason Hawkins; [2002-07-31--] G. Staley Cates; [2011-10-01--] Albert Grosman; [2006-01-30--] Sam Peters; [2006-01-30--] Tony Rosenthal; [2006-01-30--] Grant R. Babyak; [2011-05-01--] Philip W. Ruedi	[2003-04-30--2010-04-30] John H. Laporte; [2010-05-01--2011-04-30] Phillip H. Perelmuter;	N/A	956,991,885	7	3	N/A
Oct-07	Asha B. Joshi; Brian W. Matthews; Jamie A. Rome	[2007-10-30--] Brian W. Matthews; [2007-10-30--] Jamie A. Rome; [2007-10-30--] Asha B. Joshi		N/A	196,833,574	8	3	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison;	N/A	191,165,989	2,055	3	91 days, any amount
Oct-94	Mark L. Yockey; Robert J. Anslow; Jane Henderson; Roy Leckie; Elizabeth A. Desmond; Nigel Bliss; Charles Macquaker	[2002-10-31--] Mark L. Yockey; [2009-10-31--] Elizabeth A. Desmond; [2009-10-31--] Nigel Bliss; [2006-01-30--] Robert J. Anslow; [2009-05-01--] Roy Leckie; [2011-05-01--] Charles Macquaker	[2004-12-31--2010-01-03] Seung Kwak; [2006-01-30--2008-05-01] Walter Scott; [1999-03-31--2010-01-03] David I. Fisher; [1999-03-31--2010-01-03] Nilly Sikorsky; [1999-03-31--2010-01-03] Lionel M. Sauvage; [1999-03-31--2010-01-03] Richard N. Havas Sr; [2000-12-31--2007-09-24] Christopher A. Reed; [2000-12-31--2010-01-03] Arthur J. Gromadzki; [2008-05-01--2010-01-03] Gerald Du Manoir; [2004-12-31--2008-05-01] John M.N. Mant; [2006-01-30--2010-01-03] Alan McFarlane; [1999-03-31--2010-01-03] Nancy J. Kyle; [2006-01-30--2010-01-03] Kenneth Lyall; [1999-03-31--2010-01-03] Rudolf M. Staehelin	N/A	1,154,869,016	160	4	91 days, any amount
Mar-99	[2007-06-01--] Management Team	[2007-06-01--] Management Team	[1991-01-01--2007-05-31] Patricia A. Larkin	N/A	26,084,010,860	51	N/A	N/A

ICMA-RC's Attachment B- Chandler Proposed Fund Line-up

RHS Plan 1

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Fund expense data provided (not including any administration fees) are defined as follows:
ii Net Expense Ratio - The amount shown in the gross expense ratio less any expense waivers. The daily portion of this expense is deducted from the fund prior to the fund company's calculation of the daily price reported to the public.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

[1] Morningstar places registered mutual funds in certain categories based on the fund's historical portfolio holdings. Placement of a registered mutual in a particular Morningstar category does not mean that a fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. ICMA-RC does not independently verify Morningstar data.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.
The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] For each fund with at least a three-year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10% of funds in each category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars and the bottom 10% receive 1 star. The Overall Morningstar Rating for a fund is derived from a weighted average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Rating metrics. Past performance is no indicator or guarantee of future results.

For funds with loads, the Morningstar rating on a load-waived basis is provided, when available. Load-waived ratings do not include any front- or back-end sales loads and are intended for investors that have access to such purchase terms. Funds with loads are waived for plans administered by ICMA-RC.

Ratings and the number of funds in applicable Morningstar categories as of March 31, 2012 are provided below:

Fund	Morningstar Category	Ratings				Number of Funds in Category		
		3 - Year	5 - Year	10 - Year	Overall	3 – Year	5 - Year	10 - Year
Vantagepoint Mdl Port Cnsrv Growth	Conservative Allocation	3	3	3	3	545	462	170
Vantagepoint Mdl Port Savings Oriented	Conservative Allocation	2	4	3	3	545	462	170
Vantagepoint International	Foreign Large Blend	4	4	3	4	726	552	316
Vantagepoint Overseas Equity Index I	Foreign Large Blend	3	3	3	3	726	552	316
Vantagepoint Equity Income	Foreign Large Value	4	3	4	4	320	264	150
Vantagepoint Inflation Protected Secs	Inflation-Protected Bond	3	4	--	4	157	139	19
Vantagepoint Core Bond Index I	Intermediate-Term Bond	2	3	3	3	1013	869	589
Vantagepoint Mdl Port All-Equity Growth	Large Blend	3	3	3	3	1578	1387	843
Vantagepoint 500 Stock Index I	Large Blend	4	3	3	3	1578	1387	843
Vantagepoint Growth & Income	Large Blend	3	4	3	3	1578	1387	843
Vantagepoint Broad Market Index I	Large Blend	4	4	4	4	1578	1387	843
Vantagepoint Growth	Large Growth	3	2	2	2	1459	1266	816
Vantagepoint Mid/Small Company Index I	Mid-Cap Blend	4	3	4	4	385	314	196

Vantagepoint Aggressive Opportunities	Mid-Cap Growth	2	2	3	3	662	595	424
Vantagepoint Select Value	Mid-Cap Value	4	--	--	4	353	309	153
Vantagepoint Mdl Port Traditional Growth	Moderate Allocation	3	3	3	3	839	749	404
Vantagepoint Milestone Retirement Income	Retirement Income	2	3	--	3	237	90	20
Vantagepoint Low Duration Bond	Short-Term Bond	3	3	3	3	351	324	187
Vantagepoint Discovery	Small Blend	3	--	--	3	585	493	304
Vantagepoint Milestone 2010	Target Date 2000-2010	2	4	--	3	146	118	16
Vantagepoint Milestone 2015	Target Date 2011-2015	2	4	--	3	132	76	5
Vantagepoint Milestone 2020	Target Date 2016-2020	2	4	--	3	190	131	21
Vantagepoint Milestone 2025	Target Date 2021-2025	2	4	--	3	114	60	--
Vantagepoint Milestone 2030	Target Date 2026-2030	3	4	--	4	190	131	16
Vantagepoint Milestone 2035	Target Date 2031-2035	3	4	--	4	108	60	--
Vantagepoint Milestone 2040	Target Date 2036-2040	4	4	--	4	187	115	16
Vantagepoint Milestone 2045	Target Date 2041-2045	--	--	--	--	107	58	--
Vantagepoint Mdl Port Long-Term Growth	Aggressive Allocation	3	4	3	3	320	287	108

[4] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[5] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[6] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[7] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[8] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

[9] Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of total return.

ICMA-RC's Attachment B: Chandler Proposed Fund Line-up RHS Plan 2

This table comprises pages 1 through 4, with the left half of the table being pages 1 and 3 (top to bottom) and the right half of the table being pages 2 and 4 (top to bottom).

This data was transmitted as pages 8 and 9 of "ICMA's Attachment B – Chandler Proposed Fund Line-Up RHS Plan 2" in ICMA-RC's Response to Request for Proposal.

ICMA-RC's Attachment B- Chandler Fund Line-up
RHS Plan 2

Proposed Fund Line-up

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

			Annualized Performance as 12/31/2011						Fees & Expenses as of 03/31/2012				
Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]
Vantagepoint Milestone Retirement Income [4]	Retirement Income	VPRRX	2.37	8.45	3.13	---	16.27	16.59	0.92%	0.64%	$7,115	65.46	45.54
Vantagepoint Milestone 2015 [4]	Target Date 2011-2015	VPRPX	0.70	10.58	2.01	---	12.98	13.44	0.91%	0.63%	$723	6.58	4.55
Vantagepoint Milestone 2035 [4]	Target Date 2031-2035	VPRLX	-2.24	13.04	0.16	---	21.97	22.73	0.95%	0.63%	$368	3.50	2.32
										Total Assets ($	$8,206		
											Total Fees ($)	75.53	
												Total	52.41
												Total	0.006386705

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.

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ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Fund expense data provided (not including any administration fees) are defined as follows:
1 Net Expense Ratio

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

Fund Inception Date	Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 -	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable) [3]	Provisions (short term trading fees,
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	224,452,255	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	398,995,734	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum;	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	168,175,517	179	4	N/A

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.
The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] For each fund with at least a three-year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10% of funds in each category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars and the bottom 10% receive 1 star. The Overall Morningstar Rating for a fund is derived from a weighted average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Rating metrics. Past performance is no indicator or guarantee of future results.

For funds with loads, the Morningstar rating on a load-waived basis is provided, when available. Load-waived ratings do not include any front- or back-end sales loads and are intended for investors that have access to such purchase terms. Funds with loads are waived for plans administered by ICMA-RC.

Ratings and the number of funds in applicable Morningstar categories as of March 31, 2012 are provided below:

Fund	Morningstar Category	Ratings				Number of Funds in Category		
		3 - Year	5 - Year	10 - Year	Overall	3 – Year	5 - Year	10 - Year
Vantagepoint Milestone 2010	Target Date 2000-2010	2	4	--	3	146	118	16
Vantagepoint Milestone 2015	Target Date 2011-2015	2	4	--	3	132	76	5
Vantagepoint Milestone 2035	Target Date 2031-2035	3	4	--	4	108	60	

[4] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement. The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual

ICMA-RC's Attachment B: Chandler Proposed Fund Line-up RHS Plan 3

This table comprises pages 1 through 8, with the left half of the table being pages 1, 3, 5, and 7 (top to bottom) and the right half of the table being pages 2, 4, 6, and 8 (top to bottom).

This data was transmitted as pages 10 through 12 of "ICMA's Attachment B – Chandler Proposed Fund Line-Up RHS Plan 3" in ICMA-RC's Response to Request for Proposal.

Proposed Fund Line-up

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

			Annualized Performance as 12/31/2011						Fees & Expenses as of 03/31/2012				
Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]
Vantagepoint Low Duration Bond [4]	Short-Term Bond	VPIPX	1.14	5.04	3.73	3.52	2.31	2.83	0.64%	0.55%	$10,767	68.91	59.22
Vantagepoint Inflation Protected Secs [4]	Inflation-Protected Bond	VPTSX	11.53	9.05	7.21	5.23	8.66	9.16	0.65%	0.55%	$16,092	104.60	88.51
Vantagepoint Mdl Port Savings Oriented [5]	Conservative Allocation	VPSOX	2.38	7.98	3.38	4.08	2.84	3.63	0.88%	0.64%	$30	0.26	0.19
Vantagepoint Mdl Port All-Equity Growth [5]	Large Blend	VPAGX	-4.23	14.13	-0.74	2.94	15.28	15.83	1.03%	0.65%	$8,825	90.90	57.36
Vantagepoint Milestone Retirement Income [5, 6]	Retirement Income	VPRRX	2.37	8.45	3.13	---	16.27	16.59	0.92%	0.64%	$83,855	771.47	536.67
Vantagepoint Milestone 2010 [5, 6]	Target Date 2000-2010	VPRQX	1.41	9.01	2.65	---	14.69	15.09	0.96%	0.64%	$99,820	958.27	638.85
Vantagepoint Milestone 2015 [5, 6]	Target Date 2011-2015	VPRPX	0.70	10.58	2.01	---	12.98	13.44	0.91%	0.63%	$117,147	1,066.04	738.03
Vantagepoint Milestone 2020 [5, 6]	Target Date 2016-2020	VPROX	-0.26	11.06	1.43	---	11.33	11.79	0.89%	0.63%	$31,914	284.03	201.06
Vantagepoint Milestone 2025 [5, 6]	Target Date 2021-2025	VPRNX	-0.85	11.75	0.95	---	9.05	9.30	0.93%	0.63%	$8,607	80.05	54.22
Vantagepoint Milestone 2030 [5, 6]	Target Date 2026-2030	VPRMX	-1.46	12.38	0.50	---	6.42	7.15	0.94%	0.63%	$1,084	10.19	6.83
Vantagepoint Equity Income	Large Value	VPEIX	0.04	15.31	-0.66	4.67	18.94	18.86	0.85%	0.55%	$6,892	58.58	37.91
Vantagepoint 500 Stock Index I	Large Blend	VPFIX	1.72	13.70	-0.65	2.49	19.30	19.40	0.43%	0.40%	$4,565	19.63	18.26
Vantagepoint Broad Market Index I	Large Blend	VPMIX	0.85	14.62	-0.07	3.44	17.99	19.42	0.42%	0.40%	$1,104	4.64	4.42

Fund Inception Date	Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy, from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable) [3]	Provisions (short term trading fees, transfer restrictions, etc.)
Dec-00	Edward H. Jewett; Richard A. Rezek, Jr.; William H. Williams; Brian W. Matthews; Andrew B.J. Chorlton; Mary Beth Syal; Neil G. Sutherland; Julio C. Bonilla	[2004-11-30--] Edward H. Jewett; [2004-11-30--] Richard A. Rezek, Jr.; [2004-11-30--] William H. Williams; [2004-12-01--] Brian W. Matthews; [2007-07-01--] Andrew B.J. Chorlton [2008-03-01--] Mary Beth Syal; [2008-11-30--] Neil G. Sutherland; [2010-03-31--] Julio C. Bonilla	[2004-12-31--2008-05-01] James P. Sarni; [2004-11-30--2010-03-30] John Barclay Rodgers; [2005-12-31--2008-12-29] Benson Chau	N/A	562,704,077	308	3	N/A
Jul-92	Brian Weinstein; Mihir Worah; Martin Hegarty	[2007-10-30--] Brian Weinstein; [2008-01-02--] Mihir Worah; [2010-07-14--] Martin Hegarty	[2007-05-01--2007-05-14] Paul J. Zhao; [2003-12-31--2007-04-30] David C. Kwan; [2007-05-15--2007-09-24] Jenny Yiu [2003-12-31--2007-04-30] Lowell J. Bennett; [2007-10-30--2011-05-01] Stuart Spodek; [2007-05-01--2008-01-02] John B. Bynjolfsson	N/A	647,924,456	10	4	N/A
Apr-96	Lee Trenum; Wayne Wicker; David J. Braverman	[2005-01-31--] Lee Trenum; [2005-01-31--] Wayne Wicker; [2008-06-30--] David J. Braverman;	[2007-05-15--2007-09-24] Cedric Scholtes; [2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	298,175,280	1,714	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2004-12-31--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol;	N/A	679,107,916	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	224,452,255	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2008-05-01] Timothy Sudol; [2005-01-30--2007-04-30] David Harkins	N/A	226,110,812	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	398,995,734	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	417,404,335	9	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	332,179,387	8	3	N/A
Jan-05	Wayne Wicker; Lee Trenum; David J. Braverman	[2005-01-30--] Wayne Wicker; [2008-06-30--] David J. Braverman; [2005-01-30--] Lee Trenum	[2005-01-30--2007-04-30] David Harkins; [2005-01-30--2008-05-01] Timothy Sudol	N/A	259,441,123	7	4	N/A
Apr-94	Brian C. Rogers; Robert J. Chambers; G. Staley Cates; G. Mason Hawkins;	[2000-12-29--] G. Mason Hawkins; [2000-12-29--] G. Staley Cates; [1999-08-31--] Brian C. Rogers; [1999-08-31--] Robert J. Chambers;	[1999-08-31--2008-01-02] Richard A. Englander; [2008-01-02--2012-01-17] Mark Giambrone	N/A	1,844,749,408	505	4	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison	N/A	424,705,161	201	3	N/A
Oct-94	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison;	N/A	509,006,267	148	4	N/A

Fund Name	Category [1]	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Net Expense Ratio	Revenue Sharing [2]	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($) [2]
Vantagepoint Growth & Income	Large Blend	VPGIX	-0.69	15.06	-0.03	2.76	21.61	22.04	0.79%	0.55%	$4,021	31.77	22.12
Vantagepoint Growth	Large Growth	VPGRX	-4.27	12.91	-2.03	0.49	19.38	19.36	0.83%	0.55%	$5,596	46.45	30.78
Vantagepoint Select Value [7]	Mid-Cap Value	VPSVX	-0.16	18.07	---	---	23.96	23.23	1.00%	0.55%	$1,075	10.75	5.91
Vantagepoint Mid/Small Company Index I [7]	Mid-Cap Blend	VPSIX	-3.91	18.74	1.54	6.41	--	--	0.45%	0.40%	$3,135	14.11	12.54
Vantagepoint Aggressive Opportunities [7]	Mid-Cap Growth	VPAOX	-10.42	17.22	-0.04	2.83	18.80	18.92	0.93%	0.55%	$3,192	29.69	17.56
Vantagepoint Overseas Equity Index I [8]	Foreign Large Blend	VPOIX	-12.42	6.55	-5.04	4.12	22.79	22.81	0.56%	0.40%	$2,294	12.85	9.18
Vantagepoint International [7]	Foreign Large Blend	VPINX	-8.57	8.54	-3.57	4.13	20.48	--	0.98%	0.55%	$5,919	58.01	32.55

Fund Inception Date	Fund Manager	Fund Manager Start Date	Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable) [3]	Provisions (short term trading fees, transfer restrictions, etc.)
Oct-98	Larry J. Puglia; Ian R. Link; John S. Brandser; Patrick J. English; Ted D. Kellner; Andy Ramer	[2009-01-16--] Ted D. Kellner; [2008-02-01--] Ian R. Link; [2001-06-01--] Larry J. Puglia; [2009-01-16--] Patrick J. English; [2009-01-16--] John S. Brandser; [2010-01-31--] Andy Ramer	[2000-04-30--2008-06-30] John R. Ryan; [1999-12-31--2008-10-15] Michael R. Ericksen; [1999-12-31--2009-01-19] Terry Berkemeier; [1999-12-31--2008-10-15] David I. Fisher; [1999-12-31--2008-05-01] Eugene P. Stein; [1999-12-31--2009-01-19] Alan J. Wilson; [2000-12-31--2008-10-15] Karen A. Miller; [1999-12-31--2009-01-19] Theodore R. Samuels; [2008-02-01--2009-01-19] Eric H. Stern; [2008-10-16--2009-01-19] Jim S. Kang;	N/A	1,193,206,372	332	3	N/A
Apr-83	William A. Muggia; Anthony Rizza; Thomas J. Bisighini; Erick F. Maronak; Jason E. Dahl; Michael B. Koskuba; Paul J. Marshall; Richard B. England; Scott Kefer	[2008-09-19--] Anthony Rizza; [2012-01-25--] Richard B. England; [2005-05-01--] William A. Muggia; [2012-01-25--] Erick F. Maronak; [2012-01-25--] Paul J. Marshall; [2012-01-25--] Jason E. Dahl; [2012-01-25--] Michael B. Koskuba; [2011-05-01--] Thomas J. Bisighini; [2012-01-25--] Scott Kefer	[2005-05-01--2008-09-30] Robert C. Jones; 2002-07-31--2008-09-30] John S. Dale; [2005-05-30--2012-01-25] Robert G. Hagstrom; [2008-01-02--2008-09-30] Mark M. Carhart; [1999-10-31--2012-01-25] Daniel L. Grossman; [2006-05-01--2008-01-02] Melissa Brown; [2005-05-01--2010-05-01] Arthur J. Bauernfeind; [2005-05-01--2010-05-01] Ethan J. Meyers; [2005-05-01--2010-05-01] Scott Emerman; [2002-07-31--2008-09-30] Gary E. Nussbaum	N/A	1,803,642,740	2,168	2	N/A
Oct-07	John G. Norman; Kevin McCreesh; Martin L. Robinson; Paul M. VeZolles; Ron M. Mushock; George O. Sertl, Jr.; James C. Kieffer; Scott C. Satterwhite	[2008-09-15--] Scott C. Satterwhite; [2008-09-15--] James C. Kieffer; [2007-10-30--] Kevin McCreesh; [2008-09-15--] George O. Sertl, Jr.; [2007-10-30--] John G. Norman; [2007-10-30--] Ron M. Mushock; [2007-10-30--] Paul M. VeZolles; [2007-10-30--] Martin L. Robinson	[2007-10-30--2008-09-30] Robert C. Jones; [2008-01-02--2008-09-30] Mark M. Carhart; [2007-10-30--2008-01-02] Melissa Brown;	N/A	330,108,794	977	4	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison	N/A	441,811,880	6	4	N/A
Oct-94	G. Staley Cates; O. Mason Hawkins; Grant R. Babyak; Sam Peters; Tony Rosenthal; Philip W. Ruedi; Albert Grosman	[2002-07-31--] O. Mason Hawkins; [2002-07-31--] G. Staley Cates; [2011-10-01--] Albert Grosman; [2006-01-30--] Sam Peters; [2006-01-30--] Tony Rosenthal; [2006-01-30--] Grant R. Babyak; [2011-05-01--] Philip W. Ruedi	[2003-04-30--2010-04-30] John H. Laporte; [2010-05-01--2011-04-30] Phillip H. Perelmuter;	N/A	956,991,885	7	3	N/A
Jun-97	Karen Q. Wong; Richard A. Brown; Thomas J. Durante	[2009-07-20--] Thomas J. Durante; [2004-03-31--] Richard A. Brown; [2004-03-31--] Karen Q. Wong	[2004-03-31--2008-01-02] Susan M. Ellison;	N/A	191,165,989	2,055	3	91 days, any amount
Oct-94	Mark L. Yockey; Robert J. Anslow; Jane Henderson; Roy Leckie; Elizabeth A. Desmond; Nigel Bliss; Charles Macquaker	[2002-10-31--] Mark L. Yockey; [2009-10-31--] Elizabeth A. Desmond; [2009-10-31--] Nigel Bliss; [2006-01-30--] Robert J. Anslow; [2009-05-01--] Roy Leckie; [2011-05-01--] Charles Macquaker	[2004-12-31--2010-01-03] Seung Kwak; [2006-01-30--2008-05-01] Walter Scott; [1999-03-31--2010-01-03] David I. Fisher; [1999-03-31--2010-01-03] Nilly Sikorsky; [1999-03-31--2010-01-03] Lionel M. Sauvage; [1999-03-31--2010-01-03] Richard N. Havas Sr; [2000-12-31--2007-09-24] Christopher A. Reed; [2000-12-31--2010-01-03] Arthur J. Gromadzki; [2008-05-01--2010-01-03] Gerald Du Manoir; [2004-12-31--2008-05-01] John M.N. Mant; [2006-01-30--2010-01-03] Alan McFarlane; [1999-03-31--2010-01-03] Nancy J. Kyle; [2006-01-30--2010-01-03] Kenneth Lyall; [1999-03-31--2010-01-03] Rudolf M. Staehelin	N/A	1,154,869,016	160	4	91 days, any amount

ICMA-RC's Attachment B- Chandler Fund Line-up
RHS Plan 3

Total Assets ($)	$415,934
Total Fees ($)	3,721.17
Revenue Sharing ($)	2,572.15
Revenue Sharing	0.006184037

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.

The Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Fund expense data provided (not including any administration fees) are defined as follows:
Net Expense Ratio - The amount shown in the gross expense ratio less any expense waivers. The daily portion of this expense is deducted from the fund prior to the fund company's calculation of the daily price reported to the public.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

[1] Morningstar places registered mutual funds in certain categories based on the fund's historical portfolio holdings. Placement of a registered mutual in a particular Morningstar category does not mean that a fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. ICMA-RC does not independently verify Morningstar data.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.
The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] For each fund with at least a three-year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10% of funds in each category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars and the bottom 10% receive 1 star. The Overall Morningstar Rating for a fund is derived from a weighted average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Rating metrics. Past performance is no indicator or guarantee of future results.

For funds with loads, the Morningstar rating on a load-waived basis is provided, when available. Load-waived ratings do not include any front- or back-end sales loads and are intended for investors that have access to such purchase terms. Funds with loads are waived for plans administered by ICMA-RC.

Ratings and the number of funds in applicable Morningstar categories as of March 31, 2012 are provided below:

Fund	Morningstar Category	Ratings				Number of Funds in		
		3 - Year	5 - Year	10 - Year	Overall	3 – Year	5 - Year	10 - Year
Vantagepoint Mdl Port Savings Oriented	Conservative Allocation	2	4	3	3	545	462	170
Vantagepoint Mdl Port All-Equity Growth	Foreign Large Blend	3	3	3	3	726	552	316
Vantagepoint Overseas Equity Index I	Foreign Large Blend	3	3	3	3	726	552	316
Vantagepoint International	Foreign Large Blend	4	4	3	4	726	552	316
Vantagepoint Inflation Protected Secs	Inflation-Protected Bond	3	4	--	4	157	139	19
Vantagepoint 500 Stock Index I	Large Blend	4	3	3	3	1578	1387	843
Vantagepoint Broad Market Index I	Large Blend	4	4	4	4	1578	1387	843
Vantagepoint Growth & Income	Large Blend	3	4	3	3	1578	1387	843
Vantagepoint Growth	Large Growth	3	2	2	2	1459	1266	816
Vantagepoint Equity Income	Large Value	4	3	4	4	1098	973	570
Vantagepoint Mid/Small Company Index I	Mid-Cap Blend	4	3	4	4	385	314	196
Vantagepoint Aggressive Opportunities	Mid-Cap Growth	2	2	3	3	662	595	424
Vantagepoint Select Value	Mid-Cap Value	4		--	4	353	309	153
Vantagepoint Milestone Retirement Income	Retirement Income	2	3	--	3	237	90	20
Vantagepoint Low Duration Bond	Short-Term Bond	3	3	3	3	351	324	187
Vantagepoint Milestone 2010	Target Date 2000-2010	2	4	--	3	146	118	16
Vantagepoint Milestone 2015	Target Date 2011-2015	2	4	--	3	132	76	5
Vantagepoint Milestone 2020	Target Date 2016-2020	2	4	--	3	190	131	21
Vantagepoint Milestone 2025	Target Date 2021-2025	2	4	--	3	114	60	--
Vantagepoint Milestone 2030	Target Date 2026-2030	3	4	--	4	190	131	16

[4] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[5] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[6] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[7] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[8] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

Question #	Question	Vendor's Response
1	Provide a brief overview and history of your organization. Provide a description of any parent/subsidiary/affiliate relationships.	Founded in 1972, the ICMA-RC has provided defined contribution plan administration, investment, and educational services for public sector employers and their employees for 40 years. With over 700 employees as of December 31, 2011, we focus on providing high quality, flexible record keeping services and value added education based on the specific need of each life stage of each participant. Our success in serving the retirement planning needs of public employees across the country is reflected in our mission statement: We Help Public Employees Build Retirement Security. ICMA-RC's primary business is the administration of Internal Revenue Code ("Code") §457 deferred compensation plans, Code §401 qualified defined contribution plans, individual retirement accounts, and retirement health savings plans for public employers and their employees. As of March 31, 2011, we serve over 9,000 public sector employers with over a million participant accounts and total assets under administration of more than $41.6 billion. ICMA-RC, an independent, non-profit corporation, is one of several affiliated but legally separate entities: ICMA Retirement Corporation ("ICMA-RC") is a non-profit Corporation established in 1972 to assist state and local governments and their agencies and instrumentalities ("Plan Sponsors") in the establishment and maintenance of retirement plans ("Retirement Plans") for their public sector employees who participate in the plans ("Participants"). ICMA-RC offers a full range of retirement plan administration services to Plan Sponsors, including administration, recordkeeping, and education services. In addition to offering retirement plan services, ICMA-RC, in its capacity as an investment adviser registered with the SEC, provides investment advisory, management, and administrative services to VantageTrust Company in respect to the investment options made available through VantageTrust. ICMA-RC also provides investment advisory services directly to individual Participants through the Guided Pathways®1 program, a platform for the delivery of various discretionary and non-discretionary investment advisory services. Additionally, ICMA-RC provides financial planning services through certified ICMA-RC associates who conduct retirement planning sessions and consultations with Participants. ICMA-RC also offers investment advisory services to public employers who pre-fund other post-employment benefits, such as post-employment healthcare.
		VantageTrust Company, LLC ("VTC") is a New Hampshire non-depository trust company and a wholly-owned subsidiary of ICMA-RC. VTC is the sole trustee of VantageTrust, a trust established and maintained for the purpose of commingling assets of state and local government qualified retirement and deferred compensation plans. VTC makes available a number of collective investment funds and other investment options to Participants through VantageTrust. VTC is also the qualified custodian for the Managed Accounts Program under the Guided Pathways suite of services. Vantagepoint Investment Advisers, LLC ("VIA"), a wholly-owned subsidiary of ICMA-RC and an SEC-registered investment adviser, serves as the investment adviser to The Vantagepoint Funds, for which ICMA-RC is the sponsor. The Vantagepoint Funds is an SEC-registered series investment company with each of the funds in the series having different investment objectives and strategies. Pursuant to its written advisory agreement with The Vantagepoint Funds, VIA, with the consent and approval of The Vantagepoint Funds' Board of Directors, enters into agreements with subadvisers for the performance of some or all of VIA's duties and responsibilities to the Funds. VIA retains the responsibility and authority to monitor and review the performance of each subadviser. Vantagepoint Transfer Agents, LLC ("VTA"), a wholly-owned subsidiary of ICMA-RC, is The Vantagepoint Funds' designated transfer agent and provides The Vantagepoint Funds with certain transfer agency and administrative shareholder support services related to the Retirement Plans and Participants that invest in The Vantagepoint Funds. These services include the preparation of shareholder reports and proxies, shareholder recordkeeping, transferring ownership of shares, and maintaining share ownership records for The Vantagepoint Funds.
		ICMA-RC Services, LLC ("RC Services"), a wholly owned subsidiary of ICMA-RC, is a broker-dealer registered with the SEC and is a member of the Financial Industry Regulatory Authority ("FINRA"). ICMA-RC Services is also registered as a broker-dealer in all fifty states, and the District of Columbia. Certain employees of ICMA-RC are also registered representatives of RC Services and are required to pass the appropriate FINRA qualification examinations. ICMA-RC uses RC Services to affect transactions in unaffiliated, third party mutual funds that make up the underlying investments of certain VantageTrust funds. Additionally, RC Services serves as the distributor of The Vantagepoint Funds. 1 Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
2	Indicate how many years your company has been active in the deferred compensation business. Please indicate the period of time for each service, if different, such as investment management for x years, recordkeeping for y years, trustee services for z years	ICMA-RC has been active in the governmental retirement plan business since 1972. Deferred compensation (457) plan administration & record keeping: 40 years Investment management: 40 Years Defined contribution (401) plan administration & recordkeeping: 26 years
3	Please provide a breakdown of the number of deferred compensation clients that you service in the following areas:	Statistics below are provided as of March 31, 2012.
	Full Service	
	Number of clients	4,826
	Value of assets	$30.6 billion
	Investment Only	
	Number of clients	6
	Value of assets	$641 million
	Recordkeeping Only	
	Number of clients	3
	Value of assets	$10.4 billion
	Total	
	Number of clients	4,835
	Value of assets	$41.6 billion

4	What is your experience in servicing clients the size of the City of Chandler?	Local government employers established ICMA-RC for the sole purpose of providing high-quality retirement plan services to public sector employers. We administered the first nationally available §457 plan in 1972 and offered public sector employers §401 plans in 1985. We pioneered Retirement Health Savings (RHS) Plans in 2000. In 2001, ICMA-RC contributed to EGTRRA, on behalf of public sector retirement plans. We serve numerous clients with plans of a comparable size to the City of Chandler. We have served many of our large clients for more than 20 years and have experience delivering the highest quality service to public sector retirement plans of a size and sophistication comparable to yours. We are 100% focused on government-sponsored retirement plans just like yours—and have been for 40 years. We provide on-site service and education through a regionally-based team of full-time registered representatives and CERTIFIED FINANCIAL PLANNER™ professionals. Also, the City requires an administrator that is thoroughly versed in both the Internal Revenue Code and 457/401 Model Plan regulations to ensure that your plan is always meeting current legislative requirements. ICMA-RC's Legal Division is staffed by experienced professionals who are fully knowledgeable on, and maintain our service in compliance with applicable federal law. To address plan sponsors legislative needs, we provide advanced information on potential changes to laws and regulations. Our Legislative Affairs staff maintains a "Legislative Report" on our plan sponsor website that provides up-to-date information on pending legislation that could impact the City's plan. We also electronically send a legislative and regulatory report, the Washington Perspective, which discusses regulations as important developments occur. The quality of our plan administration is best demonstrated by our exceptional client retention rate: as of March 31, 2012, over 99% of all our clients choose to retain ICMA-RC annually because we continuously demonstrate our commitment to government employers through competitive pricing and service and technology enhancements.
5	**How many of your employees are dedicated to 457(b) recordkeeping and administration services? Where are they located?**	**105* employees are dedicated to deferred compensation and defined contribution plan recordkeeping and administration services. These employees are located at ICMA-RC's headquarters office in Washington, DC.** ***Data as of 12.31.2011. Human Resources statistical data is calculated on an annual basis.**
6	Provide details of any past or pending litigation or regulatory inquiries during the last 5 years involving your company that relates to plan administration, securities or financial fraud, or breach of fiduciary responsibilities	In its capacity as a third-party administrator, ICMA-RC has been named as a defendant or co-defendant with the plan sponsor in benefit claims litigation brought by plan participants or putative beneficiaries (e.g., a benefit claims dispute brought by the widow of a deceased participant) seeking determinations regarding those parties' entitlement to benefits. However, the nature and quality of ICMA-RC's administrative and recordkeeping services have never been at issue in any such claims.
7	**Has your organization (or is it currently) been investigated by the Securities and Exchange Commission or any other regulatory body with regard to mutual fund trading, market timing or late trading? If so, please describe in detail.**	**No. ICMA-RC has received no regulatory actions due to improper trading practices.**
8	Has your organization been rated by a third party publication regarding your level of service and standing in the industry? If yes, please provide a copy of the report.	Yes. ICMA-RC is the 23rd largest US record keeper based on assets under record keeping, according to a June 2011 PLANSPONSOR magazine recordkeeping survey. During the spring of 2011 PLANSPONSOR distributed a questionnaire to providers of full service and unbundled record keeping services for defined contribution plans, and received 74 responses on which the rankings are based. A copy of the June 2011 PLANSPONSOR magazine is included in the Appendix.
	If selected to work with the City of Chandler, how would your company organize the resources that provide deferred compensation plan services? Please describe the specific team(s) that would work with the City during the transition, implementation, and on an ongoing basis. Please indicate where these individual/teams are located.	**ICMA-RC provides an experienced, expert team dedicated to delivering Platinum Service – our commitment to exceptional education, investment and plan administration solutions with the highest quality service. Our team of dedicated professionals will provide consistent, reliable, high-quality service for you as follows:** **Your current ICMA-RC Regional Manager, Mike Collins, leads the delivery of all service for your plan. Mr. Collins has total direct accountability for your satisfaction and he will be available on-site as needed. In this role he will continue to:** **□ Serve as your primary point of contact** **□ Lead the team that provides on-site educational services** **□ Provide an annual report on plan activity, plan investments and performance** **□ Address new services and industry developments** **□ Educate the Committee on plan topics of interest** **Educational services are provided by a salaried education professional, Randall Nels, Retirement Plans Specialist. Mr. Nels is based locally and will be on-site at City locations. He currently:** **□ Discusses education goals in consultation with your staff** **□ Conducts group enrollment, investment, and retirement planning seminars** **□ Provides individual participant retirement consultations** **□ Assists retirees in the selection of the most appropriate payment options for their specific needs**
		Tom Axline, CERTIFIED FINANCIAL PLANNER™ professional, currently educates employees on the need to have a comprehensive understanding of their unique financial planning situations. As a salaried, non-commissioned employee, Mr. Axline does not sell ancillary products to the City's employees. Mr. Axline will be available on-site at City locations to: **□ Deliver comprehensive seminars and workshops that address key participant concerns including saving for, transitioning into, and managing retirement goals, as well as additional topics such as college, estate, insurance, and tax planning essentials** **□ Provide City employees access to individual financial planning consultations** **Administrative and record keeping services will be provided by Rod Alcazar Client Services Director. Mr. Alcazar is based in ICMA-RC's Headquarters office in Washington, DC. He supports your enrollment, transaction processing, reporting, inquiry resolution, and other day-to-day administrative needs.**
10	Please describe the transition process and what is required from the City of Chandler to ensure a smooth transition.	Since ICMA-RC is the current provider for the City's 457 and RHS plans, no transition will be necessary if ICMA-RC is selected to continue administering the plans.
11	**Please include a transition timeline assuming an award date of 9/1/2012 and an implementation date of 1/1/2013.**	**No transition will be necessary if ICMA-RC is selected to continue administering the plans.**
12	Describe your service standards. Do you guarantee service performance? If so, please describe.	ICMA-RC will consult with the City to establish clear and defined service benchmarks, with specific incentives to the City for non-compliance. Should we fail to meet these benchmarks, ICMA-RC will provide incentives, either in terms of additional administrative and educational services or financial consideration, as mutually agreed between ICMA-RC and the City.

13	**Who would the plan's relationship manager be? Please provide a copy of the proposed relationship manager's biography (including work history). Would that person attend a finalist interview?**	**Mike Collins, Regional Manager will serve as the City's relationship manager. Mr. Collins would be available to attend a finalist interview. Mr. Collins is responsible for managing and monitoring the activities of the local Retirement Plans Specialists in Arizona. He also works directly with the plan sponsors in these states to establish education and service goals. Mr. Collins meets with plan sponsor retirement plan boards to provide ongoing plan updates, education, and industry and regulatory updates. He also is the local first contact for problem resolution for participants as well as plan level questions or concerns. Prior to becoming the West Regional Manager, Mr. Collins was the local Retirement Plans Specialist for the Northern Colorado Territory from 2003 to 2008. Before joining ICMA-RC in March 2003, Mr. Collins was employed as a Financial Adviser for almost nine years with Waddell & Reed, where he was responsible for 300 accounts, as well as Archdiocese of Denver 403(b) plan. Mr. Collins received a Bachelor's degree in Business/Accounting from Briar Cliff College, Iowa. He is a FINRA Series 6 and 63 Registered Representative and a NASAA Series 65 Registered Investment Adviser Representative. Mr. Collins is also a Series 26 Principal licensed and holds Life Insurance licenses in the States of Colorado, Wyoming, Arizona, New Mexico and Texas.**
14	If selected to work with the City of Chandler, who would be assigned as on-site participant support representatives? Please attach a copy of their biography (including work history).	Randall Neis, your current local on-site participant support representative, will continue to serve the City's employees. Mr. Randall Neis is responsible for providing on-site services to public sector employer retirement plans in Arizona. He works directly with plan sponsors to establish education goals. Mr. Neis meets with plan participants to provide personal counseling on investment and retirement planning and conducts group enrollment, investment, and retirement planning seminars. He provides personalized assistance in the development of retirement savings plans, using a laptop computer to provide benefit illustrations. Mr. Randall Neis has nine years of experience in the financial services industry. Before joining ICMA-RC in August 2006, Mr. Neis was employed as a Financial Advisor for five years with AIG VALIC, where he worked in the 403(b) and 457 markets with educators and public service employees. Mr. Neis also has experience as a teacher and high school athletics coach in Arizona. Mr. Neis received a bachelor's degree in Education from Winona State University. He is a FINRA Series 6, 63, and 65 Registered Representative. Mr. Neis also holds an AZ Insurance license. Ross Emmer, an additional Arizona based Retirement Plan Specialist who provides onsite back up support. In addition, Ross Emmer, Retirement Plans Specialist, will also be available when needed to support Mr. Randall or fulfill on-site education needs if Mr. Randall is unavailable. Mr. Emmer has 15 years experience in the financial services industry. Before joining ICMA-RC in 2007, he worked in management with AIG Financial Advisors and Prudential Securities. Most recently, he helped fellow financial advisors strengthen their practice management skills and build sound client presentations using complex financial planning software. Mr. Emmer earned a Bachelor's degree in Communication and Finance from the State University of New York at Geneseo. He is a CERTIFIED FINANCIAL PLANNER™ professional and a Chartered Financial Consultant designee. He is also a FINRA Series 7, 24, and 66 Registered Representative.
	Provide five references of clients who use your defined contribution services, three of whom are Section 457(b) plans with more than 1,000 eligible employees. Include a contact name, title and telephone number, the nature of the services provided and the number of participants and amount of assets served.	**Participant and asset data is provided as of March 31, 2012: City of Scottsdale , AZ Mr. Ken Nemec, Benefits Manager, (480)312-7803, 401 and 457 plan administration services, 2,141 participants, $86 million in assets under administration. City of Peoria, AZ Ms. Nancy Fantasia, Benefits Manager, (623)773-7554, 401 and 457 plan administration services, 1,597 participants, $48 million in assets under administration. City of Tucson, AZ Mr. Michael Hermanson, Retirement Manager, (520)837-4306, 401 and 457 plan administration services, 4,200 participants, $210 million in assets under administration. City of Bullhead City, AZ Ms. Kristy Brusso, Human Resources, (928)763-9400, 401 and 457 plan administration services, 495 participants, $23 million in assets under administration. City of Albuquerque, NM Mr. Mark Saiz, Human Resource Manager, 505 768 2927, 401 and 457 plan administration services, 2,225 participants, $63 million in assets under administration.**
	In addition, please provide the same information for two 457(b) plan clients of similar size who have terminated their relationship with your company in the last two to three years.	**City of Mesa, AZ Mr. Ed Archibald, Plan Coordinator, (480) 644-3102, 401 and 457 plan administration services, 717 participants, $14 million in assets under administration. Plan transitioned 7/2008. City of Largo, FL Mr. Kim Adams, Director of Management Services, (727) 587-6747, 401 and 457 plan administration services, 560 participants, $14 million in assets under administration. Plan transitioned 6/2009.**
16	The selected vendor will be required to provide proof of Professional Errors and Omissions Liability Insurance. Please provide proof of such coverage, along with a description of the limit of liability, the name of the insurance provider, the effective date of coverage, and the coverage provided.	ICMA-RC carries the following key insurance to protect against loss to participants and beneficiaries from negligence, misadministration and other insured perils: Insurance: Fidelity Bond Carrier: Great American Insurance Company / Berkley Regional Insurance Company Deductible: $250,000 Limit: Up to $50 million limit per claim and subject to a $50 million aggregate limit. Insurance: Professional Liability Carrier: CHUBB Federal Insurance Company / Travelers St. Paul Fire & Marine Insurance Company / Arch Insurance Co. Deductible: $1,000,000 Limit: Up to $25 million limit per claim and subject to a $25 million aggregate limit. NOTE: We have been advised by our risk management broker, Marsh USA Inc., that ICMA-RC's existing $25 million Professional Liability Insurance and $50 million Fidelity Bond compares favorably to institutions of our size, risk profile, and experience

17	**Please list and give a brief description of any litigation (pending or resolved) initiated against your company (or any related companies whose services are included in your response to this RFP) during the past five calendar years (dating back to 01/01/2007) in the retirement plans area. If resolved, please describe the nature of the resolution.**	**In its capacity as a third-party administrator, ICMA-RC has been named as a defendant or co-defendant with the plan sponsor in benefit claims litigation brought by plan participants or putative beneficiaries (e.g., a benefit claims dispute brought by the widow of a deceased participant) seeking determinations regarding those parties' entitlement to benefits. However, the nature and quality of ICMA-RC's administrative and recordkeeping services have never been at issue in any such claims.**
18	Please disclose your credit rating as reported by any one or all of the following:	As a non-profit, non-stock corporation, ICMA-RC is not rated by rating agencies.
	Moody's	N/A
	A.M. Best	N/A
	Standard & Poor's	N/A
	Fitch	N/A
	In addition, please denote any changes (if any) to your credit rating over the past three calendar years (dating back to 01/01/2009).	N/A
19	**What fiduciary responsibility does your organization assume?**	**To the extent it is determined that ICMA-RC exercises discretion in regards to the administrative services or plan related products made available to the City, ICMA-RC accepts fiduciary responsibility for those activities and related products.**
20	Indicate with an X which communication materials and services you provide via paper or electronically. Also mark an X if you will modify them for the client.	
		Standard - Paper
	Enrollment forms	X
	Plan highlights	X
	Fund descriptions	
	Announcement letter	X
	Video	
	Slide presentation	
	Retirement calculator	
	Investor education	X
	Modeling software	X (electronic software)
	Fund prospectuses	X
	Performance updates	X
	Newsletter	X
	Articles	X
	Posters	Not Available
	Payroll stuffers	Not Available
	Quarterly participant statements of account	X
	Voice Response System (VRS) menu map	
	Employee investment seminars	
	Committee investment presentations	X
	Quarterly management meetings	
	Meeting leader training	X
	Other:	
		Standard - Electronic
	Enrollment forms	X
	Plan highlights	X
	Fund descriptions	X
	Announcement letter	
	Video	X
	Slide presentation	X
	Retirement calculator	X
	Investor education	X
	Modeling software	X
	Fund prospectuses	X
	Performance updates	X
	Newsletter	X
	Articles	X
	Posters	X
	Payroll stuffers	X
	Quarterly participant statements of account	X
	Voice Response System (VRS) menu map	X
	Employee investment seminars	X
	Committee investment presentations	X
	Quarterly management meetings	X
	Meeting leader training	X
	Other:	X
		Modified (company name and logo)
	Enrollment forms	Not Available
	Plan highlights	Not Available
	Fund descriptions	Not Available
	Announcement letter	X
	Video	Not Available
	Slide presentation	X
	Retirement calculator	Not Available
	Investor education	Not Available
	Modeling software	Not Available
	Fund prospectuses	Not Available
	Performance updates	Not Available
	Newsletter	Not Available
	Articles	Not Available
	Posters	X
	Payroll stuffers	X
	Quarterly participant statements of account	X*
	Voice Response System (VRS) menu map	*The participant quarterly statement can include the City's logo. At the City's option the ICMA-RC logo can appear as well or it can be excluded. The Plan Name, i.e. 'City of Chandler' will appear on the statement as well.
	Employee investment seminars	Not Available
	Committee investment presentations	X
	Quarterly management meetings	X

	Meeting leader training	X
	Other:	X
21	**Describe any seminars or counseling you provide to participants on:**	
	a. Investments	**Your ICMA-RC representative, Randall Neis, conducts educational seminars to enhance the investment knowledge of your employees. Employees with minimal or basic knowledge of investing for their retirement are the target audience. During the seminars, Mr. Neis reviews plan investment options and walks investors through key principles of investment strategy. The investments seminars include:** **□ Investing for Retirement** **□ Invest Smart in Volatile Markets** **□ Generating Income in Retirement: Introducing the IncomeAdvantage Fund**
	b. Retirement	**The following ICMA-RC core presentations are offered to help employees build retirement security. The presentations provide a wide scope of topics and are meant to provide financial education in a straightforward, simple and convenient manner.** **The core retirement planning seminars available from ICMA-RC's Retirement Plans Specialist are:** **□ Am I On the Right Track for Retirement?** **□ Charting Your Course: Saving towards Your Retirement Dreams** **□ I am Nearing Retirement. Now What? Managing Your ICMA-RC Retirement Accounts** **□ Why a Roth IRA?**
	c. Financial planning	**The following financial planning seminars will be available from Tom Axline, your ICMA-RC CERTIFIED FINANCIAL PLANNER™ professional.** **□ Are You Ready for Retirement?** **□ Protecting Your Savings** **□ Women and Financial Planning** **□ Ready, Set, Save – for Financial Independence** **□ Social Security Planning – with a Public Sector Focus** **□ Investing for a Lifetime Workshop** **□ Estate Planning for Everyone** **□ Credit and Debt: Minimizing Your Costs and Maximizing Your Benefits** **□ Thinking about Long-Term Care**
	d. Other financial topics	**The following seminars, available from Tom Axline, provide participants with information on other financial topics of interest:** **□ Planning for Retiree Healthcare** **□ College Smarts: Funding a College Education** **□ Managing Your Money Workshop** **□ Preparing for Employment Uncertainty** **□ Beneficiary Designations for Retirement Accounts**
22	Does your firm provide enrollment representatives to meet with employees at participant enrollment meetings at each location? If not, what criteria are used to determine which sites will be visited? Please provide an overview of the training provided to enrollment representatives.	Your local ICMA-RC representative, Randall Neis, is available to meet with employees at the six City office locations and the City Hall. He will work with the City to develop a meeting schedule that can accommodate the needs of employees. Training All staff receives 45 hours of classroom training. This program includes discussions of public sector plans, regulatory provisions of various types of retirement plans, ICMA-RC product characteristics, and plan features (contributions, withdrawals, transfers, taxes, penalties, etc.). In addition to this classroom training, each new associate is involved in extensive self-study and on-the-job training. This is supported by online tutorials, and exams, and a comprehensive training manual. Ongoing performance support is provided by a comprehensive online help system and a bulletin board for frequent updates. On-the-job training and coaching is customized to the particular responsibilities of the associate. This on-the-job training consists of extensive supervision and monitoring during their first three months of employment and working side-by-side with experienced colleagues. Retirement Plans Specialists receive additional customized training regarding the clients they serve. This includes two weeks of additional training to learn the features of our services and the specific requirements of the large plans they serve. ICMA-RC utilizes role-play exercises to augment classroom learning. These exercises involve the associate being given a scenario involving a participant, and the associate describing how they would assist the participant with a solution. On an ongoing basis, Retirement Plans Specialists attend quarterly training programs that include intensive product and systems training, and group breakout sessions to discuss client issues and solutions. The purpose of these sessions is to provide continuous education for our on-site professionals and to provide an interactive communication between our representatives and management on issues raised by employers and participants. In addition to individual tutoring, ICMA-RC's on-site representatives receive group and individual presentation skills training. These sessions are generally conducted by outside industry experts. Headquarters associates have access to training online and group seminars on topics of particular import to their specific jobs.
	Do you require enrollment representatives to have a minimum level of education?	Education: Retirement Plans Specialists are required to have a Bachelor's degree or equivalent work experience
	Do you require that enrollment representatives be licensed?	Licenses: Local, on-site Retirement Plans Specialists and Investor Services Representatives, who staff the call center, maintain FINRA Series 6 and 63 licenses. All ICMA-RC associates are required to successfully complete their licensing requirement before communicating with participants.
	What is the average experience level of your enrollment representatives?	Experience: The average experience level of ICMA-RC's Retirement Plans Specialists is 9 years
23	**Does your firm contract with a third party to provide investment advisory services directly to participants?**	**Yes. ICMA-RC's Guided Pathways® suite of investment advisory services combines the expertise of ICMA-RC with the state-of-the-art planning and investment analytics powered by Ibbotson Associates, a leading provider of retirement advice and asset allocation strategies. Ibbotson is a federally registered investment advisor and a wholly owned subsidiary of Morningstar Inc., a leading world-wide provider of independent investment research committed to helping investors reach their financial goals.**

	If so, please include the name of the firm and an outline of the services provided.	ICMA-RC offers a comprehensive suite of investment advisory and planning services through our Guided Pathways®* program, powered by Ibbotson Associates, providing the appropriate level of assistance to your employees based on how involved they want to be in their retirement investing decisions. Employees have access to Guided Pathways® over the telephone through a dedicated and credentialed team or directly through our website. Guided Pathways® Services Guided Pathways® begins with a personalized retirement savings plan that provides employees with a wealth forecast developed from their individual information. Based on this wealth forecast, employees receive a savings rate recommendation and can see how changing certain factors impact their chances of reaching their retirement goals. Building on the retirement savings plan, Guided Pathways® provides three levels of service that enables your employees to choose the level of investment advice and account management that best meets their needs and preferences: □ Asset Allocation Guidance – Asset Allocation Guidance provides employees with a recommendation on how to divide their retirement plan assets among the different asset classes available in your plan. However, employees remain responsible for selecting the actual funds to fill the recommended asset classes. □ Fund Advice – Fund Advice provides employees with a "point-in-time" fund specific investment portfolio recommendation from the funds available within your plan. Employees remain responsible for monitoring their account and initiating any investment changes.
		□ Managed Accounts – Offers a higher level of service than asset allocation guidance or fund advice. Employees benefit from ongoing discretionary professional management of their retirement accounts, with the objective of helping them reach their retirement goals. At any time, employees may elect to opt out of Managed Accounts and go back to managing their own accounts. Managed Accounts provides an individually designed portfolio based on the employee's goals and savings capacity. Although only retirement plan assets will be managed, other assets or sources of retirement income (i.e., spousal assets, defined benefit pensions, retail brokerage accounts, etc.) can be considered for the purpose of determining the appropriate allocation for the retirement plan account. Portfolios are constructed from the investment options available in the plan. On an ongoing basis, ICMA-RC assumes the discretionary management of the employee's retirement plans investments. We will reallocate the account among available plan investments as the employee ages and as his financial or personal situation or retirement objectives change. ICMA-RC will rebalance the account quarterly to provide consistent investment allocations and will contact employees annually to inform them of their account status and obtain updated information that may impact their retirement investing goals and the allocation of their investment assets. * Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
24	Please clarify expectations during the transition year regarding number of employee meetings and communication materials.	If ICMA-RC is selected to continue administering the plans, then no transition will be necessary and your ICMA-RC representative will continue to provide monthly employee meetings and communication materials.
25	Do you provide quarterly participant statements? How soon after the end of a quarter do participants receive statements? Do you have the ability to provide electronic (paperless) statements?	Yes. We provide quarterly statements to participants, which are mailed within 10 business days of the end of the quarter. Participants can elect to receive their quarterly statements electronically through our online service called eDelivery, which enables participants to view, print, and download quarterly account statements. Participants in the part-time plan will receive annual statements.
26	Do you have an investment education newsletter available for employees? Please enclose two samples.	ICMA-RC provides participants with a quarterly newsletter. Our quarterly participant newsletter discusses investment performance, market trends, new plan features and services, regulatory developments, and other issues. Two samples of the Quarterly News have been included in the Appendix.
27	Describe in general terms and provide examples of how your system processes contributions. Are confirmations of rollover contributions sent?	Contributions received in good order by 2:00 p.m. Mountain Time are included in that day's reconciliation, executed that night at close of business share prices, and posted to participants' accounts. Contributions received in good order after 2:00 p.m. Mountain Time or on weekends and holidays are included in the next business day's reconciliation. ICMA-RC provides confirmation for rollovers.
28	What is the timing for when participant records are updated and when funds are invested following the receipt of contributions?	Participants may instruct ICMA-RC to execute investment transfers over our website, via our voice response system, or through our Investor Services Representatives. The following process is used to implement fund transfers: All participant transfer instructions received in good order by 2:00 p.m. Mountain Time, are included in that day's reconciliation and posted to participant accounts at the price as of the close of business. Transactions received after 2:00 p.m. Mountain Time or on weekends and holidays are included in the next business day's reconciliation and are posted to participant accounts at that day's close of business share price. - Fund NAVs are received from each investment provider by 4:30 p.m. Mountain Time each evening. - All activity is aggregated and a buy and sell is made with each investment option. - We receive confirmations of wires sent to investment companies. - We transmit trade information for the funds before 6:00 a.m. Mountain Time. - We initiate cash transfers to finalize daily transactions with each investment fund by 7:30 a.m. Mountain Time at the prior business day's close of business price.
29	Describe how you handle the administrative review of Hardship Withdrawal requests.	ICMA-RC works closely with the employer to minimize its work related to emergency withdrawals. To assist the employer in the qualification process, we can review such requests and provide them with a recommendation regarding their conformance with the plan document and Internal Revenue Code. We also are prepared to discuss the City's needs in this area, specifically if the preference is for ICMA-RC to determine approval or denial of the request.
30	Describe how you handle the administrative review of New Loan requests.	A participant can request a loan through the Call Center or via Account Access. Our systems automatically calculate the loan amount that is available based upon IRS and plan rules. All edits are done through the system to ensure that we are abiding by plan and IRS regulations.
31	Describe in detail how your system processes:	
	a. hardship distributions	Upon receipt of signed and approved emergency withdrawal applications, ICMA-RC will process the transaction as a redemption on the record keeping system, which is included as part of the daily net purchase or sale with each investment manager. Approvals received by 2:00 p.m. Mountain Time are paid in two business days
	b. lump-sum distributions	ICMA-RC will issue checks on the following schedule: - ICMA-RC receives disbursement instructions by employer-approved form or authorization from the Employer by the submittal of the termination date through EZLink. We can mail withdrawal packages to retiring employees. Lump sum requests for immediate payment received by 2:00 p.m. Mountain Time will be paid in two business days if all plan waiting periods have been met. - Requests for lump sum payments at a future date and periodic payments are initiated on one of four monthly schedules within the parameters of the employer's plan document. In addition, ICMA-RC offers online withdrawal services. Once the employer provides termination dates for participants, they can log onto Account Access to request disbursements. Requests received in good order before 2:00 p.m. Mountain Time are disbursed the following day.
	c. systematic payments/installments	Our system is programmed to automatically disburse systematic payments based on the participant's election from the available installment options.

	d. annuities	If participants wish to purchase an annuity, ICMA-RC's Income for Life program* offers a convenient, objective, and low-cost method to purchase annuities as a form of distribution from selected insurance companies. Based on information provided by the participant or beneficiary, a registered Investor Services Representative generates an individual annuity quote/benefit illustration. This information, along with an annuity enrollment kit, is mailed to the participant or beneficiary. Upon participant/beneficiary return of employer-approved enrollment forms, funds are wired to the annuity provider and a confirmation of the annuity purchase is mailed to the participant or beneficiary. The annuity provider then sends a welcome letter, customer service information and an annuity certificate to the participant or beneficiary. The annuity provider then begins making annuity payments to the participant at the agreed upon frequency. *Annuities are insurance products available through companies not affiliated with ICMA-RC. Please consult "Income for Life Annuity Program: Immediate Annuities for Retirement Income," prior to purchasing an annuity. 1-800-669-7400.
	e. rollovers to another plan or an IRA – are rollover checks sent to the participant or directly to the IRA provider?	ICMA-RC processes plan-to-plan transfers consistent with Federal laws and regulations. We verify the acceptability or qualification of the transfer or rollover at the plan level. Rollover payments are sent directly to the new provider.
	f. in-service transfers and rollovers into the plan	Rollovers from another plan are accepted at any time and are invested when both the participant's rollover form and money are received in good order.
	g. retroactive account adjustments	Our system calculates the appropriate adjustment for participant accounts by making a correction with the adjusted effective date entered into the system.
32	Describe in detail how your system processes required minimum distributions. Do you provide participants with guidance on determining the required minimum annual distribution and annual recomputations?	ICMA-RC calculates the required minimum distribution (RMD) for all participants over 70½ and separated from service to ensure that they receive their required minimum distribution. For participants already receiving RMD payments, we adjust their payments each year to satisfy their RMD. For participants who are receiving non-RMD payments, we review their accounts annually and adjust them, if necessary, to ensure they satisfy their RMD. For participants who are not receiving payments, we notify them to make a payment election. If no election is made, we distribute the RMD payment prior to the IRS deadline. We calculate the required minimum distribution each year using the life expectancy tables provided in the Internal Revenue Service Publication 590.
33	Describe in detail how your system processes transfers/exchanges (including frequency/limitations). Do you allow directed transfers by dollars or percentages, or reallocations according to a set of percentages? Can you provide both methods? Are confirmations sent?	Fund transfers and exchanges are processed daily. Transfers made be made either in terms of dollars or percentages and reallocations made by made by percentages. All participant instructions received in good order by 2:00 p.m. Mountain Time are included in that day's reconciliation and posted to the participants' accounts at the price as of the close of business. A confirmation letter is generated to the participant within two business days of the posting of the transaction. Fund Restrictions: With the philosophy that your employees should have maximum control over their retirement savings, we have designed our program to provide flexibility without the restrictions and fees sometimes imposed by other providers. The only restrictions are as follows: Redemption Fees: Many mutual funds have adopted policies and procedures designed to discourage frequent trading of fund shares. Funds may assess redemption fees for assets that have been invested for less than a period of time as defined in the fund prospectus. Participant-Level Restrictions: Due to restrictions from investment contract issuers and wrappers, direct transfers from the stable value VantageTrust PLUS Fund to competing funds or VantageBroker accounts are not permitted. Funds that are considered to be competing are fixed income funds with durations of three years or less or any certificate of deposit products. This includes money market and other low duration bond funds. Investors must transfer their money to a non-competing fund for 90 days (equity wash) before investing in a competing fund (this includes assets in the PLUS Fund shifted to co-providers, if applicable).
		Plan-Level Restrictions: ICMA-RC retains full discretion to release employer-initiated PLUS Fund withdrawals in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of (a) a replacement for ICMA-RC as administrator of the Employer's Plan, or (b) a replacement investment option for the PLUS Fund under the Employer's Plan. This restriction on employer withdrawals from the PLUS Fund does not apply to participant directed withdrawals from the Fund. Market Value Adjustments: ICMA-RC does not impose any financial market value adjustments or other financial penalties on withdrawals or transfers among funds or rollover of funds to another provider. Short-Term Trading Policy: A summary of ICMA-RC's Frequent Trading Policy is provided on the enclosed CD-ROM in the Appendix. Confirmations: Confirmations are mailed within two business days of posting for fund transfers and exchanges. For participants who opt to receive online confirmation statements, confirmations are available online the next business day after the transaction posted.
34	What methods of inter-fund transfers do you provide to participants (directed dollar amounts or reallocations to a set of percentages)? Can you provide both methods?	ICMA-RC's record keeping system can handle percentage reallocations.
35	Will your system allow for Roth contributions and Roth account maintenance?	Yes.
36	Does your system provide all required tax data for plan distributions? How are withheld taxes processed for payment? Are tax statements (state and federal) issued (1099-Rs)? When -- upon distribution or at year-end?	Our record keeping system processes disbursements daily, remits withholdings on a timely basis, and generates required Federal and state tax reports. ICMA-RC prepares and issues Form 1099R to participants before January 31 of the year following the reporting year. A tax report is produced and reviewed for accuracy by ICMA-RC, and ICMA-RC uses it to prepare withholding remittances and support the filing of quarterly and annual Federal/state tax reports. This report is also used to reconcile payments from our disbursement system to disbursements posted to our record keeping system, as well as to balance state withholdings. If a check must be voided, the gross disbursement amount is restored to the participant's account and ICMA-RC applies for a refund of taxes withheld.
37	Payroll information	
	a.) Does your company require data be sent in a specific format? If yes, describe and include a sample data layout.	Yes. Payroll data is sent electronically through EZLink, our Web-based employer administrative tool. EZLink allows the employer to download data directly from its payroll system into a record layout supplied by ICMA-RC (ASCII File). Employers with automated processing capability may submit payroll files to ICMA-RC using File Transfer Protocol (FTP). Files must be in the standard layout supplied by ICMA-RC and must be encrypted using PGP Corporation software to protect client data. ICMA-RC's system will automatically send the employer an email notification when the file is received. Contribution monies may be sent to ICMA-RC by wire or ACH to our designated bank. Contributions received in good order by 2:00 p.m. Mountain Time on a business day (i.e., when the NYSE is open) are included in that day's reconciliation and posted to participants' accounts at the price as of the close of business. A copy of our file layout is provided in the Appendix.

	b.) What types of devices can be used (tape, disk, modem transfer, etc.)?	Payroll data is sent via our encrypted plan sponsor website, EZLink, or through FTP.
	c.) What type of edits and error checks do you perform on the data? How would you work with the City of Chandler to resolve discrepancies?	Immediately upon receipt of the transmission from the employer, contribution data is run through a custom edit process identifying any data exceptions, including validation of the member's account. Defined checklists provide for manual verification of data, including confirmation of appropriate trade dates. Most errors are identified through daily edits that are run and viewed online several times a day. Prior to engaging our system's update cycle, ICMA-RC associates review edit reports, identify rejected and flagged transactions, and research and correct those transactions prior to nightly postings. Corrected transactions are run through the edit process before posting to ensure accuracy. Electronic edit processes also ensure that the payroll data reconciles to the cash deposit previously received for this batch of data. Reporting is generated from this process detailing any exceptions. Exceptions are brought to the plan sponsor's attention immediately for any employer payroll not reconciling to the previously received cash deposit and ICMA-RC works closely with the plan sponsor in resolving them. Exceptions are tracked until corrected. Additional daily edit/validation checks and post process reconciliations are performed to ensure accuracy by identifying the small number of errors missed through this process. The results of the posting process are reviewed and reconciled. Any exceptions are immediately researched and resolved.
38	d.) If there is an out-of-balance occurrence in payroll due to a contribution error for one participant (or a small subset of participants), will you process and invest the remaining contributions while the error is being reconciled?	Yes. As long as we receive authorization from the City to do so, we can post a partial amount to a specific list of participants and hold the remainder of the deposit in suspense for a short period (up to three days) until the City directs us to either invest the remainder and/or return monies to the City.
39	Describe your loan administration process in detail. Do you send notifications of default directly to participants? What level of involvement will be required by the City of Chandler?	Participants can request loans online or by applying over the telephone with an Investor Services Representative. They also can model loans online. When loans are initiated, ICMA-RC sends the check with loan acceptance language that is agreed to upon endorsement of the check. ICMA-RC provides an EZLink report to the employer's payroll department for payroll deduction repayments. Participants may determine the status of their loan repayment through our quarterly participant statements, which reflect the amount of the loan outstanding and the total loan repayments for the quarter (with principal and interest distinguished). They also can get up-to-date information on their loans from our Investor Services Representatives, our voice response system, or via the website. ICMA-RC sends notifications of default directly to participants with a copy to the employer.
40	Do you provide any testing and/or monitoring such as, ensuring that maximum contribution limits are satisfied, dollar limits on participants' elective deferrals aren't exceeded, and dollar limits on catch-up contributions are applied?	The record keeping system monitors elective deferral limits. A Contribution Limit Report is updated daily and available online via EZLink. The report lists participants who have contributed elective deferral amounts close to or in excess of the current deferral limit. The report also provides year-to-date contributions and the estimated amount remaining as well as identifying catch-up and age 50 eligible participants.
41	Describe the process by which your company disseminates information about legislative changes to your clients and incorporates these changes into your recordkeeping/administration system.	ICMA-RC provides information on potential changes to federal laws and regulations that could affect public sector retirement plans through the Washington Perspective feature on our plan sponsor website as well as in our monthly award-winning* Employer Bulletin. The Washington Perspective also provides an archive of federal activity by topic to facilitate easy access to evolving legislative and regulatory information, while the Employer Bulletin reports operational changes implemented as a result of legislative and regulatory activity. Additional activities include: ☐ Participation in industry group meetings regarding legislative/regulatory developments and their impact on public sector retirement plans. ☐ Discussions with U.S. government officials (through our outside counsel, industry groups, and directly) regarding issues that require additional guidance. ☐ Early and sustained education of ICMA-RC associates, plan sponsors and participants regarding significant legal and regulatory changes. ☐ Development of communications material incorporating new legal and regulatory provisions. ☐ Seminars and webinars on major legislative/regulatory changes for plan sponsors to provide details on those changes and guidance on how to implement them. ☐ Local seminars conducted by on-site Retirement Plans Specialists at both the employer and the participant level. ☐ Presentations at various public sector conferences, e.g., the National Association of Defined Contribution Plan Administrators (NAGDCA) and International City/County Management Association conferences.
		ICMA-RC utilizes OmniPlus, a state-of-the-art record keeping system developed by SunGard Corporation. SunGard continually provides releases to the software to ensure that the record keeping system remains in compliance with Federal laws and regulations. In addition, ICMA-RC peripheral systems that interact with OmniPlus are updated as necessary to maintain compliance with current laws and regulations. Plan provisions are built into the record keeping system and are housed in a plan resume. The core record keeping system and our proprietary peripheral systems all use the plan resume to supply information about the plan. In addition, participant transactions accessed and processed over the record keeping system adhere to the plan resume. Our Legal Division is responsible for ensuring that our service remains in compliance with all SEC and FINRA regulations. We conduct numerous tests to ensure compliance with plan and Internal Revenue Code provisions, including checks for participant adherence to minimum distribution requirements, fund transfer restrictions, and maximum contribution limits. *ICMA-RC's Employer Bulletin received a gold award in 2010 in the League of American Communications Professionals (LACP) Spotlight Awards competition. LACP serves as a forum to facilitate discussion of best practices with the public relations and communications fields and to recognize outstanding communications.
42	Please describe any new administrative programs or features that are in development.	Provided below are product/service enhancements we anticipate rolling out within the next 12 months: ☐ Electronic Delivery of Prospectus, and Shareholder Mailings ☐ Print-on-Demand including Variable Enrollment Kits and Fund Option Sheets ☐ Expanded participant alerts to include mobile texts ☐ Enhancement of the IRA online experience to include easy-to-navigate enrollment and funding process ☐ Redesign of Participant web site ☐ Auto Savings Escalation

43	Describe the hardware platform and software system you use to administer deferred compensation plans.	Hardware System Primary record keeping activities are processed on an IBM zSeries z890 mainframe in a Z/OS mainframe environment, and CICS as a transaction monitor. State-of-the art tape and disk storage units are attached to this processor, via high-speed optical data paths. Online access to the data is provided via a Novell NetWare, Windows 2000, and UNIX Local Area Network comprised of COMPAQ and SUN file servers, and more than 400 local PC workstations. Supplementing the mainframe applications, LAN-based systems deliver imaging and customized data entry, as well as inquiry and reporting functions. Operating System ICMA-RC's record keeping system, OmniPlus, operates in an OS/390 version 2.10 environment on an IBM 7060-H70 processor. OmniPlus was installed in 1998. This was an upgrade from the OmniPlan system, which was installed in 1993. Programs are written in COBOL and CICS. Our OmniPlus software has been extensively customized to meet the special requirements of public employers. Network Communications ICMA-RC operates a high-speed Gigabit-switched Ethernet network. Our network integrates IBM mainframe, Novell NetWare, and Microsoft Windows NT. ICMA-RC network infrastructure includes Cisco routers, access servers, and switches, which provide an end-to-end Ethernet-switched environment. Most users are running at 10BaseT or 100BaseT. Gigabit fiber riser cables connect the switches between floors. ICMA-RC's Internet connection is via multiple digital circuits to the Internet provided by redundant Internet Service Providers (ISP). Internet access is managed via a combination of screening routers and firewalls
	a. Do you own or lease a system? Please specify if an external package is being used.	ICMA-RC purchased its OmniPlus record keeping system from the SunGard Corporation. SunGard is an industry leader in providing integrated record keeping software. ICMA-RC owns the source code for the system and has full rights to customize the software as needed. ICMA-RC has a maintenance agreement with SunGard for updates to the software and manages the integration of the base SunGard functionality with customization that is needed for our processing environment and customers.
	b. How long have you been using your current system?	The OmniPlan system was installed in 1993. The OmniPlus system was installed in 1998. Our current production release of OmniPlus is version 5.90, which was installed first quarter 2011.
	c. Can your system be customized to meet client needs? If so, are there additional fees? What are they?	Our system can be customized to meet client needs. OmniPlus, our recordkeeping system has been customized in the past to meet features needed by all of our clients, such as when new regulatory requirements create the need for a new plan feature. We would be pleased to discuss if there are any features offered within your plan that are currently not on our core record keeping system and peripheral systems. There are no charges for plan changes from legislated or regulated changes, unless there are custom features in the plan that requires significant systems programming. In such case, an estimate would be provided.
	d. Please describe your system's back-up and data retention policies	ICMA-RC's commitment to maintaining the security and availability of all client data is of utmost importance and our recovery processes and resources reflect this commitment. All critical data, in all environments, is backed up daily to remote data storage facilities. Critical record keeping data on the mainframe is backed up three times each business day (twice at critical processing points, and again at the end of the processing day). Critical record keeping data on the LAN is replicated offsite periodically throughout the day. Our data backup and recovery software can either recover individual files, or reconstruct an entire disk volume from the latest backups. In addition, daily incremental backups of test and production data are created Monday through Thursday, and weekly backups of full production data are made every Friday. Daily and weekly backups are kept for 14 days, monthly backups are kept for 13 months. We have an Uninterruptible Power System (UPS) and a diesel generator to ensure uninterrupted processing if power fluctuation(s) or some other failure occurs. The computer center is an independent, state-of-the-art facility with its own climate-control and fire-suppression systems.
	e. Please describe your disaster recovery policy and procedures.	ICMA-RC has a thorough Disaster Recovery Plan that utilizes SunGard's Living Disaster Recovery Planning System (LDRPS). We utilize this system and our disaster recovery procedures through the implementation of routinely scheduled exercises. We are contracted for rigorous annual testing. Our LDRPS contains detailed disaster recovery plans for each department within our organization, providing clear and concise procedures for key individuals within each department to follow. This ensures that critical processes and access to customer systems will be available to our clients in the event of a disaster situation. The goal of our Disaster Recovery Plan is to be able to recover and resume business operations within 24 hours after a disaster declaration in response to an incident that impacts ability to process from ICMA-RC headquarters. In the event of a real disaster or emergency, ICMA-RC is well prepared with all essentials readily available to get our business up and running in the most efficient way; ultimately making the transition as seamless as possible. As part of our availability posture, high priority ICMA-RC customer systems available via the Internet are situated in a high availability collocation facility in Gaithersburg, Maryland. This provides an additional contingency level of Plan Sponsor and Participant availability in the event of disruption to systems at our headquarters facility. Additionally, Plan Sponsors and participants are protected during daily back-ups that are performed with processes developed with multi-layered security. ICMA-RC's commitment to maintaining the security and availability of all client data is of utmost importance and our recovery processes and resources reflect this commitment. All critical data, in all environments, is backed up daily to remote data storage facilities. Critical record keeping data on the mainframe is backed-up three times each business day, (twice at critical processing points, and again at the end of the processing day). Critical record keeping data on the LAN is replicated offsite periodically throughout the day. Our data backup and recovery software either can recover individual files, or reconstruct an entire disk volume from the latest backups. In addition, daily incremental backups of test and production data are created Monday through Thursday, and weekly backups of full production data are made every Friday. We have an Uninterruptible Power System (UPS) and a diesel generator on-site to ensure uninterrupted processing if power fluctuation(s) or some other failure occurs. The computer center is an independent, state-of-the-art facility with its own climate-control and fire-suppression systems.
		ICMA-RC's contracted data storage and disaster recovery facilities are certified to Federal (NARA and DoD) standards for physical security and to the most stringent industry standard for infrastructure resiliency. The facilities are part of a select group nationwide to have received certified design approval from the Uptime Institute at the Tier III level for resilience and concurrent maintainability. Our primary recovery site is located in Germantown, Maryland, a second backup recovery center is located locally in Gaithersburg, Maryland, with other sites available to us in the Northeast and Midwest in the event of a regional disaster. ICMA-RC's recovery network has been engineered to eliminate single points of failure and assure continuous, robust connectivity for client access at all times. The design features multiple, diversely routed communications links connecting ICMA-RC headquarters to the recovery servers at the remote recovery site.
44	Who has the ultimate responsibility/authority to make sure the recordkeeping system remains current with respect to laws, regulations, client needs, etc.?	ICMA-RC's Information and Technology department has the ultimate responsibility of ensuring the software remains current to laws, regulations and client needs. Both ICMA-RC and SunGard monitor regulatory changes, industry trends and customer needs and enhance the system as required.
45	Describe your system's maximum limits with regard to the following	
	Investment funds	We can record keep up to 400 investment funds and a maximum of 2,000 fund/source combinations per plan.
	Contribution sources	Our system can accommodate up to 36 contribution sources.

	Transfers	**ICMA-RC discourages short-term or excessive trading, often referred to as "market timing", in Fund shares and seek to restrict or reject such trading or take other action to prevent it when identified and judged by the Fund or its transfer agent to be potentially detrimental to the interests of the Fund and its shareholders. A summary of ICMA-RC's Frequent Trading Policy is provided in the Appendix.**
	Other	**N/A**
46	Describe your process for adding, deleting or replacing (swapping) investment options. How much lead time is required to make such changes? If non-alliance funds are involved, is additional lead time required?	The procedure for adding or removing a fund is as follows: □ The Employer notifies ICMA-RC of desire to make a change. □ ICMA-RC works with the Employer to select new investments option. □ ICMA-RC works with the Employer to announce the change to all participants. □ ICMA-RC implements the change. There are no charges for adding or changing investment funds on our platform. A list of our proprietary funds and funds in our mutual fund platform is provided on the enclosed Appendix CD-ROM. To provide timely communication with participants, fund changes are generally implemented in approximately 10 to 12 weeks. Additional lead time may be required to administer funds outside of our fund platform. Please note that ICMA-RC is not proposing open architecture for the retiree health savings (RHS) plan.
47	**Are internal controls of your recordkeeping system audited by an independent accounting firm on an annual or more frequent basis?**	**Annual basis.**
48	Please provide specifications for the transfer of contribution and indicative data (for data transferred to and from the City).	EZLink, our employer administrative tool, is an Internet-based service. No special software is required. Our site was written in server side Java to provide the best response and functionality available to our customers. ICMA-RC uses 128-bit encryption, the highest level of encryption available, to protect your data from exposure as it travels across the Internet. To connect to our Internet site, ICMA-RC requires the use of a 128-bit Secured Socket Layer (SSL)-compliant browser. An SSL-compliant browser uses encryption to transmit and receive data over the Internet. Thus, a participant's Account Access logon User ID, password, and account information does not traverse the Internet in clear, readable text. A valid SSL-compliant connection to our Internet site can be verified by the gold key on the bottom right of the Web browser screen. The following browsers are SSL-compliant: Microsoft Explorer 6.0 or higher, Mozilla Firefox.
49	**Describe the contribution interface and requirements.**	**Payroll data is sent electronically through EZLink, our Web-based employer administrative tool. EZLink allows the employer to download data directly from its payroll system into a record layout supplied by ICMA-RC (ASCII File).** **Employers with automated processing capability may submit payroll files to ICMA-RC using File Transfer Protocol (FTP). Files must be in the standard layout supplied by ICMA-RC and must be encrypted using PGP Corporation software to protect client data. ICMA-RC's system will automatically send the employer an email notification when the file is received.** **Contribution monies may be sent to ICMA-RC by wire or ACH to our designated bank. Contributions received in good order by 2:00 p.m. Mountain Time on a business day (i.e., when the NYSE is open) are included in that day's reconciliation and posted to participants' accounts at the price as of the close of business.**
50	Please describe your ability to handle paper enrollments.	We are able to handle paper enrollments in addition to our convenient methods of electronic enrollment. Enrollment forms mailed or faxed to us are imaged and data is recorded to establish participants' accounts.
51	**Please describe your ability to handle manual loan repayments.**	**Loans are repaid either through payroll deduction or direct debit. We have found through experience that loan defaults are higher in plans that offer direct debit, since participants do not always maintain enough funds in their checking account for repayment. Payroll deduction ensures timely payments.**
52	Please list and provide samples of participant and plan sponsor-level reports generated on a standard basis.	The City receives the following reports: □ Quarterly Employer Statements □ Contribution Remittance Confirmation □ Employer Bulletin □ Plan Service Report Participants receive the following standard material: □ Quarterly Statements □ Quarterly News Samples of the aforementioned reports have been included in the Appendix.
53	**What is the standard timeframe for providing each report/statement after the reporting period ends?**	**The standard timeframes for the plan sponsor reports are as follows:** **□ Quarterly Employer Statements are distributed electronically via EZLink within 10 business days after quarter end.** **□ Contribution Remittance Confirmation is available electronically via EZLink within one business day after receipt of funds, assuming that the funds received and the contribution detail reconcile.** **□ Employer Bulletin is distributed monthly via email.** **□ Plan Service Report will be presented at least annually.** **The standard timeframes for participants reports are:** **□ Quarterly Statements are available 12 days after quarter end.** **□ Quarterly News available 12 days after quarter end.**
54	Describe any customized or ad hoc reporting capabilities (participant and plan sponsor-level).	ICMA-RC makes available a wide range of custom reporting on the overall plan and on participant activity through Plan Analytics, available to the City via the EZLink system. We can also prepare customized hard copy reports upon request based on information retained by our system. Customized reports of reasonable quantity and complexity are provided at no extra cost. We will work with the City to meet customized or ad hoc reporting needs in a timely manner. In addition, our EZLink online plan administration tool offers flexible online reporting and download capabilities.
55	**Can the City of Chandler have real-time access (via Internet or direct connection) to participant account information, such as account balances, contributions, rollovers, etc.?**	**Yes, the City has access to the following participant account information:** **□ Participant Information Report: Indicative data and current balance for range of participants** **□ Participant Account Data: Instant access to address employee questions.** **□ Participant Quarterly Statements: Available through EZLink.** **□ Participant Contribution Overage/Catch-up: View, print or download a report listing participants who are maxing out their contributions or participating in catch-up.** **□ Participant website login activity** **□ Participant online Transaction counts**

56	Are there any other reporting capabilities you would recommend and produce for the City of Chandler (e.g., reports detailing number of participants invested in specific funds, loan defaults, etc.)?	Through our web-based employer administrative tool EZLink (www.icmarc.org), the City has an automated platform with broad and diverse reporting capabilities, as well as transmitting contributions, enrollments, employee changes, distribution requests, and other transactions. To meet the City's unique needs, the online report formats are highly flexible and data can be downloaded to an Excel spreadsheet file. The following is a sample of reports available: Fiduciary Oversight Reports ☐ Asset Allocation Report: Allocation of assets by fund or asset class for client-selected date range in table or graphic format. ☐ Transaction Reports: Contribution, disbursement and fund transfer reports by fund or asset class for client-selected date range in table or graphic format. ☐ Enrollment Report: Participant enrollments and departures from plan for a client-selected date range. ☐ Total Returns: Presented in the SEC "standardized" format. Administration Reports ☐ Participant Information Report: Indicative data and current balance for range of participants ☐ Address Report: Shows all valid and invalid addresses. ☐ Transaction Detail Report: Provides individual participant transactions for a specified period. ☐ Participant Account Data: Instant access to address employee questions. ☐ Plan-Level Quarterly Statement: Available through EZLink. ☐ Participant Quarterly Statements: Available through EZLink. ☐ Loan Reports: Loan check history, loans paid in full, loan repayment activity; loans processed for payroll deduction; new loan issuances, loan details, loan payoff, current loan balances, and pending loans.
		☐ Employee Changes Report: Provides a list of all changes that have been processed within a client-selected date range. ☐ Contribution Limit: View listing of year-to-date contributions for each participant to assist in monitoring IRS contribution limits. ☐ Deferral Information: View a listing of current deferral information/changes for individual participants. ☐ Participant Contribution Overage/Catch-up: View, print or download a report listing participants who are maxing out their contributions or participating in catch-up. ☐ Required Minimum Distribution: View a listing of participants that are greater than 70½ years of age in the testing year who are not terminated and had an account balance on the last day of the prior year. ☐ Exception Reports: View a listing of participants that had transactions reject via an enrollment or indicative change submitted electronically by the plan sponsor, have missing or inaccurate personal information or are missing a date of birth. ☐ Plan Usage Demographics: View various information such as average balance/contribution by age, participants in investment funds or default funds and the top funds based on the number of investors. ☐ Roll In and Roll Out & Incoming Rollovers by Date. View activity related to rollovers by client specified date range.
		Account Access Statistics ☐ Participant demographics ☐ Login activity ☐ Account demographics ☐ Transaction counts Daily Reports ☐ Plan balances by investment ☐ Plan level investment allocations ☐ Pie chart of investment allocations by age ☐ Daily share prices and performance ☐ Participant information, including account balance by investment, year-to-date contributions and contributions by a specified date range, allocation percentages, statements on demand, and indicative information. Transaction Implementation ☐ Contribution data transmittal ☐ Enrollments and rehires ☐ Changes to contribution deferral amounts ☐ Individual and aggregate indicative data updates ☐ Survivor updates ☐ Terminate participants ☐ Enrollment approval (for online self-enrollment process) ☐ Request and e-mail forms and publications
		Plan Analytics ☐ An array of reports designed to provide information on investment returns, plan balance and activity, plan participation and individual participant information. ☐ Functionality to allow users to view information in either a pre-set or custom date range (for select reports) format ☐ A filter option allowing users to select various investment and participant attributes when creating reports ☐ A PDF feature which allows users to view, print, and save single as well as multiple reports ☐ Formatting options to make reporting tasks quick and easy
57	**Do participant statements show the shares/units owned (as opposed to only the dollar value of assets)?**	**Our statements show both shares/units owned and the dollar value of assets.**
58	Is a voice response system (VRS) available for participant information/transactions? What are the standard hours of operation for the VRS?	Yes. Our Voice Response System is available 24 hours a day, 7 days a week, except for periods of routine maintenance which are typically scheduled between 2:00 a.m. and 10:00 am. Mountain Time on Sunday mornings.
59	**Can a participant elect to move from the VRS to a call center representative? If so, is the participant required to provide sign-on information a second time to the call center representative or does the participant's record appear automatically to the call center representative?**	**Yes. A participant can elect to move from the VRS to a call center representative at any time by pressing zero. The participant does not need to provide sign-in information again.**
60	What are your call center hours of operation?	ICMA-RC's Call Center is available between 6:30 a.m. and 7:00 p.m. Mountain Time on days that the New York Stock Exchange is open.
61	**Describe your call center dispute resolution policy. Are all calls recorded?**	**In such an event, Investor Services Representatives will discuss the issue by phone with the participant to identify if there is indeed a problem. If it cannot be resolved by phone, then the issue is escalated to the Client Solutions Group, who researches and, if necessary, adjusts the account, and communicates their findings to the participant. On the plan sponsor level, Employer Services Representatives have access to legal, compliance, administrative, and other corporate personnel to assist them with any advanced issues requiring resolution. All calls are recorded. Calls are stored digitally on a network and can be retrieved in as little as three minutes after the call.**

62	Provide details of your on-line web access for participants, including how on-line access is activated, security features, transactional and modeling capabilities, and a sample website login	Account Access provides participants with everything they need to monitor and manage their accounts in an easy to use intuitive format. This includes extensive inquiry at the individual plan level, consolidated across plans, and exports to Quicken or Excel. Participants can fully manage their accounts using the various investment transfer options, future allocation changes, loan modeling and requests, withdrawal requests, and personal information updates. Extensive information on the investments including profiles, daily share prices, investment performance, as well as, online investment advice and guidance are available to the participant. Various calculators for what if scenario analyses are available. Participants can also elect to receive their quarterly statements and trade confirmations online. A complete description of our participant website is provided in the Appendix. Our online participant account management tool, Account Access, can be accessed at www.icmarc.org using the demo user ID and password listed below: Participants – Account Access* - Web address: www.icmarc.org - User ID: TRBGGJNKB1 - Password: chand0529 - Answer to all security questions: TEST *This user ID and password will expire August 15, 2012. If the password has expired, please contact ICMA-RC to reset password. Please do not change the passwords, IDs, responses to security questions, or email addresses used to access these demonstration accounts. Doing so may disable the accounts.
63	**Please indicate with an X if you include the following features:**	**Voice**
	Participant enrollment	X
	Total account balance inquiries	X
	Account balance by source, including vesting	X
	Account balance by fund, including transferable amounts	X
	Contribution Rate Changes (flat dollar amounts)	X
	Contribution Rate Changes (by percent of pay)	X
	Investment Percentage Changes	X
	Investment transfers – reallocate by percentages	X
	Investment transfers – directed (specific $ amounts)	X
	PIN Replacement Letters	X
	Fund price information	X
	Fund performance information	X
	Status of current loans	X
	Loan modeling, including requesting paperwork	
	Withdrawal information, including requesting paperwork	
	Requesting fund prospectuses or fact sheets	X
		Internet
	Participant enrollment	X – if the City provides ICMA-RC with the eligible employees in an electronic file format provided by ICMA-RC
	On-line quarterly participant statements of account	X
	Total account balance inquiries	X
	Account balance by source, including vesting	X
	Account balance by fund, including transferable amounts	X
	Contribution Rate Changes (flat dollar amounts)	X
	Contribution Rate Changes (by percent of pay)	X
	Investment Percentage Changes	X
	Investment transfers – reallocate by percentages	X
	Investment transfers – directed (specific $ amounts)	X
	PIN Replacement Letters	X
	Fund price information	X
	Fund performance information	X
	Status of current loans	X
	Loan modeling, including requesting paperwork	X
	Withdrawal information, including requesting paperwork	X
	Requesting fund prospectuses or fact sheets	X
		Call Center
	Participant enrollment	X – if the City provides the eligible employees in an electronic file format provided by ICMA-RC
	Total account balance inquiries	X
	Account balance by source, including vesting	X
	Account balance by fund, including transferable amounts	X
	Contribution Rate Changes (flat dollar amounts)	X
	Contribution Rate Changes (by percent of pay)	X
	Investment Percentage Changes	X
	Investment transfers – reallocate by percentages	X
	Investment transfers – directed (specific $ amounts)	X
	PIN Replacement Letters	X
	Fund price information	X
	Fund performance information	X
	Status of current loans	X
	Loan modeling, including requesting paperwork	X
	Withdrawal information, including requesting paperwork	X
	Requesting fund prospectuses or fact sheets	X
64	Are there transactions that cannot be processed by phone? Internet?	All core transactions (enrollments, contribution allocations, contribution deferral changes, loans and fund transfers, can be accommodated through the VRS. Disbursements for participants who have separated from service can be done online. Hardship withdrawals and Qualified Domestic Relations Orders (QDROs) cannot be done by phone or the Internet.
65	**Will the City of Chandler be able to run ad hoc reports and access related management information from your website and/or through other means?**	**Yes. Most of the City's reporting can be handled through the variety of reports provided through EZLink (www.icmarc.org).**
66	Do you offer participants interactive investment selection and allocation tools via the Internet ("Guided Choice")?	Yes. ICMA-RC's Guided Pathways® suite of investment advisory services provides participants with the appropriate level of assistance based on how involved they want to be in their retirement investing decisions. Guided Pathways includes Asset Allocation Guidance, Fund Advice and Managed Accounts. More information on these services has been provided in response to Question 23.

	Do you offer a risk tolerance questionnaire?	The Guided Pathways services utilize the Human Capital approach as opposed to using only a participant's risk tolerance in determining the participant's course of action. The Human Capital utilized by Ibbotson allows them to analyze the participants' ability to save toward retirement, other sources of income available (e.g., Social Security and pension), as well as other assets the employee holds. Ibbotson then recommends a combination of portfolio, savings rate, and retirement age that achieves a reasonable probability of success for that participant. This approach also allows ICMA-RC to reflect changes to the participants' individual situation over time and therefore change the allocations accordingly. That is not to say that the Human Capital advice process ignores risk tolerance in the process. Risk tolerance questionnaires are designed to illustrate hypothetical outcomes to a user and gauge a participant's willingness to accept that outcome, when the ability to present these outcomes based on an employee's personal situation is not available. Using the Ibbotson simulation based forecasting, the results of these combinations (portfolio, savings rate and retirement age) are presented to the employee. Therefore, we are able to illustrate the potential outcomes based on a client's specific situation and not rely on hypothetical examples. The concept of an Alternate Scenario allows the employee to analyze the impact changes to the various components will have on their ability to retire. They are then allowed to evaluate the potential outcomes provided by the advice, make adjustments they feel are necessary based on their tolerance for risk, ability to save, and desired retirement age, and then see the impact these changes have on the forecasted incomes.
67	**For any proposed stable value investment option, please describe the strategy and provide a profile in terms of fixed-income sector allocations, duration, and the distribution of credit quality of the underlying assets.**	**ICMA-RC makes available a stable value commingled fund, i.e., the VantageTrust PLUS Fund (PLUS Fund) for the 457 plan. The PLUS Fund is a diversified and liquid fund created exclusively for public sector retirement plans. The PLUS Fund is one of the largest public sector commingled stable value portfolios in the nation, currently managing more than $10 Billion in assets, and is designed specifically for participants who seek stability of principal and a competitive crediting rate. The PLUS Fund is managed for VantageTrust by Karen Chong-Wulff, CFA, Vice President, ICMA-RC.** **The PLUS Fund invests in a diversified portfolio of investment contracts, liquidity vehicles, and bond portfolios that are wrapped by high-quality financial institutions to provide stable value. The PLUS Fund offers a single published portfolio crediting rate. The rate is updated monthly.** INVESTMENT OBJECTIVE **The PLUS Fund seeks to offer a competitive level of income consistent with providing capital preservation and meeting liquidity needs. The PLUS Fund seeks to achieve returns higher than those of money market funds and short-term bank rates over the long run. A key goal is to provide capital preservation by limiting the risk of loss of principal and delivering stable returns. Additionally, the PLUS Fund is designed to meet the liquidity needs of Plan participants that invest in the PLUS Fund.** INVESTMENT PHILOSOPHY **The PLUS Fund is structured to balance the multiple conflicting objectives between capital preservation (safety) and returns, stability and rate responsiveness, and liquidity for client needs. A flexible structure allows the PLUS Fund to respond to the most important objective at any time.**
		INVESTMENT APPROACH **The PLUS Fund is a tiered, diversified portfolio invested primarily in traditional and synthetic GICs comprised of fixed income assets managed by external investment managers wrapped by banks or insurance companies. An overview of the PLUS Fund structure is illustrated in the diagram below. Note that the allocation percentage to each tier is not drawn to scale. The liquidity tiers are composed of the first three tiers that provide primarily for liquidity needs and rate responsiveness. A cash buffer, invested in 2a-7 money market funds, provides for daily liquidity needs and rate responsiveness. The second tier reduces the impact on the market-to-book ratio of the PLUS Fund through investing in low duration synthetic GICs for liquidity needs beyond the cash buffer. The third tier contains a portfolio of laddered traditional GICs purchased on a relative basis providing consistent maturities for additional liquidity and for consistent reinvestment reasons. Traditional GICs also provide for another source of investment capacity, given today's environment of limited wrap capacity, and also provide a buffer to the overall volatility of the PLUS Fund's market-to-book ratio given that traditional GICs are held at book value. Structuring the PLUS Fund with liquidity tiers permits the fourth tier to be total return focused and enhance returns by investing in intermediate and core strategy synthetic GICs. Actively managing the duration of the PLUS Fund is achieved through rebalancing between the fourth and liquidity tiers; within the three liquidity tiers and each tier's allocation, as well as through the purchase of different GIC maturities within the traditional GIC portfolio.** **Safety and stability of the Fund is also of primary importance when investing for any of the four tiers within the Fund. Diversification of the PLUS Fund is multi-facet, obtained through credit quality minimums and diversification. There are credit quality limits by issuers (GICs and wrap providers) and by underlying issuers of securities backing the synthetic GICs the money market funds for the first tier cash buffer. Diversification is further provided by exclusively investing through the use of external managers and limits imposed per manager, and their corresponding underlying portfolio. The PLUS Fund seeks to invest with high quality external investment managers, GIC issuers, and wrap providers determined through due diligence and internal credit analysis for issuers and providers. The stability of the crediting rate is achieved through a combination of the low duration portfolios in the second tier, consistent reinvestments for the laddered traditional GIC portfolio and monitoring the underlying performance volatility of external investment managers for both the second and fourth tiers, and declaring a monthly crediting rate that is fixed for each month.**
		SECTOR ALLOCATIONS **The allocation of assets as of March 31, 2012 is as follows:** **Tier 1 – Cash Buffer 10.5%** **Tier 2 – Shorter-Duration Focus 2.8%** **Tier 3 – Laddered Maturity Focus 29.4%** **Tier 4 – Total Return Focus 57.3%** **Due to rounding, percentages shown may not add up to 100%.** DURATION **As of March 31, 2012, the average duration is 2.83.** DISTRIBUTION OF CREDIT QUALITY OF UNDERLYING ASSETS **As of March 31, 2012, the average credit quality of the PLUS Fund by investment grade is as follows:** MOODY'S* Tier 1 = Aaa Tier 2 = Aa2 Tier 3 = Aa3 Tier 4 = Aa2 Fund = Aa2*** STANDARD AND POOR'S**: Tier 1 = AAA Tier 2 = AA Tier 3 = AA- Tier 4 = AA Total = AA***

		*** Moody's Investors Service ("Moody's") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. Moody's is not affiliated with ICMA-RC. **Standard & Poor's ("S&P") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. S&P is not affiliated with ICMA-RC. ***"Weighted Average Credit Rating" is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio.**
	Please also note any limits of sector allocations, duration and credit quality exposures.	**The PLUS Fund's diversification target is to limit investments in traditional GIC issuers at 10%, synthetic GIC wrap providers at 20% for insurance companies, and synthetic GIC wrap providers at 15% for banks. Wrap providers must be rated at least A3/A- or above by Moody's/S&P at time of hire and issuers must be rated at least Aa3/A- or A3/AA- and above by Moody's/S&P at time of purchase. The minimum weighted average credit quality of the PLUS Fund's investments, at the Fund Level, under normal market conditions should be Aa3/AA- or above by Moody's/S&P, measured immediately after each purchase/deposit. The duration of the PLUS Fund ranges between 2.5 years and 4.0 years. Limits on sector allocations, duration, and credit quality exposures of individual securities backing Synthetic GICs are**
68	Please provide biographic information on the key decision makers responsible for managing the proposed stable value investment.	Biographic information for the following key decision makers responsible for managing the proposed stable value investment are included in the Appendix: INVESTMENT MANAGEMENT AND OVERSIGHT □ Wayne Wicker, CFA – Senior Vice President, Chief Investment Officer □ Julie H. Dellinger, CFA – Managing Vice President, Mutual Funds PORTFOLIO MANAGEMENT AND RESEARCH PERSONNEL □ Karen Chong-Wulff, CFA – Vice President, Fixed Income □ Garth Talbert, CFA – Fund Manager □ Xin Zhou, CFA – Fund Manager □ Kaylon McInelly, CFA – Fund Manager □ Sylvia Bargas, CFA – Fund Manager □ Nancy Parkes – Senior Analyst □ Daniel Kohler, CFA – Vice President, Product Management & Development □ Joel Gross – Senior Manager, Credit Research
69	**Please provide three, five and ten-year performance history for the proposed stable value investment on both a book value basis and on a market value basis.**	**Stable value funds are reported at book value so market value performance is not applicable. All returns quoted are actual net returns to plan participants. 1 year = 2.81% 3 years = 3.16% 5 years = 3.74% 10 years = 4.06%**
70	Please provide information on any wrap contracts associated with the proposed stable value investment, including wrap cost, wrap issuer, and wrap issuer credit ratings. Please also provide a discussion as to whether each wrap contract applies to the entire amount of assets in the fund (i.e., if there are multiple wrap contract issuers and one issuer has a problem, what happens?).	The information provided below is for the PLUS Fund as of March 31, 2012: WRAP ISSUER, MOODY'S*/S&P** CURRENT RATING New York Life Aaa/AA+ Bank of America, A2/A Monumental Life Insurance Co., A1/AA- Pacific Life Insurance Co., A1/A+ Prudential Insurance Co., A2/AA- Aviva Life & Annuity Co., A1/A+ WRAP COST As of March 31, 2012, the average wrap cost has ranged from approximately 0.20% to 0.25%, which is the market rate. The PLUS Fund uses experience-rated wrap contracts for the synthetic GICs in the second and fourth tiers of the Fund. The PLUS Fund converted from a global wrap structure to separate wraps so as to avoid having to accept the least favorable terms across all wrap contracts under a global wrap structure. Instead, ICMA-RC "matches up" a certain wrap provider and accompanying contract terms with the manager that is expected to perform in spite of the wrap constraints. In lieu of step up provisions under a global wrap, the Fund has secured adequate wrap capacity. * Moody's Investors Service ("Moody's") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. Moody's is not affiliated with ICMA-RC. **Standard & Poor's ("S&P") is a global credit rating, research and risk analysis firm, which publishes credit opinions, research, and ratings on fixed-income securities, issuers of securities and other credit obligations. S&P is not affiliated with ICMA-RC.
71	**Please provide detailed information on the terms for termination with respect to any proposed stable value funds. Is there a "12 month put?"**	**ICMA-RC retains full discretion to release employer-initiated PLUS Fund withdrawals in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of (a) a replacement for ICMA-RC as administrator of the Employer's Plan, or (b) a replacement investment option for the PLUS Fund under the Employer's Plan. This restriction on employer withdrawals from the PLUS Fund does not apply to participant directed withdrawals from the Fund.**
72	Please describe any competing fund or equity wash provisions for any proposed stable value investment.	Due to restrictions from financial wrap contract issuers, direct transfers from the VantageTrust PLUS Fund to self-directed brokerage accounts or other competing funds are not permitted. Funds considered to be competing include, but are not limited to, short-term fixed income funds, money market funds, certificate of deposit products, or other stable value products. Investors must transfer their money to a non-competing fund for 90 days (equity wash) before investing in a competing fund. Whether or not a particular fund is a competing fund will be determined, at the sole discretion of ICMA-RC, on a fund-by-fund basis. ICMA-RC currently applies a 90-day equity wash restriction on the VantageTrust PLUS Fund. This functionality would be applied should the Employer choose to offer the PLUS Fund or could be used to implement a 90-day equity wash for another fund. Our trading system automatically prevents assets from transferring into a competing option during the 90-day period. It tracks the dollar amounts and dates of all trades, ensuring that money is not transferred into the competing option for 90 days. As an example, if a participant has funds invested in the stable value fund on day 1, transfers to a growth fund on day three, and then transfers from the growth fund to the competing option on day four, the system will only allow the dollars that were in the growth fund originally to be transferred. In other words, the system ensures that the funds cannot move into the competing fund for a 90-day period, even if the funds were transferred to other funds in the interim.
	Please also note that the plan currently contains both a stable value investment and a money market fund. Would you be able to accommodate this structure?	Yes, we would be able to accommodate this structure.

73	How are management fees disclosed to plan participants?	Fees that are deducted directly from participant accounts, such as loan fees, currently are summarized on the quarterly statement and are also available in detail via the participant website, Account Access. Detailed disclosures of these fees will be provided on participant statements in 2012. Fund expenses are disclosed online and in the fund prospectus. For VantageTrust Funds this disclosure is made in Making Sound Investment Decisions: A Retirement Investment Guide, which is enclosed in the Appendix. Additionally, participants will have access to our fee slide rule called "Lower Fees Really Make Cents" which details the benefits of a lower administrative fee on long-term savings. This slide has won a "Best in Show" award1 from the Insurance Financial Communicators Association in 2007. ICMA-RC is preparing enhancements to fee disclosures to help participants better understand fees associated with their retirement plan in order to facilitate informed investment decisions. Planned enhancements in 2012 for participants include: □ Itemized disclosure on participant statements of fees deducted directly from participant accounts. □ Provision of fee disclosures to new participants at enrollment. □ Access to an annual fee disclosure online and upon request in hard copy. □ Access to a guide designed to assist participants in understanding fee disclosures. A more detailed review of 2012 fee disclosure enhancements is provided in the Appendix. 1 The Insurance and Financial Communicators Association Awards look for the very best communications materials produced by firms in the insurance and financial services field - as well as affiliated associations. These awards recognize the best in marketing and communications creativity, design and writing.
	Are you prepared to provide fee disclosures to participants using the proposed DOL format?	Yes.
74	Through what method and how often will investment performance results be communicated to the plan sponsor?	ICMA-RC will provide a quarterly investment review online and will deliver the report onsite at least annually (and more frequently if desired). This report, which is a component of our Annual Plan Review, provides the following information in support of investment due diligence: □ Economic and market review □ Summary of funds made available by plan □ Fund, benchmark and peer returns, Morningstar ratings, and comparisons of fund performance vs. Morningstar peers □ Lists of funds making alert and concern lists based on quantitative criteria An ICMA-RC investment professional will be available to meet with the City on-site annually and by phone quarterly to review this report with the City and address questions it may have regarding the plan's fund line-up. Please see the sample Plan Service Report in the Appendix.
	Do you offer a "brokerage option" or mutual fund window for participants to access investments outside of the Plans' core fund options? If so, please describe the program and the cost to participants, including set-up costs and annual fees. Please note that the plan currently does not contain a brokerage option.	Yes, a brokerage option is offered for the 457 plan. VantageBroker Self-directed Brokerage Service1 ICMA-RC works with TD Ameritrade, member FINRA/SIPC, to provide our VantageBroker self-directed brokerage program. ICMA-RC provides plan administration and access to TD Ameritrade. TD Ameritrade provides brokerage services, maintains records of holdings and activity in the brokerage program, and sends brokerage statements to participants using the service. These two entities are not affiliated. Through our self-directed VantageBroker service, ICMA-RC offers participants seeking greater investment flexibility access to a brokerage window. VantageBroker is ideal for investors who want to personalize their retirement portfolio by using funds not included as part of the fund line-up offered by their employer. ICMA-RC's VantageBroker program gives participants access to more than 13,000 mutual funds, including over 5,000 name-brand funds. Fees Please note that plans must have a minimum of $10 million in plan assets to be eligible for VantageBroker. ICMA-RC Charges ICMA-RC receives a one-time $50 setup fee when a participant's VantageBroker account is established. The fee is deducted directly from the participant's core account at ICMA-RC. There is no annual maintenance fee. TD Ameritrade Fees/Charges2 Please note: Plans may restrict certain investments and not all commissions shown may be applicable. For a complete list of fees and charges, please refer to the TD Ameritrade Commissions and Service Fees document included in the Appendix. In the event that TD Ameritrade were to change their fees, the new fee schedule would be utilized.
		Mutual Funds FUND TYPE PRICE No Load $25 Load No Fee* NTF No Fee Only no-transaction-fee (NTF) funds (except ProFunds and Rydex) and load-waived A shares held 90 days or less will be subject to a short-term redemption fee, which will be a flat fee of $49.99. This fee is in addition to any fees addressed in the fund's prospectus. *The fund family will charge fees as detailed in the fund prospectus. Fixed Income3 Bonds – All buy orders for bonds are subject to a five-bond ($5,000 par value) minimum. CDs – Online CD buy orders are subject to a two-CD ($2,000 par value) minimum. Stocks and ETFs4 TRADE UNLIMITED SHARES PRICE Commission-free ETFs** No commission Internet Orders $9.99 Voice Response System Orders $14.99 Broker-assisted orders $24.99 **ETFs eligible for commission-free trading must be held at least 30 days. If an eligible ETF is sold within the 30-day hold period, a short-term trading fee will apply. Options Options are $9.99 plus $0.75 per contract.

		1 Brokerage services are provided by TD Ameritrade, Inc. a registered broker-dealer and member of FINRA/SIPC/NFA. ICMA-RC and TD Ameritrade are separate, unaffiliated companies and not responsible for each other's services or policies. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and the Toronto-Dominion Bank. Used with permission. 2 TD Ameritrade receives remuneration from fund companies participating in its no-load, no-transaction-fee program for recordkeeping and shareholders services, and other administrative services. The amount of remuneration for these services is based in part on the amount of investments in such funds by TD Ameritrade clients. No-transaction-fee funds have other fees and expenses that apply to a continued investment in the fund and are described in the prospectus. Investors should carefully consider the investment objectives, risks, charges, and expenses of any mutual fund or ETFs before investing. Other fees and expenses do apply to a continued investment in the funds. Fund families may impose redemption fees in addition to the fees described above. To obtain a prospectus which contains this and other important information, please visit www.tdameritraderetirement.com or call a TD Ameritrade representative at 866-766-4015. Please read the prospectus carefully before investing. 3 TD Ameritrade may act as a principal on any fixed-income transaction. When acting as principal, TD Ameritrade will add a markup to any purchase, and subtract a markdown from every sale. This markup or markdown will be included in the price quoted to investors. 4 Orders executed in multiple lots on the same trading day will be charged a single commission. When an order is partially executed over multiple trading days, the order is subject to a separate commission charge for each trading day. 5Option Exercises and assignments will incur a $19.99 commission. Options involve risks and are not suitable for all investors. On a Self-Directed Brokerage Account (SDBA), options trading level is dependent on Plan approval. To apply for options trading privileges, please complete the TD Ameritrade Plan Participant and Plan Trustee Account Upgrade Form. Some accounts, such as options-approved accounts, are required to receive monthly statements either electronically (free) or via U.S. mail.
76	Can you provide outside mutual funds through trading alliances or partnerships? If so, please provide a list of alliance funds that will be available. If possible, please organize this list by Morningstar category.	Yes. ICMA-RC's mutual fund platform currently includes several thousand funds in more than 100 fund families. If the plan sponsor wishes to include a fund for its plan that is not currently on our platform, we can work to determine whether the fund could be added to the platform. There may be an impact on our fees by adding funds not currently on our platform. The names, tickers and Morningstar category of funds on ICMA-RC's open architecture platform are provided in the Appendix. ICMA-RC will provide information on fund availability, minimum investment requirements, expense ratios, and revenue for funds of specific interest to the plan sponsor or their consultant. Please note that ICMA-RC is not proposing open architecture for the RHS plan.
77	Are there any requirements concerning how many proprietary funds vs. alliance funds vs. funds totally outside your alliance that we may include in the Plan? Please describe in detail, including fee implications. Would the City of Chandler be able to replace fund options so long as the replacement fund provides a similar amount of revenue sharing?	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced. Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.
78	How does the use of proprietary and/or alliance funds affect your fees?	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced. Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.
79	How does the use of funds that are outside your investment program (proprietary/alliance) affect your fees?	ICMA-RC's fee proposal is based on the plan sponsor making available to plan participants the VantageTrust PLUS Fund as the sole stable value fund administered by ICMA-RC. We are prepared to provide an alternate fee proposal should it be determined that the PLUS Fund will be replaced. Other than this PLUS Fund requirement, ICMA-RC provides open architecture for the 457 plan and there would be no impact on our fees for use of any registered mutual funds. ICMA-RC's fee proposal for RHS services is based upon utilization of the indicated RHS fund lineup.

Item		Agree (mark with 'X')	Disagree (mark with 'X')	Agree with the Deviation noted below (provide explanation)
A.	The Initial fees and contract terms shall be guaranteed at minimum effective January 1, 2013 through December 31, 2015.	X		
B.	The initial contract term shall be awarded for three years with the option to renew for two additional three-year periods.	X		
C.	The Contractor shall provide administrative and trust services for the 457 Plan, including the following:			
	1. Monthly on-line enrollments and new participant account setups on a secure website	X		
	2. Bi-Weekly and monthly contribution, loan repayment and participant indicative data update files from the City	X		
	3. Bi-Weekly contribution changes and loan repayment data (new loan starts and repayment stops) to the City	X		
	4. Daily account valuation and transaction processing	X		
	5. Roth 401(k) contributions and account maintenance	X		
	6. Catch-up contributions and administration of Catch-up contribution eligibility	X		
	7. Self Service Transactions – On-line account access to a secure website for purposes of making contribution rate changes, contribution investment changes and inter-fund transfers/balance reallocations	X		
	8. On-line loan modeling	X		
	9. On-line loan, withdrawal and distribution processing per plan rules	X		Distributions for participants who have separated from service are available online. Emergency withdrawals and QDROs are not available online due to the documentation needed to support the plan rules. Your ICMA-RC representative, Randall Neis, provides enrollment services and retirement planning education. Financial guidance and advice are provided through ICMA-RC's Guided Pathways®* online suite of investment advisory tools. Mr. Neis is equipped with live Internet connections and assists participants in the navigation of the online investment advice tool. While he can answer questions and assist with participant data input, he cannot render any type of direct investment advice. *Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by Ibbotson Associates, a federally registered investment adviser, and wholly owned subsidiary of Morningstar, Inc., which is not affiliated with ICMA-RC. All rights reserved. Ibbotson and the Ibbotson logo are trademarks or service marks of Morningstar, Inc.
	10. On site representative(s) to provide enrollment services, financial guidance and retirement planning advice in in one-on-one meetings with individual participants (by appointment, minimum one day per month)	X		
	11. On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs	X		
	12. Trust and Custody services	X		Wilmington Trust Retirement and Institutional Services Company can provide passive directed trustee services, with ICMA-RC providing plan administration and making investment options available.
	13. Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ	X		
	14. Employee Fund Detail Sheets/Prospectuses	X		
	15. QDRO services (account holds and QDRO qualifications)	X		
	16. QDRO account split/distribution calculations and new account setups	X		
	17. Hardship withdrawal qualification based on safe harbor requirements	X		
	18. Electronic consent for legally required materials	X		ICMA-RC accepts electronic acknowledgement from participants for certain legal disclosures. These are part of secure transaction requests submitted via the Internet.
	19. Investment Management integration ('Guided Choice' managed accounts or model portfolios based on on-line risk tolerance questionnaire)	X		
	20. Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)	X		
	21. Annual investment monitoring and notification of fund manager changes (currently 50 funds)	X		Investment monitoring consists of the following: ICMA-RC will continue to provide the City a quarterly investment review online and will deliver the report onsite at least annually (and more frequently if desired). This report, which is a component of our Annual Plan Review, provides the following information in support of investment due diligence: □ Economic and market review □ Summary of funds offered by plan □ Fund, benchmark and peer returns, Morningstar ratings, and comparisons of fund performance vs. Morningstar peers □ Lists of funds making alert and concern lists based on quantitative criteria An ICMA-RC investment professional will be available to meet with the City on-site annually and by phone quarterly to review this report with the City and address questions it may have regarding the plan's fund line-up. Please see the sample Plan Service Report in the Appendix.

Supplement to Attachment C- ICMA-RC Fees

(This section purposely excluded)

City of Chandler AZ 457-Fund Performance and Expenses

ICMA-RC's Fund Line-up fo City of Chandler, AZ 457 Plan
Fund Performance
Data as of March 31, 2012

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

Fund Name	Ticker	Asset Category[1]	1-Month Return	Quarter Return	YTD	1-Year Return	3-Year Return	5-Year Return	10-Year Return	Since Inception	Inception Date
Stable Value/Money Market											
VantageTrust PLUS Fund [2]	None	Stable Value	2.59	2.61	2.61	2.81	3.16	3.74	4.06	5.30	Jan-91
VantageTrust Cash Management [3]	DPCXX	Money Market	0.00	0.00	0.00	0.00	0.01	1.21	1.67	---	Mar-99
Bond Funds											
PIMCO Real Return Admin [4]	PARRX	Inflation Protected bond	-0.83	1.58	1.58	11.03	10.80	7.90	7.62	7.73	Apr-00
PIMCO Total Return [4]	PTRAX	Intermediate-Term Bond	0.02	2.81	2.81	5.73	9.09	8.07	6.77	7.37	Sep-94
Vanguard Total Bond Market Index [4]	VBTSX	Intermediate-Term Bond	-0.57	0.27	0.27	7.69	6.72	6.23		6.25	Sep-06
PIMCO High Yield [4]	PHYAX	High Yield	-0.01	5.04	5.04	5.47	21.16	6.58	7.87	7.79	Jan-95
Guaranteed Lifetime Income Funds											
VT Retirement IncomeAdvantage Fund [5]	N/A	N/A	1.04	7.41	7.41	3.72	---	---	---	11.16	Aug-10
Asset Allocation/Balanced Funds											
Fidelity Puritan®	FPURX	Moderate Allocation	1.99	10.34	10.34	6.05	18.90	3.58	5.72	11.08	Apr-47
T. Rowe Price® Retirement Income [6,7]	TRRIX	Retirement Income	0.71	6.18	6.18	4.57	14.30	4.30	--	6.94	Sep-02
T. Rowe Price® Retirement 2010 [6,7]	TRRAX	Target Date 2000-2010	0.93	7.92	7.92	4.69	17.95	3.77	--	8.33	Sep-02
T. Rowe Price® Retirement 2015 [6,7]	TRRGX	Target Date 2011-2015	1.20	9.24	9.24	4.58	19.68	3.59	--	5.98	Feb-04
T. Rowe Price® Retirement 2020 [6,7]	TRRBX	Target Date 2016-2020	1.39	10.37	10.37	4.35	21.15	3.24	--	8.98	Sep-02
T. Rowe Price® Retirement 2025 [6,7]	TRRHX	Target Date 2021-2025	1.57	11.40	11.40	4.09	22.28	2.94	--	6.01	Feb-04
T. Rowe Price® Retirement 2030 [6,7]	TRRCX	Target Date 2026-2030	1.75	12.27	12.27	3.89	23.15	2.71	--	9.35	Sep-02
T. Rowe Price® Retirement 2035 [6,7]	TRRJX	Target Date 2031-2035	1.86	12.86	12.86	3.60	23.64	2.55	--	5.96	Feb-04
T. Rowe Price® Retirement 2040 [6,7]	TRRDX	Target Date 2036-2040	1.90	13.10	13.10	3.62	23.71	2.58	--	9.32	Sep-02
T. Rowe Price® Retirement 2045 [6,7]	TRRKX	Target Date 2041-2045	1.88	13.15	13.15	3.68	23.68	2.61	--	5.82	May-05
T. Rowe Price® Retirement 2050 [6,7]	TRRMX	Target Date 2046-2050	1.95	13.08	13.08	3.74	23.69	2.58	--	2.79	Dec-06
T. Rowe Price® Retirement 2055 [6,7]	TRRNX	Target Date 2051+	1.87	13.13	13.13	3.74	23.76	2.57	--	2.78	Dec-06
U.S. Equity Funds											
Becker Value Equity	BVEFX	Large Value	1.96	11.13	11.13	4.43	21.12	2.15	--	6.87	Nov-03
American Funds Fundamental Investors R4	RFNEX	Large Blend	2.00	11.59	11.59	2.67	21.30	2.13	--	9.24	Jul-02
Vanguard 500 Index	VIFSX	Large Blend	3.29	12.58	12.58	8.51	23.43	2.03	--	3.17	Sep-06
T. Rowe Price® Growth Stock [6]	PRGFX	Large Growth	4.75	19.13	19.13	12.15	25.40	4.57	5.63	10.61	Apr-50
Fund Name	Ticker	Asset Category[1]	1-Month Return	Quarter Return	YTD	1-Year Return	3-Year Return	5-Year Return	10-Year Return	Since Inception	Inception Date

ICMA-RC's Fund Line-up for the City of Chandler, AZ 457 Plan
Fund Performance
Data as of March 31, 2012

Allianz NFJ Mid-Cap Value Admin [8]	PRAAX	Mid-Cap Value	0.00	10.62	10.62	1.18	25.20	1.80	4.40	10.04	Aug-98
Vanguard Extended Market Index; Signal [8]	VEMSX	Mid-Cap Blend	2.27	14.43	14.43	1.65	29.25	3.56	--	5.63	Sep-06
Munder Mid Cap Core Growth [8]	MGOYX	Mid-Cap Growth	2.13	13.82	13.82	4.66	26.43	4.12	8.65	10.08	Jun-98
Victory Small Company Opportunity [8]	VSOIX	Small-Cap Value	1.47	9.53	9.53	3.08	28.20	--	--	4.89	Aug-07
Fidelity Small Cap Discovery [8]	FSCRX	Small-Cap Blend	2.44	13.13	13.13	4.83	36.19	9.25	8.59	10.37	Sep-00
Oppenheimer Discovery [8]	ODIYX	Small-Cap Growth	2.78	14.68	14.68	1.68	27.85	7.41	5.86	7.39	Jun-94
Nuveen Real Estate Secs Y [9]	FARCX	Real Estate	5.16	10.75	10.75	12.37	42.28	1.81	12.57	12.55	Jun-95
International Funds											
Harbor International Admin [10]	HRINX	Foreign Large Blend	-0.35	14.35	14.35	-2.56	22.62	1.09	--	12.30	Nov-02
Vanguard Developed Markets Index; Inv [10]	VDMIX	Foreign Large Blend	0.21	11.54	11.54	-5.35	17.26	-3.34	5.75	2.03	May-00

Please read Making Sound Investment Decisions: A Retirement Investment Guide ("Guide") carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. Investors should carefully consider this information before investing. For a current Guide, contact ICMA-RC by calling 800-669-7400 or visiting www.icmarc.org.

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org

Investment data for Vantagepoint Funds and VantageTrust Funds are from ICMA-RC. Data provided by Morningstar, Inc.™ Copyright © 2012. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. ICMA-RC does not independently verify Morningstar data. Data for non-registered funds not covered by Morningstar are provided by the fund companies.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] PLUS Fund return is annualized for all periods.

[3] The Cash Management Fund is invested in a single registered mutual fund, the Dreyfus Cash Management Fund. Investments in the VantageTrust Cash Management Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Dreyfus Cash Management Fund seeks to preserve the value of the fund at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of

[4] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[5] Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential Separate Account. Prudential or its affiliates may compensate ICMARC for providing these and related administrative services in connection with the Fund. Before electing the Spousal Benefit (if available) on behalf of any beneficiary not recognized as your spouse under Federal law, be aware that provisions of your plan or the Internal Revenue Code might prevent, limit or otherwise affect the ability of the beneficiary to receive the Spousal Benefit. Variable annuities are suitable for long-term investing, particularly retirement savings. Prudential, the Prudential logo, and the Rock symbol are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VantageTrust Retirement IncomeAdvantage Fund must first receive and read the VantageTrust Retirement IncomeAdvantage Fund Important Considerations document before investing.

[6] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[7] T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

[8] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[9] Funds that concentrate investments in one industry may involve greater risks than more diversified funds, including greater potential for volatility.

[10] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

ICMA-RC's Fund Line-Up for the City of Chandler, AZ 457 Plan
Fund Fee Disclosure
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	Gross Expense	Waiver	Net Expense	Waiver Type	Waiver Expiration Date	Redemption Fee	Trading Restriction
Stable Value/Money Market									
VantageTrust PLUS Fund	None	Stable Value	0.56%	0.00%	0.56%	---	---	---	90-day Wash [2]
VantageTrust Cash Management [3]	DPCXX	Money Market	0.61%	0.00%	0.61%	---	---	---	---
Bond Funds									
PIMCO Real Return Admin [4]	PARRX	Inflation-Protected Bond	0.71%	0.00%	0.70%	--	--	---	---
PIMCO Total Return [4]	PTRAX	Intermediate-Term Bond	0.71%	0.00%	0.71%	--	--	---	---
Vanguard Total Bond Market Index [4]	VBTSX	Intermediate-Term Bond	0.10%	0.00%	0.10%	--	--	---	---
PIMCO High Yield [4]	PHYAX	High Yield Bond	0.80%	0.00%	0.80%	--	--	---	---
Guaranteed Lifetime Income Funds									
VT Retirement IncomeAdvantage Fund [5]	N/A	N/A	1.69%	0.10%	1.59%	Voluntary	---	---	---
Asset Allocation/Balanced Funds									
Fidelity Puritan®	FPURX	Moderate Allocation	0.60%	0.00%	0.60%	---	---	---	---
T. Rowe Price® Retirement Income [6,7,8]	TRRIX	Retirement Income	0.56%	0.00%	0.56%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2010 [6,7,8]	TRRAX	Target Date 2000-2010	0.61%	0.00%	0.61%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2015 [6,7,8]	TRRGX	Target Date 2011-2015	0.65%	0.00%	0.65%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2020 [6,7,8]	TRRBX	Target Date 2016-2020	0.69%	0.00%	0.69%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2025 [6,7,8]	TRRHX	Target Date 2021-2025	0.72%	0.00%	0.72%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2030 [6,7,8]	TRRCX	Target Date 2026-2030	0.74%	0.00%	0.74%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2035 [6,7,8]	TRRJX	Target Date 2031-2035	0.76%	0.00%	0.76%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2040 [6,7,8]	TRRDX	Target Date 2036-2040	0.76%	0.00%	0.76%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2045 [6,7,8]	TRRKX	Target Date 2041-2045	0.76%	0.00%	0.76%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2050 [6,7,8]	TRRMX	Target Date 2046-2050	0.76%	0.00%	0.76%	--	--	--	30 days, any amount
T. Rowe Price® Retirement 2055 [6,7,8]	TRRNX	Target Date 2051+	0.76%	0.00%	0.76%	--	--	--	30 days, any amount
U.S. Stock Funds									
Becker Value Equity	BVEFX	Large Value	1.06%	0.12%	0.94%	Contractual	February 28, 2013	---	---
American Funds Fundamental Investors R4	RFNEX	Large Blend	0.66%	0.00%	0.66%	--	--	---	30 days, amounts less than $5k
Vanguard 500 Index	VIFSX	Large Blend	0.05%	0.00%	0.05%	--	--	---	---
T. Rowe Price® Growth Stock [8]	PRGFX	Large Growth	0.70%	0.00%	0.70%	--	--	---	30 days, any amount
Fund Name	**Ticker**	**Asset Category[1]**	**Gross Expense**	**Waiver**	**Net Expense**	**Waiver Type**	**Waiver Expiration Date**	**Redemption Fee**	**Trading Restriction**
Allianz NFJ Mid-Cap Value Admin [9]	PRAAX	Mid-Cap Value	1.16%	0.00%	1.16%	--	--	---	---
Vanguard Extended Market Index; Signal [9]	VEMSX	Mid-Cap Blend	0.14%	0.00%	0.14%	--	--	---	---

Munder Mid Cap Core Growth [9]	MGOYX	Mid-Cap Growth	1.08%	0.00%	1.08%	--	--	---	---
Victory Small Company Opportunity [9]	VSOIX	Small-Cap Value	1.06%	0.00%	1.06%	--	--	---	---
Fidelity Small Cap Discovery [9]	FSCRX	Small-Cap Blend	1.08%	0.00%	1.08%	--	--	1.50%, 90 days	---
Oppenheimer Discovery [9]	ODIYX	Small-Cap Growth	0.86%	0.00%	0.86%	--	--	---	---
Nuveen Real Estate Secs Y [10]	FARCX	Real Estate	1.04%	0.00%	1.04%	--	--	---	---
Fund Name	**Ticker**	**Asset Category[1]**	**Gross Expense**	**Waiver**	**Net Expense**	**Waiver Type**	**Waiver Expiration Date**	**Redemption Fee**	**Trading Restriction**
International Funds									
Harbor International Admin [11]	HRINX	Foreign Large Blend	1.04%	0.01%	1.03%	Contractual	February 28, 2013	2%, 60 days	---
Vanguard Developed Markets Index; Inv [11]	VDMIX	Foreign Large Blend	0.20%	0.00%	0.20%	--	--	---	---

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Please read the fund's prospectus carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org

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Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Fund expense data provided (not including any administration fees) are defined as follows:

- Gross Expense Ratio - The annualized amount, expressed as a percentage of their total investment, which investors will pay annually for the mutual fund's operating expenses and management fees before any waivers.
- Expense Waiver Amount - The amount a mutual fund has agreed to waive in order to reduce or limit operating expenses for the fund. Fee waivers may not be available to fund shareholders in the future.
- Net Expense Ratio - The amount shown in the gross expense ratio less any expense waivers. The daily portion of this expense is deducted from the fund prior to the fund company's calculation of the daily price reported to the public.
- Waiver Type - Indicates whether the reduction in fund expense ratio is voluntary or contractual.
- Waiver Expiration Date - The date upon which the contractual obligation to provide the waiver lapses.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] Direct transfers from the PLUS Fund to competing funds are restricted. Competing funds include,but are not limited to,the following types of investment options: (1) cash funds (like the VT Cash Management Fund), money market mutual funds, bank accounts or certificates of deposit (such as the VT CD Account option), stable value funds or substantially similar investment options that offer guarantees of principal or income, such as guaranteed annuity contracts or similar arrangements with financial institutions; (2) short-term bond funds that invest in fixed income securities and seek to maintain or have an average portfolio duration of less than three years; (3) any investment option that invests 80% or more of its assets in (i) fixed income securities or funds with a duration of less than three years, or (ii) instruments that seek to provide capital preservation such as stable value funds, bank certificates of deposit or bank accounts, and cash or cash equivalents; and (4) a self-directed brokerage account. To transfer money from the PLUS Fund to a competing fund, you must first transfer the amount to a non-competing fund for a period of at least 90 days. For example, if you want to transfer money from the PLUS Fund to the VT Cash Management Fund, you will first need to transfer the money to a non-competing fund and then, 90 days later or any

[3] The Cash Management Fund is invested in a single registered mutual fund, the Dreyfus Cash Management Fund. Investments in the VantageTrust Cash Management Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Dreyfus Cash Management Fund seeks to preserve the value of the fund at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of total return.

[4] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

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[6] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[7] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[8] T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

[9] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[10] Funds that concentrate investments in one industry may involve greater risks than more diversified funds, including greater potential for volatility.

[11] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

ICMA-RC's Fund Line-up fo City of Chandler, AZ 457 Plan
Fund Revenue Disclosure
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	A 12b-1 Fee	B Shareholder Services[2]	C Administration Fee	A+B+C Record Keeping Subtotal[2]	D ICMA-RC Investment Advisory	A+B+C+D Total ICMA-RC Revenue[2]
Stable Value/Money Market								
VantageTrust PLUS Fund[3]	None	Stable Value	0.00%	0.35%	0.00%	0.35%	0.20%	0.55%
VantageTrust Cash Management[4]	DPCXX	Money Market	0.40%	-0.16%	0.00%	0.24%	0.00%	0.24%
Bond Funds								
PIMCO Real Return Admin[5]	PARRX	Inflation-Protected Bond	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%
PIMCO Total Return[5]	PTRAX	Intermediate-Term Bond	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%
Vanguard Total Bond Market Index[5]	VBTSX	Intermediate-Term Bond	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%
PIMCO High Yield[5]	PHYAX	High Yield Bond	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%
Guaranteed Lifetime Income Funds								
VT Retirement IncomeAdvantage Fund[6]	N/A	N/A	0.00%	0.45%	0.00%	0.45%	0.05%	0.50%
Asset Allocation/Balanced Funds								
VT Fidelity Puritan®	FPURX	Moderate Allocation	0.00%	0.25%	0.00%	0.25%	0.00%	0.25%
T. Rowe Price® Retirement Income[7,8,9]	TRRIX	Retirement Income	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2010[7,8,9]	TRRAX	Target Date 2000-2010	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2015[7,8,9]	TRRGX	Target Date 2011-2015	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2020[7,8,9]	TRRBX	Target Date 2016-2020	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2025[7,8,9]	TRRHX	Target Date 2021-2025	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2030[7,8,9]	TRRCX	Target Date 2026-2030	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2035[7,8,9]	TRRJX	Target Date 2031-2035	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2040[7,8,9]	TRRDX	Target Date 2036-2040	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2045[7,8,9]	TRRKX	Target Date 2041-2045	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2050[7,8,9]	TRRMX	Target Date 2046-2050	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
T. Rowe Price® Retirement 2055[7,8,9]	TRRNX	Target Date 2051+	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
U.S. Stock Funds								
Becker Value Equity	BVEFX	Large Value	0.00%	0.35%	0.00%	0.35%	0.00%	0.35%
American Funds Fundamental Investors R4	RFNEX	Large Blend	0.25%	0.10%	0.00%	0.35%	0.00%	0.35%
Vanguard 500 Index	VIFSX	Large Blend	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
T. Rowe Price® Growth Stock[9]	PRGFX	Large Growth	0.00%	0.15%	0.00%	0.15%	0.00%	0.15%
Allianz NFJ Mid-Cap Value Admin[10]	PRAAX	Mid-Cap Value	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%

ICMA-RC's Fund Line-up for the City of Chandler, AZ 457 Plan
Fund Revenue Disclosure
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	A 12b-1 Fee	B Shareholder Services[2]	C Administration Fee	A+B+C Record Keeping Subtotal[2]	D ICMA-RC Investment Advisory	A+B+C+D Total ICMA-RC Revenue[2]
Vanguard Extended Market Index; Signal [10]	VEMSX	Mid-Cap Blend	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Munder Mid Cap Core Growth [10]	MGOYX	Mid-Cap Growth	0.00%	0.25%	0.00%	0.25%	0.00%	0.25%
Victory Small Company Opportunity [10]	VSOIX	Small-Cap Value	0.00%	0.10%	0.00%	0.10%	0.00%	0.10%
Fidelity Small Cap Discovery [10]	FSCRX	Small-Cap Blend	0.00%	0.25%	0.00%	0.25%	0.00%	0.25%
Oppenheimer Discovery [10]	ODIYX	Small-Cap Growth	0.00%	0.25%	0.00%	0.25%	0.00%	0.25%
Nuveen Real Estate Secs Y [11]	FARCX	Real Estate	0.00%	0.25%	0.00%	0.25%	0.00%	0.25%
International Funds								
Harbor International Admin [12]	HRINX	Foreign Large Blend	0.25%	0.00%	0.00%	0.25%	0.00%	0.25%
Vanguard Developed Markets Index; Inv [12]	VDMIX	Foreign Large Blend	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Please read Making Sound Investment Decisions: A Retirement Investment Guide ("Guide") carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. Investors should carefully consider this information before investing. For a current Guide, contact ICMA-RC by calling 800-669-7400 or visiting www.icmarc.org.

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org

Investment data for Vantagepoint Funds and VantageTrust Funds are from ICMA-RC. Data provided by Morningstar, Inc.™ Copyright © 2012. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. ICMA-RC does not independently verify Morningstar data. Data for non-registered funds not covered by Morningstar are provided by the fund companies.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC
Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.

The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] ICMA-RC's revenue from the VantageTrust PLUS Fund expense ratio consists of a management fee and other fees for administration services. For this fund, shareholder services revenue – which is used to meet ICMA-RC's revenue requirement – does not include the management fee.

[4] The Cash Management Fund is invested in a single registered mutual fund, the Dreyfus Cash Management Fund. Investments in the VantageTrust Cash Management Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Dreyfus Cash Management Fund seeks to preserve the value of the fund at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of total return.

[5] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[6] Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential Separate Account. Prudential or its affiliates may compensate ICMARC for providing these and related administrative services in connection with the Fund. Before electing the Spousal Benefit (if available) on behalf of any beneficiary not recognized as your spouse under Federal law, be aware that provisions of your plan or the Internal Revenue Code might prevent, limit or otherwise affect the ability of the beneficiary to receive the Spousal Benefit. Variable annuities are suitable for long-term investing, particularly retirement savings. Prudential, the Prudential logo, and the Rock symbol are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VantageTrust Retirement IncomeAdvantage Fund must first receive and read the VantageTrust Retirement IncomeAdvantage Fund Important Considerations document before investing.

[7] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[8] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for

[9] T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

[10] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[11] Funds that concentrate investments in one industry may involve greater risks than more diversified funds, including greater potential for volatility.

[12] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

City of Chandler AZ RHS- Fund Performance and Expenses

ICMA-RC's Fund Line-up for City of Chandler, AZ RHS Plan
Fund Performance
Data as of March 31, 2012

The performance quoted represents past performance, is no guarantee of future results, and is annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance shown. For current performance, contact ICMA-RC by calling 800-669-7400 or by visiting www.icmarc.org.

Fund Name	Ticker	Asset Category [1]	1-Month Return	Quarter Return	YTD	1-Year Return	3-Year Return	5-Year Return	10-Year Return	Since Inception	Inception Date
Money Market											
Dreyfus Cash Management [2]	DPCXX	Money Market	0.00	0.00	0.00	0.00	0.02	1.26	1.70	2.76	Nov-96
Bond Funds											
Vantagepoint Low Duration Bond Fund [3]	VPIPX	Short-Term Bond	0.15	1.75	1.75	2.37	5.27	3.84	3.60	---	Dec-00
Vantagepoint Inflation Prot. Securities [3]	VPTSX	Inflation-Protected Bond	-1.02	0.92	0.92	10.62	7.85	7.13	5.33	---	Jul-92
Vantagepoint Core Bond Index [3]	VPCIX	Intermediate-Term Bond	-0.59	0.12	0.12	7.20	6.33	5.77	5.35	---	Jun-97
Asset Allocation/Balanced Funds											
Vantagepoint Model Port Savings Oriented	VPSOX	Conservative Allocation	0.40	4.14	4.14	4.34	9.99	3.92	4.38	---	Apr-96
Vantagepoint Model Port Conser Growth	VPCGX	Conservative Allocation	0.77	5.88	5.88	4.18	12.38	3.59	4.49	---	Apr-96
Vantagepoint Model Port Tradit Growth	VPTGX	Moderate Allocation	1.35	8.22	8.22	3.78	15.80	3.03	4.56	---	Apr-96
Vantagepoint Model Port Long-Term Growth	VPLGX	Large Blend	1.64	9.89	9.89	3.14	18.30	2.50	4.72	---	Oct-00
Vantagepoint Model Port All Eqty Growth	VPAGX	Large Blend	2.38	12.95	12.95	2.43	22.67	1.35	4.22	---	Jan-05
Vantagepoint Milestone Retirement Income [4]	VPRRX	Retirement Income	0.38	4.13	4.13	4.38	10.58	3.68	---	4.23	Jan-05
Vantagepoint Milestone 2010 [4]	VPRQX	Target Date 2000-2010	0.85	6.34	6.34	4.57	12.13	3.63	---	4.56	Jan-05
Vantagepoint Milestone 2015 [4]	VPRPX	Target Date 2011-2015	1.11	7.19	7.19	4.21	14.77	3.13	---	4.65	Jan-05
Vantagepoint Milestone 2020 [4]	VPROX	Target Date 2016-2020	1.39	8.22	8.22	3.82	16.19	2.71	---	4.59	Jan-05
Vantagepoint Milestone 2025 [4]	VPRNX	Target Date 2021-2025	1.59	9.13	9.13	3.65	17.59	2.38	---	4.56	Jan-05
Vantagepoint Milestone 2030 [4]	VPRMX	Target Date 2026-2030	1.85	10.20	10.20	3.48	19.02	2.13	---	4.55	Jan-05
Vantagepoint Milestone 2035 [4]	VPRLX	Target Date 2031-2035	2.05	11.26	11.26	3.15	20.45	1.97	---	4.57	Jan-05
Vantagepoint Milestone 2040 [4]	VPRKX	Target Date 2036-2040	2.22	11.97	11.97	3.23	21.45	1.97	---	4.59	Jan-05
Vantagepoint Milestone 2045 [4]	VPRJX	Target Date 2041-2045	2.21	12.14	12.14	3.08	---	---	---	10.40	Jan-10
U.S. Equity Funds											
Vantagepoint Equity Income	VPEIX	Large Value	2.45	11.25	11.25	3.61	24.15	1.05	5.23	---	Apr-94
Vantagepoint 500 Stock Index	VPFIX	Large Blend	3.23	12.45	12.45	8.08	22.96	1.60	3.69	---	Jun-97
Vantagepoint Broad Market Index	VPMIX	Large Blend	3.04	12.63	12.63	7.11	23.86	2.06	4.63	---	Oct-94
Vantagepoint Growth & Income	VPGIX	Large Blend	3.34	14.01	14.01	7.03	23.29	2.48	4.11	---	Oct-98
Vantagepoint Growth	VPGRX	Large Growth	3.88	15.31	15.31	6.04	20.76	0.87	1.93	---	Apr-83
Vantagepoint Select Value Fund [5]	VPSVX	Mid-Cap Value	1.68	12.13	12.13	2.75	26.83	---	---	3.16	Oct-07
Vantagepoint Mid/Small Company Index [5]	VPSIX	Mid-Cap Blend	2.30	14.19	14.19	1.61	28.51	3.49	7.64	---	Jun-97
Vantagepoint Aggressive Opportunities [5]	VPAOX	Mid-Cap Growth	2.02	14.69	14.69	-2.67	24.50	2.00	4.95	---	Oct-94
Vantagepoint Discovery Fund [5]	VPDSX	Small-Cap Blend	2.18	12.70	12.70	-0.37	28.50	---	---	1.51	Oct-07

ICMA-RC's Fund Line-up for the City of Chandler, AZ RHS Plan
Fund Performance
Data as of March 31, 2012

Fund Name	Ticker	Asset Category [1]	1-Month Return	Quarter Return	YTD	1-Year Return	3-Year Return	5-Year Return	10-Year Return	Since Inception	Inception Date
International Funds											
Vantagepoint Overseas Equity Index Fund [6]	VPOIX	Foreign Large Blend	0.20	11.32	11.32	-5.65	16.74	-3.83	5.16	---	Jun-97
Vantagepoint International [6]	VPINX	Foreign Large Blend	0.76	11.30	11.30	-1.71	17.23	-2.15	5.06	---	Oct-94

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[2] Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the Fund. The 7-Day Yield more closely reflects the Fund's current earnings than the quotation of total return.

[3] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

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[5] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[6] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

ICMA-RC's Fund Line-up for City of Chandler, AZ RHS Plan
Fund Fees and Expenses
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	Gross Expense	Waiver	Net Expense	Waiver Type	Waiver Expiration Date	Redemption Fee	Trading Restriction
Money Market									
Dreyfus Cash Management	DPCXX	Money Market	0.61%	0.00%	0.61%	---	---	---	---
Bond Funds									
Vantagepoint Low Duration Bond Fund [2]	VPIPX	Short-Term Bond	0.64%	0.00%	0.64%	---	---	---	---
Vantagepoint Core Bond Index I [2]	VPCIX	Intermediate-Term Bond	0.42%	0.00%	0.42%	---	---	---	---
Vantagepoint Inflation Prot. Securities [2]	VPTSX	Inflation Protected Bond	0.65%	0.00%	0.65%	---	---	---	---
Asset Allocation/Balanced Funds									
Vantagepoint Model Port Savings Oriented [3]	VPSOX	Conservative Allocation	0.88%	0.00%	0.88%	---	---	---	---
Vantagepoint Model Port Conser Growth [3]	VPCGX	Conservative Allocation	0.89%	0.00%	0.89%	---	---	---	---
Vantagepoint Model Port Tradit Growth [3]	VPTGX	Moderate Allocation	0.92%	0.00%	0.92%	---	---	---	---
Vantagepoint Model Port Long-Term Growth [3]	VPLGX	Aggressive Allocation	0.96%	0.00%	0.96%	---	---	---	---
Vantagepoint Model Port All-Eqty Growth [3]	VPAGX	Large Blend	1.03%	0.00%	1.03%	---	---	---	---
Vantagepoint Milestone Retirement Income [3,4]	VPRRX	Retirement Income	0.92%	0.00%	0.92%	---	---	---	---
Vantagepoint Milestone 2010 [3,4]	VPRQX	Target Date 2000-2010	0.96%	0.00%	0.96%	---	---	---	---
Vantagepoint Milestone 2015 [3,4]	VPRPX	Target Date 2011-2015	0.91%	0.00%	0.91%	---	---	---	---
Vantagepoint Milestone 2020 [3,4]	VPROX	Target Date 2016-2020	0.89%	0.00%	0.89%	---	---	---	---
Vantagepoint Milestone 2025 [3,4]	VPRNX	Target Date 2021-2025	0.93%	0.00%	0.93%	---	---	---	---
Vantagepoint Milestone 2030 [3,4]	VPRMX	Target Date 2026-2030	0.94%	0.00%	0.94%	---	---	---	---
Vantagepoint Milestone 2035 [3,4]	VPRLX	Target Date 2031-2035	0.95%	0.00%	0.95%	---	---	---	---
Vantagepoint Milestone 2040 [3,4]	VPRKX	Target Date 2036-2040	0.94%	0.00%	0.94%	---	---	---	---
Vantagepoint Milestone 2045 [3,4]	VPRJX	Target Date 2041-2045	1.63%	0.53%	1.10%	Contractual	April 30, 2012	---	---
U.S. Stock Funds									
Vantagepoint Equity Income	VPEIX	Large Value	0.85%	0.00%	0.85%	---	---	---	---
Vantagepoint 500 Stock Index I	VPFIX	Large Blend	0.43%	0.00%	0.43%	---	---	---	---
Vantagepoint Broad Market Index I	VPMIX	Large Blend	0.42%	0.00%	0.42%	---	---	---	---
Vantagepoint Growth & Income	VPGIX	Large Blend	0.79%	0.00%	0.79%	---	---	---	---
Vantagepoint Growth	VPGRX	Large Growth	0.83%	0.00%	0.83%	---	---	---	---
Vantagepoint Select Value Fund [5]	VPSVX	Mid-Cap Value	1.00%	0.00%	1.00%	---	---	---	---
Vantagepoint Mid/Small Company Index I [5]	VPSIX	Mid-Cap Blend	0.45%	0.00%	0.45%	---	---	---	---
Vantagepoint Aggressive Opportunities [5]	VPAOX	Mid-Cap Growth	0.93%	0.00%	0.93%	---	---	---	---
Vantagepoint Discovery Fund [5]	VPDSX	Small-Cap Blend	0.98%	0.00%	0.98%	---	---	---	---
International Funds									
Vantagepoint Overseas Index Class I [6]	VPOIX	Foreign Large Blend	0.56%	0.00%	0.56%	---	---	---	91 days, any $
Vantagepoint International [6]	VPINX	Foreign Large Blend	0.98%	0.00%	0.98%	---	---	---	91 days, any $

ICMA-RC's Fund Line-up for the City of Chandler, AZ RHS Plan
Fund Fees and Expenses
Data as of March 31, 2012

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Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Fund expense data provided (not including any administration fees) are defined as follows:
- Gross Expense Ratio - The annualized amount, expressed as a percentage of their total investment, which investors will pay annually for the mutual fund's operating expenses and management fees before any waivers.
- Expense Waiver Amount - The amount a mutual fund has agreed to waive in order to reduce or limit operating expenses for the fund. Fee waivers may not be available to fund shareholders in the future.
- Net Expense Ratio - The amount shown in the gross expense ratio less any expense waivers. The daily portion of this expense is deducted from the fund prior to the fund company's calculation of the daily price reported to the public.
- Waiver Type - Indicates whether the reduction in fund expense ratio is voluntary or contractual.
- Waiver Expiration Date - The date upon which the contractual obligation to provide the waiver lapses.

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[2] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[3] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other

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ICMA-RC's Fund Line-up for City of Chandler, AZ RHS Plan
Fund Revenue Disclosure
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	A 12b-1 Fee	B Shareholder Services [2]	C Administration Fee	A+B+C Record Keeping Subtotal[2]	D ICMA-RC Investment Advisory	A+B+C+D Total ICMA-RC Revenue[2]
Dreyfus Cash Management	DPCXX	Money Market	0.40%	-0.16%	0.00%	0.24%	0.00%	0.14%
Bond Funds								
Vantagepoint Low Duration Bond Fund [3]	VPIPX	Short-Term Bond	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint Core Bond Index I [3]	VPCIX	Intermediate-Term Bond	0.00%	0.35%	0.00%	0.35%	0.05%	0.40%
Vantagepoint Inflation Prot. Securities [3]	VPTSX	Inflation Protected bond	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Asset Allocation/Balanced Funds								
Vantagepoint Model Port Savings Oriented [4]	VPSOX	Conservative Allocation	0.00%	0.54%	0.00%	0.54%	0.10%	0.64%
Vantagepoint Model Port Conser Growth [4]	VPCGX	Conservative Allocation	0.00%	0.54%	0.00%	0.54%	0.10%	0.63%
Vantagepoint Model Port Tradit Growth [4]	VPTGX	Moderate Allocation	0.00%	0.53%	0.00%	0.53%	0.09%	0.62%
Vantagepoint Model Port Long-Term Growth [4]	VPLGX	Aggressive Allocation	0.00%	0.53%	0.00%	0.53%	0.09%	0.62%
Vantagepoint Model Port All-Eqty Growth [4]	VPAGX	Large Blend	0.00%	0.55%	0.00%	0.55%	0.10%	0.65%
Vantagepoint Milestone Retirement Income [4, 5]	VPRRX	Retirement Income	0.00%	0.54%	0.00%	0.54%	0.10%	0.64%
Vantagepoint Milestone 2010 [4, 5]	VPRQX	Target Date 2000-2010	0.00%	0.54%	0.00%	0.54%	0.10%	0.64%
Vantagepoint Milestone 2015 [4, 5]	VPRPX	Target Date 2011-2015	0.00%	0.54%	0.00%	0.54%	0.10%	0.63%
Vantagepoint Milestone 2020 [4, 5]	VPROX	Target Date 2016-2020	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
Vantagepoint Milestone 2025 [4, 5]	VPRNX	Target Date 2021-2025	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
Vantagepoint Milestone 2030 [4, 5]	VPRMX	Target Date 2026-2030	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
Vantagepoint Milestone 2035 [4, 5]	VPRLX	Target Date 2031-2035	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
Vantagepoint Milestone 2040 [4, 5]	VPRKX	Target Date 2036-2040	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
Vantagepoint Milestone 2045 [4, 5]	VPRJX	Target Date 2041-2045	0.00%	0.53%	0.00%	0.53%	0.10%	0.63%
U.S. Stock Funds								
Vantagepoint Equity Income	VPEIX	Large Value	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint 500 Stock Index I	VPFIX	Large Blend	0.00%	0.35%	0.00%	0.35%	0.05%	0.40%
Vantagepoint Broad Market Index I	VPMIX	Large Blend	0.00%	0.35%	0.00%	0.35%	0.05%	0.40%
Vantagepoint Growth & Income	VPGIX	Large Blend	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint Growth	VPGRX	Large Growth	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint Select Value Fund [6]	VPSVX	Mid-Cap Value	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint Mid/Small Company Index I [6]	VPSIX	Mid-Cap Blend	0.00%	0.35%	0.00%	0.35%	0.05%	0.40%
Vantagepoint Aggressive Opportunities [6]	VPAOX	Mid-Cap Growth	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%
Vantagepoint Discovery Fund [6]	VPDSX	Small-Cap Blend	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%

ICMA-RC's Fund Line-up for the City of Chandler, AZ RHS Plan
Fund Revenue Disclosure
Data as of March 31, 2012

Fund Name	Ticker	Asset Category[1]	12b-1 Fee	Share-holder Services[2]	C Administration Fee	A+B+C Record Keeping Subtotal[2]	D ICMA-RC Investment Advisory	A+B+C+D Total ICMA-RC Revenue[2]
International Funds								
Vantagepoint Overseas Index Class I[7]	VPOIX	Foreign Large Blend	0.00%	0.35%	0.00%	0.35%	0.05%	0.40%
Vantagepoint International[7]	VPINX	Foreign Large Blend	0.00%	0.45%	0.00%	0.45%	0.10%	0.55%

Please read the fund's prospectus carefully for a complete summary of all fees, expenses, financial highlights, investment objectives and strategies, risks and performance information. The prospectus contains this and other information about the investment company. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus before investing. You can obtain a prospectus, statement of additional information and other information about the Vantagepoint Funds online at www.icmarc.org/vpprospectus, by calling 800-669-7400 or emailing investorservices@icmarc.org.

The Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC.

Investment data for Vantagepoint Funds and VantageTrust Funds are from ICMA-RC. Data provided by Morningstar, Inc.™ Copyright © 2012. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. ICMA-RC does not independently verify Morningstar data. Data for non-registered funds not covered by Morningstar are provided by the fund companies.

ICMA-RC's proposed fund line-up is a commitment to administer these funds for the plan, not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change. Administrative allowances received from mutual funds are retained by ICMA-RC.

Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds are monitored for frequent trading. Certain funds may charge a redemption fee or institute trading restrictions. The most up to date information about redemption fee or trading restrictions is contained in the fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

[1] Morningstar places registered mutual funds in certain categories based on the mutual fund's historical portfolio holdings. Placement of a registered mutual fund in a particular Morningstar category does not mean that the mutual fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A registered mutual fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. VantageTrust funds are not assigned Morningstar categories and, therefore a Morningstar category listed for a VantageTrust fund has been assigned to the underlying registered mutual fund in which the VantageTrust fund invests.

[2] ICMA-RC receives compensation from outside funds that are available for investment in your retirement plan. Compensation is received for services rendered by ICMA-RC to plans and participants that mutual funds would normally provide. This compensation is received in several ways from various sources and may include compensation for the following services:

- Advertising and marketing costs (12b-1 fees)
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

The amounts listed for Vantagepoint and VantageTrust Funds, including the VantageTrust PLUS Fund, include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes ICMA-RC's asset-based shareholder servicing compensation that is included in the daily NAV calculation. Shareholder servicing expenses are included in the gross and net fund expenses disclosed.
The asset based revenue disclosed above is anticipated annual asset-based and/or per-participant revenue on assets administered as of March 31, 2012. This revenue is subject to change at the discretion of the fund company and is received at various times through the course of a year based on the policies of the individual fund companies.

[3] A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

[4] The expense ratio for a "fund of funds" includes acquired fund fees and expenses, which are expenses incurred indirectly by the fund through its ownership in other mutual funds.

[5] The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

[6] Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

[7] Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

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2010

May 23, 2012

DEFERRED COMPENSATION 457 AND RETIREMENT HEALTH SAVINGS PLAN ADMINISTRATION, INVESTMENT AND TRUST SERVICES
RFP NO. HR2-953-3111
ADDENDUM #1

Questions and Answers.

1. Page 8, Section 6, Offer Preparation; Item 6.1; Format. Please clarify, *Offerors shall submit their Offer with an original and two (2) exact copies (3 total) and one (1) exact copy on a CDROM disc in Microsoft Office Word or Excel format (2010 version or lower) and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.* Does this mean that the Offeror may submit the information contained in the Excel spreadsheets in a Word format?

   Yes. However, we would prefer that you complete the answers to questions posed in the Excel spreadsheets in the appropriate column within the Excel spreadsheet.

2. Question 22, Participant Education and Support Services of Questionnaire, asks if we provide enrollment services at each location, please provide the number of locations and their geographic locations,(i.e., Library, Fire Station) and the number of employees at each location.

   The City of Chandler expects the new provider to conduct enrollment meetings at six locations throughout the City – all within a ten-mile radius of City Hall. Two to three meetings will be held at each site. Expect the size of each meeting to be 75 to 100 employees.

   The enrollment meetings will be a one-time event prior to the implementation of the new service provider.

   In addition, the City of Chandler will require a representative to be available one day per month at City Hall to conduct one-on-one meetings with participants.

   Finally, the City will expect the service provider to conduct 2 additional meetings per year, at City facilities determined by the City of Chandler's Benefits Department. Such meetings may cover a variety of 457 plan-related topics, such as the basics of investing, pre-retirement planning, or Roth vs. Pre-Tax savings. The topics to be covered in such meetings will be agreed upon in advance by the City and the service provider.

3. Can the three RHS Plans be combined into one Plan? Are there any restrictions that may be applicable to the liquidation of these contracts? (Market Value Adjustments, Contingent Deferred Sales Charges, etc.) Please provide the dollar amounts of all discontinuance fees.

   No. The RHS plans need to remain as three distinct and separate plans. There are no restrictions applicable to the liquidation of the RHS plan contracts.

4. Please provide the dollar amount of all discontinuance fees (Market Value Adjustments, Contingent Deferred Sales Charges, etc.) and or restrictions that may be applicable to the liquidation of *all* the ICMA-RC contracts.

   There are no discontinuance fees (such as Market Value Adjustments, Contingent Deferred Sales Charges, etc.) applicable to the liquidation of any funds, held by any of the plans, under the ICMA-RC contracts. There are restrictions applicable to an employer-initiated withdrawal from the stable value fund (ICMA-RC's VantagePLUS Trust Fund) per the City of Chandler's agreement with ICMA-RC as follows:

   > ***"Employers may require their employees to withdraw from the PLUS Fund. Such a total withdrawal could occur if the Employer were to hire a new Plan administrator or decide to remove the PLUS Fund as an investment option under its Plan, or if ICMA-RC were to resign as Plan administrator. If this were to occur, ICMA-RC retains full discretion to defer Employer-initiated PLUS Fund withdrawals for a period of up to twelve months from the date ICMA-RC receives written notice from the Employer that it has made a final and binding selection of (1) a replacement of ICMA-RC as administrator of the Employer's Plan or (2) a replacement investment option for the PLUS Fund under the Employer's Plan. Notice of "possible termination" does not constitute acceptable written notice.***
   >
   > ***You may not be able to transfer your PLUS Fund assets to another investment option or make additional investments in the PLUS Fund during this twelve month period."***

   Finally, there would be a loss of interest accrued on the 5-year CD investment in the 457 Plan should the assets be withdrawn prior to the CD term. The amount invested in the 5-year CDs is approximately $170,000. The City of Chandler expects the selected provider to continue to administer the 5-year CD investment through the end of the term or transfer the assets immediately upon implementation and make up any interest lost due to premature withdrawal.

5. Please provide any penalty or discontinuance information regarding the VT 5-Year CD that is currently offered in the 457 plan. Are those assets readily available for transfer?

   If withdrawn prior to the CD term, there would be a loss of interest accrued on the 5-year CD investment in the 457 Plan. The amount invested in the 5-year CDs is approximately $170,000. The City of Chandler expects the selected provider to continue to administer the 5-year CD investment through the end of the term or transfer the assets immediately upon implementation and make up any interest lost due to premature withdrawal.

6. Please indicate the number of Police and Fire employees (Safety) eligible for participation out of the total eligible population of 1,544.

   There are 520 Safety employees currently eligible for participation in the City of Chandler 457 Plan.

7. What is the frequency and number of on-site participant meetings provided by the City's current provider? Does the City desire more, less, or the same level of on-site interaction?

   Please refer to the answer to Question #2 above.

8. Has the City of Chandler exercised the 12 month put on the VantagePlus Trust Fund for the 457 Plan?

   No – the City of Chandler has not exercised the 12 month put on the VantagePlus Trust Fund (the stable value fund option for the 457 Plan).

9. Are we able to add additional rows when completing the enclosed Excel documents?

   We would like you to keep your answers brief, but we understand that you must provide a complete response to each question. If your answer exceeds the number of lines in the question, your response will expand the size of the row. However, adding additional rows should not be required.

10. Can you specify the number of locations where employees currently receive individual counseling?

    Please refer to the answer to Question #2 above.

11. The RFP asks for the current performance information for the proposed fund menu as of 12/31/2011(Attachment 8). Does the City wish to keep this date or have proposers provide updated performance data as of 3/31/2011?

Please provide performance information through 12/31/2011. Updated performance information through 3/31/2012 is not requested or required.

12. In the "Operational Information" provided for the **RHS Plan for Employees** in Section 5 of the RFP, the following is stated:

    Direct Employer Contributions – The City of Chandler contributes $15.00 per pay period for the Plan Year. Upon retirement from employment with the City, employees may elect to have the City contribute an amount equal to 50% of their accrued sick pay into the RHS plan. Also upon retirement from employment with the City, the City contributes $800.00 per 12-month year of City of Chandler service, prorated for any partial year, provided the employee has a minimum of five (5) years of employment at the City.

    Question -- It appears the employee has a choice of a 100% cash distribution OR the employee may elect 50% in a cash distribution and 50% to the RHS Plan. Can you confirm?

    The retiring employee does not have a choice of a 100% cash distribution. The City will only pay a maximum of 50% of the accrued sick pay. As a result, 50% is paid in cash and the remaining 50% is contributed to the RHS plan.

    Mandatory Employee Leave Contributions – Subject to an election by the employee, the City of Chandler makes annual contributions of accrued vacation leave over 240 hours (up to a maximum of 40 hours or the equivalent as computed under the rule for Fire Department employees assigned to more than a 40-hour week or the rule for regular employees who work less than full-time but at least 1,040 hours or more per year in a part-time regular budgeted position).

    Question – What happens if an employee simply chooses to continue accruing vacation leave?

    If an employee finishes a calendar year with more than 240 hours of accrued vacation, there are three options:
    1. ***Elect to have the City contribute the excess (up to a maximum of 40 hours) to the RHS plan on or before the next following June 30th***
    2. ***Use the excess vacation accrual by June 30th***
    3. ***Forfeit the excess vacation accrual on June 30th***

13. The Respondent Questionnaire asks for a description of ability to handle manual loan repayments. Is the City anticipating manual loan utilization? What are the City's expectations in terms of manual loan utilization?

    The City collects loan payments through payroll deduction and remits them to the provider during each payroll cycle. Loan payments made by terminated or retired participants (no longer on payroll) are remitted by individuals using cashier's checks or money orders. The question in the respondent questionnaire is simply asking you to discuss your ability to accept certain loan payments via individual checks.

14. Stable Value Cash Flow: Yearly (2009, 2010, 2011 and YTD 2012) stable value cash flow activity for the City of Chandler 457 Plan broken down by Deposits, Withdrawals and Transfers (exchanges to/from stable value option to other investment options in the plan).

    Refer to the chart below.

City of Chandler 457 Plan - Vantage Plus Trust Fund

	Contributions	Withdrawals	Transfers*	Total
2009	1,588,167.53	(796,211.57)	407,077.95	1,199,033.91
2010	2,373,983.95	(2,235,405.52)	735,730.29	874,308.72
2011	1,444,920.65	(2,043,520.43)	1,344,174.16	745,574.38
YTD 3/31/12	287,989.13	(378,651.84)	369,350.50	278,687.79

*In/out of stable value option to other investments within the plan line up

15. Stable Value Demographics: Stable value assets for the City of Chandler 457 Plan broken down between actively employed and inactive participants by age band.

Refer to the chart below.

City of Chandler 457 Plan - Vantage Plus Trust Fund				
participant age group	actives	inactives	terminated	total
0-30	$21,631	$0	$0	$21,631
31-40	$504,985	$8,639	$194,505	$708,129
41-50	$2,990,379	$211,437	$509,427	$3,711,244
51-60	$3,273,309	$286,526	$4,467,228	$8,027,063
61+	$1,126,635	$2,129	$2,848,236	$3,976,999
Total	$7,916,938	$508,731	$8,019,396	$16,445,066

Data as of 3/31/2012

End of Addendum.

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CITY OF CHANDLER, ARIZONA

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE: **REQUEST FOR PROPOSALS**

SOLICITATION NO.: HR2-953-3111

PROPOSAL DUE DATE AND TIME: June 11, 2012 – 4:00 pm local Arizona time

LOCATION:
Purchasing Division
175 S Arizona Ave, 3RD Floor
Chandler, Arizona 85225

MAILING ADDRESS:
Mail Stop 901
P.O. Box 4008
Chandler, AZ 85244-4008

Note: There will be a Pre-Proposal Conference at the 3rd Floor Large Conference Room/City Hall Conference Rooms, 175 S Arizona Ave, 3rd Floor, Chandler, AZ on May 10, 2012 at 9:00 am local Arizona time.

Sealed proposals for the commodity or service specified will be received by the Purchasing Division, City of Chandler, 175 South Arizona Avenue, Chandler, Arizona 85225, until the time and date cited above. Names of Offerors received by the correct time and date will be opened publicly and read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Purchasing Division staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the solicitation invitation number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided on the following pages.

Commodity and/or Service **Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services**

Issue Date: April 24, 2012

CONTACT:

Kristy Garcia, CPPB
Procurement Officer
PH: (480) 782-2402 / FAX: (480) 782-2410
Email: kristy.garcia@ChandlerAZ.gov

THIS OFFER IS SUBMITTED BY:

Name of Company _____

Contact Name _____

SCHEDULE OF EVENTS

Issue Date of RFP	April 24, 2012
Pre-Proposal Conference	May 10, 2012 9:00 a.m.
Questions about RFP due by	May 15, 2012 4:00 p.m.
Responses to RFP Questions distributed via email	May 23, 2012
Proposal Due Date and Time	June 11, 2012 4:00 p.m.
Proposal Contract Award	No later than September 27, 2012 (Council)
Contract Start Date	January 1, 2013

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IMPORTANT
VENDOR / OFFEROR'S CHECK LIST

☐ 1. The offer has been signed in the Vendor/Offeror's Offer Section. (Offers not signed in this section will not be considered.)

☐ 2. The prices offered have been reviewed.

☐ 3. The price extensions and totals have been checked.

☐ 4. Any required drawings or descriptive literature have been included.

☐ 5. All items listed in the Offer Section have been responded to as applicable / required. (See Information and Instructions to Offerors, Section 2). The delivery/shipment information has been included.

☐ 6. Any addendums have been included/noted in Offer Section.

☐ 7. The mailing envelope/package has been addressed to:

Location:	Mailing:
City of Chandler	City of Chandler
Purchasing Division	Purchasing Division
175 S. Arizona Ave., 3rd Floor	MS 901, P.O. Box 4008
Chandler, AZ 85225	Chandler, AZ 85244-4008

☐ 8. RFP Package/Envelope has been identified with RFP number and title.

☐ 9. The offer is mailed in time to be received and stamped in by Purchasing representative no later than specified time on designated date. (Otherwise the offer cannot be considered.)

☐ 10. Required Certificate of Insurance with required limits will be provided prior to award.

☐ 11. Contractor Immigration Warranty (Exhibit A) has been signed and included with Offer.

ATTACHMENTS that MUST be completed with submission of offer as stipulated as an RFP requirement:

A. Respondent Questionnaire
B. Respondent Proposed Fund Lineup
C. Pricing Sheet
D. Deviations to Scope of Services (last tab in the Respondent Questionnaire)
E. Amendments (if necessary)

SECTION 1
GENERAL INFORMATION

INTRODUCTION

The City of Chandler (the "City") is soliciting proposals from qualified firms to provide Deferred Compensation 457 Plan Administration, Investment and Trust Services. The City is also requesting quotes for Administration, Investment and Trust Services for three Retirement Health Savings Plans. This solicitation seeks a provider of services for the period of January 1, 2013 through December 31, 2015, with an option to renew for two additional three-year periods.

CITY OF CHANDLER BACKGROUND

The City of Chandler is one of the fastest growing communities in the nation with a current population of approximately 250,000. More information about the City can be found at www.Chandleraz.gov.

The City currently has 1,544 eligible employees and 351 terminated or retired participants with balances in the 457 plan. There are currently 1,949 active and retired participants with balances in the three Retirement Health Savings plans.

ICMA RC is the current provider of the services covered by this RFP. Meritain Health administers claims for the Retirement Health Savings plans.

RESERVATION OF RIGHTS

To the extent allowed by law, the City reserves the right:

1. To reject any and all responses to this RFP;
2. To waive any formalities;
3. Upon review of a response to this RFP, to request additional clarification;
4. To investigate whether the proposed personnel and/or services are sufficient to endure the proper performance of the contract in the event of an award;
5. To enter into negotiations; and
6. To accept or reject responses to this RFP "as is".

SECTION 2
INFORMATION AND INSTRUCTIONS TO OFFERORS

1. **RFP.** This procurement is a Request for Proposals for Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services; RFP No. HR2-953-3111.

2. **DEFINITIONS**

2.1. **Shall and Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

2.2. **Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.

2.3. **May:** Indicates something that is not mandatory but permissible.

2.4. **For purposes of this contract, the following definitions shall apply**:

- *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- *"City"* means the City of Chandler
- *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- *"Contractor"* means any person who has or proposes to have a Contract with the City of Chandler.
- *"Days"* means calendar days unless otherwise specified.
- *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- *"Offer"* means bid, proposal or quotation.
- *"Offeror"* means a vendor who responds to a Solicitation.
- *"Procurement Officer"* means the person, or his or her designee, duly authorized by the City to enter into and administer Contracts and make written determinations with respect to the Contract.
- *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- *"Solicitation Addendum"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- *"Subcontract"* means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

3. **GENERAL INFORMATION**

3.1. Offers must be received by City of Chandler Purchasing Office, 175 South Arizona Ave. 3rd Floor, Chandler, Arizona 85225, on or before 4:00 P.M. local Arizona time, on June 11, 2012.

3.2. **Late Offers will not be accepted.** Late submittals and/or unsigned Offers will not be considered under any circumstances. Envelopes containing Offers with insufficient postage will not be accepted by the

City. It is the sole responsibility of the Offeror to see that his/her Offer is delivered and received by the proper time and at the proper place.

3.3. **Pre-Proposal Conference.** A Pre-Proposal Conference has been scheduled for **9:00 A.M. local Arizona time on May 10, 2012** at the 3rd Floor Large Conference Room/City Hall Conference Rooms, 175 South Arizona Ave., 3rd Floor, Chandler, AZ. Potential Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation will be responded to by the City through a written Solicitation Addendum. Should you be unable to attend the meeting, please contact the Procurement Officer listed on page one, preferably before the Conference with any questions.

3.4. **Addendum.** This RFP may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addendums via the City of Chandler's Vendor Registration/Notification system or other means.

3.5. **Sealed Envelope or Package.** Each Offer shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as an Offer and be marked with name of the Offeror and Solicitation number. The City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.

3.6. **Offer Amendment or Withdrawal.** An Offer may be withdrawn anytime before the solicitation due date and time. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided by applicable law.

3.7. **Proposal Opening**. Offers shall be opened on the date and time, and the place designated on the notice page of this document, unless amended in writing by the Procurement Officer issuing the solicitation. The name of each Offeror shall be read at this time. Offers, modifications and all other information received in response to the Request for Proposals shall be shown only to authorized personnel having a legitimate interest in the evaluation.

3.8. **Public Record.** All Offers submitted in response to this Solicitation and all evaluation related records shall become property of the City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or as otherwise required by law.

3.8.1. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in Offers submitted.
3.8.2. The City will not insure confidentiality of any portion of the Solicitation documents that are submitted in the event that a public record request is made.
3.8.3. The City will provide 48 hour notice before releasing materials identified by the Offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.

3.9. **Cost of Offer Preparation.** The City will not reimburse any Offeror the cost of responding to a solicitation.

3.10. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.11. **Offer Acceptance Period.** All Offers shall remain open for 120 days after the day of the opening of Offers, but the City may, at its sole discretion, release any Offer and return the security (as applicable)

prior to that date. No Offeror may withdraw his Offer during this period without written permission from the City. Should any Offeror refuse to enter into a contract, under the terms and conditions of the procurement, the City may retain the security (as applicable), not as a penalty, but as liquidated damages.

3.12. **Term of Contract.** Please see the attached contract for a description of the term of the contract.

4. **Vendor Registration.** Vendors (Offerors) must register via the on-line Vendor Registration system at www.chandleraz.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. Select the BUSINESS tab, then select DOING BUSINESS WITH THE CITY, then click on VENDOR REGISTRATION SYSTEM, read or print the instructions, then select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation.

5. DESCRIPTION OF SERVICES BEING PROCURED

5.1. Please see the attached contract for detailed specifications / scope of work and a description of the procurement.

5.2. **Cooperative Use of Contract:** Please see the attached contract for the cooperative use provisions.

6. OFFER PREPARATION

6.1. **Format.** Offerors shall submit their Offer with **an original and two (2) exact copies (3 total) and one (1) exact copy on a CDROM disc in Microsoft Office Word or Excel format (2010 version or lower)** and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

6.2. **No Facsimile or Electronic Mail Offers.** Offers may not be submitted in facsimile or electronically. A facsimile or electronic mail Offer shall be rejected.

6.3. **Typed or Ink Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer.

6.4. **No Modifications.** Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

6.5. **Content.** The Offer Section shall contain all of the following information:

6.5.1. Brief description of the Offeror, including legal organization. Include name, address and location of the firm's principle and local office.

6.5.2. **Tax ID Number.** Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section. A City of Chandler Sales Tax Number, if applicable, must also be supplied.

6.5.3. **Licenses.** Offeror must list all applicable licenses and numbers in the Offer Section.

6.5.4. **Exceptions to Solicitation.** Any exceptions to the Specifications or Contract terms must be included with the Proposal and submitted on the 'Exceptions to Solicitation' area in Offer Section or equivalent in which the Offeror clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed Form of Contract is included as a part of this RFP. In your Offer you must include a statement that you have reviewed the contract and

list any objections to them. Any objections to specifications or the Form Contract will be considered and included in City's evaluation of your offer. If you fail to list any objections to the specifications or form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation, specifications or contract, may be rejected as non-responsive.

6.5.5. **Disclosure.** If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

6.5.6. **Insurance.** The Offeror shall submit the enclosed Certificate of Insurability with their Offer to the City.

6.5.7. **Prices.** Prices shall be listed in the Offer Section (Please refer to Attachment C) and shall include all freight, insurance, warranty costs, and any other applicable costs.

6.5.8. **Prompt Payment Terms.** Offeror must indicate any applicable prompt payment terms in the areas provided in the Offer Section.

6.5.9. **Taxes.** Offeror must list all applicable taxes separately in the areas provided in the Offer Section.

6.5.10. **Financial Statement.** Offeror shall furnish, upon request, two (2) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by City. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire Offer.

6.5.11. **Other** information required to be supplied with Offer (**see "Requirements for Proposal")**

6.5.12. **References.** Offeror shall list at least three references of other governmental agencies to which Offeror has supplied similar goods or services, including names, addresses, telephone numbers and email addresses. The City reserves the right to only contact references from firms deemed as reasonably susceptible of receiving a contract award.

6.5.13. **Payment**. Offerors may agree to accept the City Procurement Card (MasterCard) for payment. It is requested that each Offeror indicate on the Offer Section of this RFP, their willingness to accept City Procurement Card (MasterCard) payments. The inability to accept payment by City Procurement Card (MasterCard) will not disqualify an Offerors response.

Offerors may also agree to accept other traditional payment methods, including automated clearinghouse (ACH). Payment terms for traditional payment methods are Net 30 upon receipt of an accurate invoice, although the Offeror may offer additional discounts for early payment within their proposal.

6.5.14. **Contractor Immigration Warranty.** The Offeror shall submit the enclosed Contractor Immigration Warranty (Exhibit A) with their Offer to the City.

6.5.15. **Solicitation Addendum Acknowledgement.** Each Solicitation Addendum shall be acknowledged in the Offer section, which shall be submitted together with the Offer on the Offer due date and time. Failure to note a Solicitation Addendum may result in rejection of the Offer.

6.5.16. **Evidence of Intent to be bound.** The Offer Section within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

6.5.17. **Non-collusion and Non-discrimination.** By signing and submitting the Offer, the Offeror certifies that:

A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

C. The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, Offeror shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

7. INQUIRIES

7.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

7.2. Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Procurement Officer listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other City employee unless the Solicitation specifically identifies a person other than the Procurement Officer as a contact.

7.3. Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an offer and not be opened until after the Offer due date and time. The City shall consider the relevancy of the inquiry but is not required to respond in writing.

7.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Offer due date and time for review and determination by the City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

7.5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

8. EVALUATION

8.1. **Disqualification.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Offer rejected.

8.2. **Clarifications.** The City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.

8.3. **Waiver and Rejection Rights.** City of Chandler reserves the right to reject any or all Offers or to cancel the solicitation altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.

8.4. **Taxes.** All applicable taxes stated in the offer shall not be considered by the City when determining the lowest bid or evaluating proposals.

8.5. **Evaluation Criteria.** The evaluation criteria are listed below in their relative order of importance.

8.5.1. **Participant Education and Support Services: (25%)**

8.5.2. **Investments: (25%)**

8.5.3. **Administration, Recordkeeping and Trust/Custodial Services: (20%)**

8.5.4. **Fees: (20%)**

8.5.5. **Organizational History and References (Vendor Qualifications): (10%)**

8.6. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

8.7. **Discussion with Responsible Offerors and Revision to Proposal.** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded 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 any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

8.7.1. Determine in greater detail such Offeror's qualifications;

8.7.2. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach and potential product offerings;

8.7.3. Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;

8.7.4. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

9. AWARD

9.1. **Execution of Contract.** Within ten (10) days of Notice that Offeror is the recommended awardee, Offeror shall execute and return the original Contract to Purchasing.

9.2. **Award(s).** Award(s) shall be made to the Offeror(s) deemed most advantageous to the City based upon the listed evaluation criteria.

10. PROTESTS

10.1. A Protest must be in writing and be filed with the Purchasing Office.

A protest of a Solicitation shall be received before the Solicitation opening date.

A protest of a proposed award requiring City Council approval must be filed within 5 calendar days of the first posting of the award recommendation. Award recommendations are posted on the Purchasing web site at www.chandleraz.gov/purchasing and/or the City Clerk web site at http://www.chandleraz.gov/default.aspx?pageid=1007 if the due date occurs on a weekend or holiday the protest must be filed the next business day.

A protest of an award not requiring City Council approval (less than $50,000 or $30,000 for Consultants) must be submitted within ten (10) days after the protester knows or should have known the basis of the protest.

10.2. **A protest must include:**

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

10.3. **CITY will review the protest and issue a written response.**

11. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: City of Chandler Purchasing Office, ATTN: Purchasing, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85244-4008.

SECTION 3
OFFER SECTION – ATTACHMENT A
(Including all information required to be submitted with Offer)

1. **OFFEROR**

Firm Name: _____

Contact Name: _____

Principal Address: _____

_____

Phone: _____

Local Address: _____

_____

Phone: _____

Fax: _____

E-Mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

2. Exceptions to RFP: _____
(See Information & Instructions §6.5.4 Exceptions to Solicitation)

3. Disclosure of Debarment information: _____
(See Information & Instructions §6.5.5 Disclosure

4. Prices:

A. Price list (Refer to Attachment C)

B. Prompt Payment Terms:_____

C. Will you accept a City Procurement Card (MasterCard) for payment of invoices? _____

D. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

5. Receipt of Addenda:

Offeror acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date

6. Intent to be bound by Offer:

SIGNATURE PAGE

If OFFEROR is:

An Individual

By: _____
(Individual's Signature)

_____
(Printed or typed Name of Individual)

Doing business as: _____

License or Registration No.: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

A Partnership

By: _____
(Firm Name)

_____
(Partner's Signature)

(Printed or Typed Name of Partner)

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

A Corporation

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Signature of Officer Authorized to Sign)

_____
(Printed or Typed Name of Officer)

Attest: _____
(Secretary)

Federal I.D. Number: _____

Business Address: _____

_____

Phone No: _____

Fax No: _____

A Joint Venture

By: _____
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

By: _____
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF INSURANCE REQUIREMENT

I hereby certify that as an Offeror to City of Chandler for the **Deferred Compensation 457 Plan and RHS Administration, Investment and Trust Services; Contract No. HR2-953-3111**, I am fully aware of Insurance Requirements contained in the Contract and by the submission of this offer, I hereby assure City of Chandler that I am able to produce the Insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City of Chandler, and then become unable to produce the Insurance coverage specified within ten working days, I am fully aware and understand that I may not be considered for further projects by City of Chandler.

Signature of Offeror	Company
Date	

SECTION 4
PROPOSAL REQUIREMENTS

This section of the RFP lists the items, which **require specific, written responses or confirmations**. To be considered for selection, respondents shall meet the following requirements:

1. MINIMUM REQUIREMENTS:

A. Be licensed to provide the services requested, in the State of Arizona, if services requested require such licensure.
B. Must exhibit extensive experience in deferred compensation plan administration and the services being proposed.
C. Must acknowledge or confirm that all parts of this RFP have been read and that the Proposal submitted is in accordance therewith.
D. Must submit a completed, signed Offer and Acceptance form (Attachment A). Form must be signed by an authorized company official with the authority to submit a proposal and enter into a binding agreement on behalf of the company.
E. Must submit all answers to the scope requirements, questionnaire, required attachments, and specific details on any deviations from the requirements of this RFP. All answers must be in the order in which the questions are asked. Any deviations must be clearly explained in a separate section marked "Deviations" contained within your submission to this RFP.
F. Must submit a completed pricing schedule (Attachment C).
G. Comply with all term requirements in standard and special terms and conditions.

2. SPECIFIC REQUIREMENTS:

A. Effective Date and Term: The contract shall be first effective January 1, 2013. The Term of the contract shall be for three calendar years with option to renew for two additional three-year terms. Multiple year pricing is highly recommended but not mandatory.

B. Deferred Compensation 457 Plan Services:

1. Contractor must provide 457 plan recordkeeping services with daily account valuation and same-day fund transfer capabilities.

2. Contractor must provide and maintain a secure website allowing access by all participants with a balance in the plan in order to:

- View account balances in total, and by fund and contribution source
- Modify contribution rates
- Modify investment elections
- Access daily fund price information
- Initiate exchanges among the plan's selected investment offerings
- Model and request new loans
- Request fund detail sheets/prospectuses

3. Contractor must provide and maintain a secure website allowing certain specified City employees access in order to:

- View account balances on a participant and plan level basis, in total, and by fund and contribution source
- Obtain plan-level information and reports
- Assist participants in enrolling and/or making contribution rate changes

4. Contractor must provide a call center accessible to participants, without toll or other call-related charges, in order to:

   - Obtain account balances in total, and by fund and contribution source
   - Modify contribution rates
   - Modify investment elections
   - Obtain daily fund price information
   - Initiate exchanges among the plan's selected investment offerings
   - Request fund detail sheets/prospectuses

   Call center availability must be, at minimum, 6:00 A.M. to 5:00 P.M. MST

5. Contractor must provide an on-site representative(s) to assist City employees with enrollments and provide investment guidance and to lead group meetings covering such topics as investment basics, retirement planning and new legislative developments affecting 457 plan participants. On-site representatives shall be available – by appointment – to meet one-on-one with participants and new enrollees no less than one day per calendar month. In addition, on-site representatives will be expected to lead at least one group meeting – at a City facility – per calendar quarter.

6. Contractor must provide trust/custody services to the plan compliant with industry standards. Such services shall include same-day trading agreements and, where applicable, fully disclosed fee sharing arrangements, covering all investment funds offered by the plan.

C. Retirement Health Savings Plan Services:

1. Contractor must provide Retirement Health Savings plan recordkeeping services with daily account valuation and same-day fund transfer capabilities.

2. Contractor must provide and maintain a secure website allowing access by all participants with a balance in the plan in order to:

   - View account balances in total, and by fund and contribution source
   - Modify investment elections
   - Access daily fund price information
   - Initiate exchanges among the plan's selected investment offerings
   - Request fund detail sheets/prospectuses

3. Contractor must provide and maintain a secure website allowing certain specified City employees access in order to:

   - View account balances on a participant and plan level basis, in total, and by fund and contribution source
   - Obtain plan-level information and reports
   - Assist participants in enrolling

4. Contractor must provide a call center accessible to participants, without toll or other call-related charges, in order to:

   - Obtain account balances in total, and by fund and contribution source
   - Modify investment elections
   - Obtain daily fund price information

- Initiate exchanges among the plan's selected investment offerings
- Request fund detail sheets/prospectuses

5. Contractor must agree to interface with the current claims administrator – Meritain Health (if City chooses not to utilize offeror's claims administrator) – in order to transfer funds for the purpose of processing accurate and timely expense reimbursements.

3. DENIAL OF ELIGIBILITY:

A. Contractor shall not deny any eligible person benefits to which otherwise entitled under the Plan, due to the error or omission of the City.

4. IMPLEMENTATION REQUIREMENTS:

A. To properly implement the Plan by the effective date, the Contractor must undertake the following implementation activities:

(1) Contractor must provide a specimen custom plan document(s) or plan document boilerplate(s) to conform to City specifications depending on the services provided.
(2) Contractor must provide documents required in these specifications within 3 months of the effective date of award.
(3) Contractor must provide customized enrollment and communications packages.
(4) Contractor must audit and reconcile conversion accounts on a participant, fund and plan level basis.
(5) Contractor must send all enrollment/communication materials to employees via first class mail, unless otherwise authorized by City.
(6) Contractor shall provide and pay for all claims forms and checks, certificates of insurance, announcement forms and any other forms required for proper administration of all plans.

5. COMMISSIONS:

A. No commissions, bonus, 12b-1 fees or fee sharing arrangements shall be payable unless they do not change the price/cost of services proposed within this RFP and approved in writing by City. Should any monies be payable to the Contractor (or Contractor's consultants or subcontractors) they must be fully disclosed to City and approved by the City.

6. EVIDENCE OF INSURABILITY:

A. No evidence of insurability shall be required except to the extent specifically provided for by City or by law.

7. PLAN FORMS, COMMUNICATIONS AND FULFILLMENT DOCUMENTS

A. Contractor shall be responsible for drafting and printing of all communications materials, statements of accounts, transaction confirmations, benefit and reimbursement checks, and any other fulfillment materials related to the administration of the plans. If necessary, cover artwork and paper stock should match that used by "City brochures." City shall provide camera-ready artwork for covers. All such materials shall be subject to review and modification by the City.

8. ENROLLMENT AND TRANSITION:

A. Contractor shall assist the City in the initial enrollment process. Enrollment/ Education meetings (as required by the City) shall occur at selected locations throughout the City. Contractor must

assign a representative to attend such employee meetings. The representative would, at the request of the City, answer questions and/or make a presentation.

9. RENEWALS:

A. Contract renewal quotations shall be required six months prior to the end of the three-year contract term (i.e., July 1, 2015).

10. DEVIATIONS FROM RFP:

A. Contractor must provide a separate listing of each circumstance in which its proposal differs from any terms or conditions of this RFP or from the Plan. Failure to list such a deviation, exclusion, restriction or limitation shall result in that terms of the proposal being disregarded in favor of the correlative term(s) of the RFP or Plan. All deviations should be identified in Attachment B of the Questionnaire (last tab of the electronic Excel document). All deviations should identify the section and item number relating to the deviation.

11. SIGNATURE:

A. Each proposal must include a statement attesting that the information therein is complete and accurate that the individual signing on behalf of Contractor has the power to bind Contractor. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

SECTION 5
CURRENT/HISTORICAL INFORMATION

The City of Chandler maintains a deferred compensation plan that is maintained in accordance with Internal Revenue Code Section 457 (the "457 Plan"). The City has also established three Retirement Health Savings Plans (the "RHS Plans"). One RHs Plan covers all full-time employees and benefit-eligible part-time employees. A second RHS Plan covers City Council members. Finally, a third RHS Plan covers retirees eligible for Medical Expense Reimbursement Plan payments. Administrative, investment and trust services for all plans are currently provided by ICMA-RC.

In responding to this RFP, you must bid to provide services to ***all*** of the plans (the 457 Plan plus all three RHS Plans).

General information about the plans is as follows:

General Information (as of 12/31/2011)

	457 Plan	RHS Plan 1	RHS Plan 2	RHS Plan 3
Eligible employees	1,544	1,544	7	93
Participants				
• With current contributions	1,234	1,544	1	0
• Receiving periodic distributions	43	N/A	N/A	N/A
• With balances	1,585	1,852	4	93
Trailing 12 months contributions (excluding rollovers)	$4,910,640	$1,371,351	$6,867	$0
Trailing 12 months rollovers in	$1,104,822	N/A	N/A	N/A
Trailing 12 months withdrawals/distributions	$3,437,098	N/A	N/A	N/A
Trailing 12 months medical reimbursements	N/A	$718,051	$10,921	$11,570
Trailing 12 months new loans	$1,724,846	N/A	N/A	N/A
# of new loans – trailing 12 months	214	N/A	N/A	N/A
# of outstanding loans	495	N/A	N/A	N/A
# of new enrollments – trailing 12 months	79	81	1	0
# of distributions – trailing 12 months	447	N/A	N/A	N/A
# of medical reimbursement claims – trailing 12 months	N/A	1,404	36	84
Payroll software	Oracle	Oracle	Oracle	Oracle
# of payroll files per year sent to recordkeeper	38	26	26	0
Contribution frequency	Bi-weekly and monthly	Bi-weekly	Monthly	N/A
Number of Investment Options Available	Fifty	Twenty-nine	Three	Twenty-one

Operational Information (as of 12/31/2011)

	457 Plan
Eligibility	All employees of the City of Chandler are eligible to participate on the first day of the month following the completion of 30 days of employment and the execution of a deferral agreement.
Plan year	1/1-12/31
Participation	Participation in the 457 Plan is voluntary
Vesting	All accounts are 100% vested
Valuation	Daily
Contributions (pre-tax, catch-up)	Employee- IRS dollar limits, catch-up allowed. The City of Chandler wants to add a Roth 457 account feature.
Rollovers	Allowed, EGTRRA expansion but no after-tax money.
Plan-to-Plan Transfers	Transfers from other eligible deferred compensation plans maintained by a governmental or tax-exempt organization are accepted. Transfers to other eligible deferred compensation plans maintained by a governmental or tax-exempt organization are permitted. Transfers to a governmental defined benefit plan (as defined in IRC Section 414(d)) for the purpose of purchasing a permissive service credit are allowed.
Loans	Allowed – A maximum of five (5) outstanding loans per participant (loan provisions written in accordance with DOL/IRS regulations). No more than one loan may be made to any participant in one calendar year.
Distribution options	Lump sum distributions and rollovers to an IRA or another qualified plan are allowed. Also allowed are: • Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the participant • Approximately equal monthly, quarterly, semi-annual or annual payments calculated to be paid for a period certain that is chosen by the participant • Annual payments equal to the Required Minimum Distribution according to IRC Section 401(a)(9)(G) over the life expectancy of the participant or over the joint life expectancy of the participant and a beneficiary
Investments	There are currently fifty investment options (including Stable Value). The City of Chandler wants to establish a Self-Directed Brokerage option.

	RHS Plan for Employees
Eligibility	This, the largest RHS Plan, covers all full-time and benefit-eligible part-time employees.
Participation	Participation in the RHS Plan is mandatory beginning the 1st day of the month following one full calendar month of employment
Plan year	1/1-12/31
Contributions	All RHS contributions are credited to participant accounts on a pre-tax basis and are not subject to Social Security, Medicare, or income taxes. The following types of contributions exist under the Plan: *Direct Employer Contributions* – The City of Chandler contributes $15.00 per pay period for the Plan Year. Upon retirement from employment with the City, employees may elect to have the City contribute an amount equal to 50% of their accrued sick pay into the RHS plan. Also upon retirement from employment with the City, the City contributes $800.00 per 12-month year of City of Chandler service, prorated for any partial year, provided the employee has a minimum of five (5) years of employment at the City. *Mandatory Employee Leave Contributions* – Subject to an election by the employee, the City of Chandler makes annual contributions of accrued vacation leave over 240 hours (up to a maximum of 40 hours or the equivalent as computed under the rule for Fire Department employees assigned to more than a 40-hour week or the rule for regular employees who work less than full-time but at least 1,040 hours or more per year in a part-time regular budgeted position). There is no plan-defined limit on the percentage or dollar amount of earnings that may be contributed on behalf of an employee.
Vesting period	Direct Employer Contributions are 100% vested upon the completion of 5 years of service or upon the death of the employee while in service. Mandatory Employee Leave Contributions are always 100% vested.
Forfeitures	Forfeitures of non-vested accounts are used to reduce future City of Chandler contributions or to pay expenses, as determined by the City of Chandler. If a participant dies without a surviving spouse or surviving eligible dependents, vested accounts will be reallocated among remaining plan participants on a per capita basis.
Eligibility for benefits	Employees become eligible to receive medical expense benefits immediately upon retirement from the City of Chandler into the Arizona State Retirement System or Public Safety Personnel Retirement System. Employees also become eligible to receive medical expense benefits in the event of permanent and total disability (as defined by the Plan).
Investments	There are currently twenty-nine investment options.

	RHS Plan for City Council Members
Eligibility	The Plan covers City Council members and the Mayor
Participation	Participation in the RHS Plan is subject to an annual election. Once a member elects to participate in the plan, participation is irrevocable.
Plan year	1/1-12/31
Contributions	All RHS contributions are credited to participant accounts on a pre-tax basis and are not subject to Social Security, Medicare, or income taxes. The following types of contributions exist under the Plan: *Direct Employer Contributions* – Upon retirement, the City contributes $800.00 per 12-month year of City of Chandler service, prorated for any partial year, with a minimum of 1 term served on the City of Chandler's City Council. There is no plan-defined limit on the percentage or dollar amount of earnings that may be contributed on behalf of an employee.
Vesting period	Direct Employer Contributions are 100% vested upon the completion 1 term served on City of Chandler's City Council. Designated beneficiaries will also become 100% vested upon the death of the City Council member.
Forfeitures	Forfeitures are used to reduce future City of Chandler contributions or to pay expenses, as determined by the City of Chandler. If a participant dies without a surviving spouse or surviving eligible dependents, vested accounts will be reallocated among remaining plan participants on a per capita basis.
Eligibility for benefits	Members become eligible to receive medical expense benefits immediately upon separation from service.
Investments	There are currently three investment options.

	RHS Plan for Retirees eligible to receive MERP Payments
Eligibility	The Plan covers City Retirees who were eligible to receive a MERP (Medical Expense Reimbursement Plan) payment as of March 1, 2006.
Participation	For this select group of retirees, participation in the RHS Plan is mandatory.
Plan year	1/1-12/31
Contributions	All RHS contributions are credited to participant accounts on a pre-tax basis and are not subject to Social Security, Medicare, or income taxes. The following types of contributions exist under the Plan: *Direct Employer Contributions* – The City contributes $100 per month beginning March 1, 2006 up to and including the retiree's 65th birth month. There is no plan-defined limit on the percentage or dollar amount of earnings that may be contributed on behalf of an employee.
Vesting period	Direct Employer Contributions are always 100% vested.
Forfeitures	If a participant dies without a surviving spouse or surviving eligible dependents, vested accounts will be reallocated among remaining plan participants on a per capita basis.
Eligibility for benefits	All current participants are eligible to receive medical expense benefits.
Investments	There are currently twenty-one investment options.

Investments

As of December 31, 2011, the 457 Plan had $59 million in assets invested in the following fund options:

Options	Plan Assets	% of Plan	Asset Class Totals	% of Plan
Vantage Plus Trust Fund	$16,654,211	28.22%		
Vantage Trust Cash Management	$203,014	0.34%		
VT 5-year CD	$168,417	0.29%		
Total Assets in Stable Value/Cash Funds			$17,025,642	28.84%
VT Vantagepoint Core Bond Idx	$1,076,602	1.82%		
VT PIMCO Total Return	$819,558	1.39%		
VT Vantagepoint Infl Prot Sec	$877,436	1.49%		
VT PIMCO High Yield	$309,198	0.52%		
Total Assets in Bond Funds			$3,082,794	5.22%
VT Retirement IncomeAdvantage	$193,751	0.33%		
VT Vantagepoint MS Retirement Income	$90,812	0.15%		
VT Vantagepoint Milestone 2010	$170,808	0.29%		
VT Vantagepoint Milestone 2015	$707,144	1.20%		
VT Vantagepoint Milestone 2020	$688,750	1.17%		
VT Vantagepoint Milestone 2025	$576,568	0.98%		
VT Vantagepoint Milestone 2030	$603,262	1.02%		
VT Vantagepoint Milestone 2035	$411,191	0.70%		
VT Vantagepoint Milestone 2040	$163,743	0.28%		
VT Vantagepoint Milestone 2045	$128,064	0.22%		
VT Vantagepoint MP Savings Oriented	$1,086,425	1.84%		
VT Vantagepoint MP Conserv Growth	$948,544	1.61%		
VT Vantagepoint MP Traditional Growth	$1,982,762	3.36%		
VT Vantagepoint MP Long-Term Growth	$5,009,810	8.49%		
VT Vantagepoint MP All-Equity Growth	$1,969,405	3.34%		
Total Lifetime Inc/Target Date/Target Risk Funds			$14,731,039	24.96%
VT Fidelity Puritan	$1,036,989	1.76%		
Total Balanced Funds			$1,036,989	1.76%
VT Vantagepoint Equity Income	$1.938,490	3.28%		
VT Eaton Vance Large Cap Value	$88,572	0.15%		
VT Allianz NFJ Div Value	$372,128	0.63%		
VT Vantagepoint 500 Stock Index	$1,049,264	1.78%		
VT Vantagepoint Growth & Income	$1,175,934	1.99%		
VT Vantagepoint Broad Market Index	$1,678,351	2.84%		
VT Oppenheimer Main Street	$204,011	0.35%		
VT Vantagepoint Growth	$3,398,894	5.76%		
VT Fidelity ContrafundA	$2,951,289	5.00%		
VT Calvert Equity Portfolio	$164,286	0.28%		
VT T Rowe PriceA Growth Stock	$507,507	0.86%		
VT Vantagepoint Select Value	$29,381	0.05%		
VT Goldman Sachs Mid Cap Value	$252,368	0.43%		
VT Columbia Mid Cap Value	$90,526	0.15%		
VT Vantagepoint Mid/Small Company Index	$699,832	1.19%		
VT Vantagepoint Aggressive Ops	$2,144,148	3.63%		
VT Harbor Mid Cap Growth	$51,259	0.09%		
VT Royce Premier	$463,067	0.78%		
VT Rainier Small/Mid Cap Equity	$867,189	1.47%		
VT Vantagepoint Discovery	$36,109	0.06%		
VT T Rowe PriceA Small-Cap Value	$1,268,260	2.15%		
VT Royce Value Plus	$148,894	0.25%		
Total U.S. Equity Funds			$19,579,759	33.17%

Options	Plan Assets	% of Plan	Asset Class Totals	% of Plan
VT Vantagepoint International	$839,966	1.42%		
VT Vantagepoint Overseas Equity Index	$864,062	1.46%		
VT Fidelity Diversified International	$892,776	1.51%		
VT Harbor International	$176,466	0.30%		
Total International Equity Funds			$2,773,270	4.70%
VT Nuveen Real Estate Securities	$796,217	1.35%		
Total Specialty Funds			$796,217	1.35%
PLAN TOTALS	$59,025,710			

As of December 31, 2011, the RHS Plan covering full-time and benefit-eligible part-time employees had $8.8 million in assets invested in the following fund options:

Options	Plan Assets	% of Plan	Asset Class Totals	% of Plan
Dreyfus Cash Management	$232,035	2.63%		
VT Vantagepoint Money Market	$0	0.00%		
Total Assets in Cash Funds			$232,035	2.63%
VT Vantagepoint Low Duration Bond	$67,419	0.76%		
VT Vantagepoint Core Bond Index	$134,002	1.52%		
VT Vantagepoint Infl Prot Sec	$174,526	1.98%		
Total Assets in Bond Funds			$375,947	4.26%
VT Vantagepoint MS Retirement Income	$940,946	10.66%		
VT Vantagepoint Milestone 2010	$1,085,495	12.30%		
VT Vantagepoint Milestone 2015	$1,734,162	19.65%		
VT Vantagepoint Milestone 2020	$1,255,107	14.23%		
VT Vantagepoint Milestone 2025	$738,604	8.37%		
VT Vantagepoint Milestone 2030	$579,111	6.56%		
VT Vantagepoint Milestone 2035	$511,931	5.80%		
VT Vantagepoint Milestone 2040	$290,729	3.30%		
VT Vantagepoint Milestone 2045	$149,996	1.70%		
VT Vantagepoint MP Savings Oriented	$83,981	0.95%		
VT Vantagepoint MP Conserv Growth	$33,635	0.38%		
VT Vantagepoint MP Traditional Growth	$78,490	0.89%		
VT Vantagepoint MP Long-Term Growth	$61,610	0.70%		
VT Vantagepoint MP All-Equity Growth	$115,307	1.31%		
Total Lifetime Inc/Target Date/Target Risk Funds			$7,659,104	86.80%
VT Vantagepoint Equity Income	$59,734	0.68%		
VT Vantagepoint 500 Stock Index	$100,853	1.14%		
VT Vantagepoint Growth & Income	$64,531	0.73%		
VT Vantagepoint Broad Market Index	$64,586	0.73%		
VT Vantagepoint Growth	$14,925	0.17%		
VT Vantagepoint Select Value	$30,899	0.35%		
VT Vantagepoint Mid/Small Company Index	$49,244	0.56%		
VT Vantagepoint Aggressive Ops	$105,696	1.20%		
VT Vantagepoint Discovery	$11,969	0.14%		
Total U.S. Equity Funds			$502,437	5.70%
VT Vantagepoint International	$10,158	0.12%		
VT Vantagepoint Overseas Equity Index	$43,460	0.49%		
Total International Equity Funds			$53,618	0.61%
PLAN TOTALS	$8,823,141			

As of December 31, 2011, the RHS Plan covering City Council members had $8,200 in assets invested in the following fund options:

Options	Plan Assets	% of Plan	Asset Class Totals	% of Plan
VT Vantagepoint MS Retirement Income	$7,115	86.70%		
VT Vantagepoint Milestone 2015	$723	8.81%		
VT Vantagepoint Milestone 2035	$368	4.49%		
Total Lifetime Inc/Target Date/Target Risk Funds			$7,659,104	86.80%
PLAN TOTALS	$8,206			

As of December 31, 2011, the RHS Plan covering retirees eligible for Medical Expense Reimbursement Plan payments had $416,000 in assets invested in the following fund options:

Options	Plan Assets	% of Plan	Asset Class Totals	% of Plan
VT Vantagepoint Money Market	$0	0.00%		
Total Assets in Cash Funds			$0	0.00%
VT Vantagepoint Low Duration Bond	$10,767	2.59%		
VT Vantagepoint Infl Prot Sec	$16,092	3.87%		
Total Assets in Bond Funds			$26,859	6.46%
VT Vantagepoint Milestone 2010	$99,820	24.00%		
VT Vantagepoint Milestone 2015	$117,147	28.16%		
VT Vantagepoint Milestone 2020	$31,914	7.67%		
VT Vantagepoint Milestone 2025	$8,607	2.07%		
VT Vantagepoint Milestone 2030	$1,084	0.26%		
VT Vantagepoint MP Savings Oriented	$30	0.00%		
VT Vantagepoint MP All-Equity Growth	$8,825	2.12%		
VT Vantagepoint MP Retirement Income	$83,855	20.16%		
Total Lifetime Inc/Target Date/Target Risk Funds			$351,282	84.44%
VT Vantagepoint Equity Income	$6,892	1.66%		
VT Vantagepoint 500 Stock Index	$4,565	1.10%		
VT Vantagepoint Growth & Income	$4,021	0.97%		
VT Vantagepoint Broad Market Index	$1,104	0.27%		
VT Vantagepoint Growth	$5,596	1.35%		
VT Vantagepoint Select Value	$1,075	0.26%		
VT Vantagepoint Mid/Small Company Index	$3,135	0.75%		
VT Vantagepoint Aggressive Ops	$3,192	0.77%		
Total U.S. Equity Funds			$29,580	7.13%
VT Vantagepoint International	$5,919	1.42%		
VT Vantagepoint Overseas Equity Index	$2,294	0.55%		
Total International Equity Funds			$8,213	1.97%
PLAN TOTALS	$415,934			

Stable Value Fund

The plan currently utilizes a stable value product. While we will accept bids from potential providers that may substitute an insurance company general account investment for the stable value fund, it should be noted that the City of Chandler would prefer to continue using a stable value or other 'Separate Account' option as its core 'interest bearing' fund offering.

SECTION 6
CITY OF CHANDLER SERVICES AGREEMENT
DEFERRED COMPENSATION 457 PLAN AND RHS ADMINISTRATION, INVESTMENT AND TRUST SERVICES
AGREEMENT NO.: HR2-953-3111

THIS AGREEMENT is made and entered into this day of , 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and (Add if applicable - a Corporation of the State of, etc), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Human Resource Director/designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3. Sub-contractors. During the performance of the Agreement, CONTRACTOR may engage such additional subcontractors as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide Deferred Compensation 457 Plan and Retirement Health Savings Administration, Investment and Trust Services all as more specifically set forth in the Scope of Services, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.

2.3. Advertising, Publishing and Promotion of Contract. CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1. Pursuant to the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the City that CONTRACTOR and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

2.4.2. A breach of Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

2.4.3. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the City in the conduct of any such inspections.

2.4.4. The City may, at its sole discretion, conduct random verifications of the employment records of CONTRACTOR and any Subcontractors to ensure compliance with Contractors Immigration Warranty. CONTRACTOR agrees to assist the City in performing any such random verification.

2.4.5. The provisions of this Article must be included in any contract CONTRACTOR enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6. In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7. In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. Records. CONTRACTOR shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of seven years after the completion of the Contract, to include participant indicative data, contribution data, medical reimbursement claims records, individual case review and notes, and any member inquiry records as prudent business practice and provisions dictate.

3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR'S or any Subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

The CONTRACTOR shall also provide an annual audit of its internal administrative operations at no additional cost to the CITY. Results shall be delivered to the CITY no later than 90 days after the completion of the plan year.

3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Dollars ($) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. **Estimated Quantities.** The quantities shown on Attachment C (the Pricing Schedule) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

5. **TERM:**

5.1. The contract term is for a three year period, January 1, 2013 through December 31, 2015, with the option to renew for two additional three-year periods. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **USE OF THIS CONTRACT:**

6.1. The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at

www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the City in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. Stop Work Order. The City may, at any time, by written order to CONTRACTOR, require Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. Non-exclusive Remedies. The rights and the remedies of the City under this Contract are not exclusive.

7.5. Nonconforming Tender. Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. Right of Offset. The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2. Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement

2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. **DISPUTE RESOLUTION:**

10.1. **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

10.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.3. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.4. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. **INSURANCE:**

12.1. **Insurance Representations and Requirements:**

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.**

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than $2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability. CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability. CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY		In the case of CONTRACTOR	
Contract Administrator:	_____	Firm Name:	_____
Contact:	_____	Contact:	_____
Mailing Address:	_____	Address:	_____
Physical Address:	_____	City, State, Zip	_____
City, State, Zip	_____	Phone:	_____
Phone:	_____	FAX:	_____
FAX:	_____		_____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. The CONTRACTOR shall notify the CITY within 5 business days of any change in ownership or control affecting 10% or greater interest, any acquisition by it of 10% or greater interest in any subsidiary, and any new agreement with, by or between any affiliates that is relevant to the contract.

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.7. Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.8. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2012.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

EXHIBIT A
CONTRACTOR IMMIGRATION WARRANTY
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	**State:**	**Zip Code:**

I hereby attest that:

1. Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

EXHIBIT B
SCOPE OF SERVICES

Please indicate your agreement to all Scope of Services below in your submission in a specified section titled "Scope of Services". In addition, any exceptions, deviation or clarifications to your response must be fully briefly explained in the "Deviation" section of your response (included on the second tab of the Contractor Questionnaire included in Attachment B).

A. The Initial fees and contract terms shall be guaranteed at minimum effective January 1, 2013 through December 31, 2015.

B. The initial contract term shall be awarded for three years with the option to renew for two additional three-year periods.

C. The Contractor shall provide administrative and trust services for the 457 Plan, including the following:

- Monthly on-line enrollments and new participant account setups on a secure website
- Bi-Weekly and monthly contribution, loan repayment and participant indicative data update files from the City
- Bi-Weekly contribution changes and loan repayment data (new loan starts and repayment stops) to the City
- Daily account valuation and transaction processing
- Roth 457 contributions and account maintenance
- Catch-up contributions and administration of Catch-up contribution eligibility
- Self Service Transactions – On-line account access to a secure website for purposes of making contribution rate changes, contribution investment changes and inter-fund transfers/balance reallocations
- On-line loan modeling
- Online loan, withdrawal and distribution processing per plan rules
- On site representative(s) to provide enrollment services, financial guidance and retirement planning advice in in one-on-one meetings with individual participants (by appointment, minimum one day per month)
- On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs
- Trust and Custody services
- Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ
- Employee Fund Detail Sheets/Prospectuses
- QDRO services (account holds and QDRO qualifications)
- QDRO account split/distribution calculations and new account setups
- Hardship withdrawal qualification based on safe harbor requirements
- Electronic consent for legally required materials
- Investment Management integration ('Guided Choice' managed accounts or model portfolios based on on-line risk tolerance questionnaire)
- Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)
- Annual investment monitoring and notification of fund manager changes (currently 50 funds)
- Quarterly reports to City Benefits personnel illustrating new enrollment activity, contribution and loan repayment activity, new loans (number and total dollar value), distributions (number and

total dollar value), and reconciliations of all investment fund options (including Clearing Account, if applicable)

- Legislative Changes, Compliance Services, DOL Fee Disclosure

D. The Contractor shall agree to administer the three Retirement Health Savings (RHS) plans and provide claims reimbursement services for those plans in accordance with the City of Chandler's in-force practices, policies and procedures.

E. The Contractor will provide all Summary Plan Descriptions, Summary Benefit Booklets, newsletters and other customized communications (i.e. fliers, postcards, etc.) at no additional cost to the City.

F. The Contractor will provide any professional service representatives the City requires to understand, analyze, and/or plan for any plan changes including but not limited to general account servicing, legislative developments and operational support.

G. The Contractor shall agree to participate in any open enrollment or special enrollment activities as specified by the City and shall provide materials and staff support as required at no additional cost to the City.

H. The Contractor agrees that the City may at any time request a change in key personnel assigned to service the client account. In addition, should there be a change in key assigned personnel, the City will be immediately notified and replacement personnel will be replaced with personnel of substantially equal ability and qualifications as established at the time of the award.

I. The Contractor shall provide an annual audit of its internal administrative operations at no additional cost to the City. Results shall be delivered to the City no later than 90 days after the completion of the plan year.

J. Contractor must adhere to all performance guarantee requirements mutually agreed by the successful Contractor and the City as finalized with the Award of this contract.

ATTACHMENT B
CONTRACTOR QUESTIONNAIRE and PROPOSED FUND LINEUP

The first Attachment B (Contractor Questionnaire) is a separate excel document which is imbedded below. Note the deviation section is located on the last tab of the electronic Excel document.

Chandler Contractor Questionnaire.xls

The second Attachment B (Proposed Fund Lineup) is also a separate excel document, imbedded below. The City is interested in providing employees with an appropriate range of investment options that vary in both risk and return. Please fill out the attached Excel spreadsheet with your proposed fund line-up. Please attempt to retain the current investment options where possible, but it is not a requirement to duplicate the existing lineup exactly.

Chandler Proposed Fund Lineup.xls

ATTACHMENT C
PRICING SCHEDULE

One copy of the attached Contractor Fees schedule (imbedded below) must be filled out for each of the four plans covered by this RFP.

Chandler Contractor Fees.xls

First Attachment B to RFP

(Contractor Questionnaire & Deviation Section)

Question #	Question	Vendor's Response
1	Provide a brief overview and history of your organization. Provide a description of any parent/subsidiary/affiliate relationships.	
2	Indicate how many years your company has been active in the deferred compensation business. Please indicate the period of time for each service, if different, such as investment management for x years, recordkeeping for y years, trustee services for z years	
3	Please provide a breakdown of the number of deferred compensation clients that you service in the following areas:	
	Full Service	
	Number of clients	
	Value of assets	
	Investment Only	
	Number of clients	
	Value of assets	
	Recordkeeping Only	
	Number of clients	
	Value of assets	
	Total	
	Number of clients	
	Value of assets	
4	What is your experience in servicing clients the size of the City of Chandler?	
5	How many of your employees are dedicated to 457(b) recordkeeping and administration services? Where are they located?	
6	Provide details of any past or pending litigation or regulatory inquiries during the last 5 years involving your company that relates to plan administration, securities or financial fraud, or breach of fiduciary responsibilities.	
7	Has your organization (or is it currently) been investigated by the Securities and Exchange Commission or any other regulatory body with regard to mutual fund trading, market timing or late trading? If so, please describe in detail.	
8	Has your organization been rated by a third party publication regarding your level of service and standing in the industry? If yes, please provide a copy of the report.	
9	If selected to work with the City of Chandler, how would your company organize the resources that provide deferred compensation plan services? Please describe the specific team(s) that would work with the City during the transition, implementation, and on an ongoing basis. Please indicate where these individual/teams are located.	

10	Please describe the transition process and what is required from the City of Chandler to ensure a smooth transition.	
11	Please include a transition timeline assuming an award date of 9/1/2012 and an implementation date of 1/1/2013.	
12	Describe your service standards. Do you guarantee service performance? If so, please describe.	
13	Who would the plan's relationship manager be? Please provide a copy of the proposed relationship manager's biography (including work history). Would that person attend a finalist interview?	
14	If selected to work with the City of Chandler, who would be assigned as on-site participant support representatives? Please attach a copy of their biography (including work history).	
15	Provide five references of clients who use your defined contribution services, three of whom are Section 457(b) plans with more than 1,000 eligible employees. Include a contact name, title and telephone number, the nature of the services provided and the number of participants and amount of assets served. In addition, please provide the same information for two 457(b) plan clients of similar size who have terminated their relationship with your company in the last two to three years.	
16	The selected vendor will be required to provide proof of Professional Errors and Omissions Liability Insurance. Please provide proof of such coverage, along with a description of the limit of liability, the name of the insurance provider, the effective date of coverage, and the coverage provided.	
17	Please list and give a brief description of any litigation (pending or resolved) initiated against your company (or any related companies whose services are included in your response to this RFP) during the past five calendar years (dating back to 01/01/2007) in the retirement plans area. If resolved, please describe the nature of the resolution.	
18	Please disclose your credit rating as reported by any one or all of the following:	
	Moody's	
	A.M. Best	
	Standard & Poor's	
	Fitch	
	In addition, please denote any changes (if any) to your credit rating over the past three calendar years (dating back to 01/01/2009).	
19	What fiduciary responsibility does your organization assume?	
20	Indicate with an X which communication materials and services you provide via paper or electronically. Also mark an X if you will modify them for the client.	
		Standard - Paper
	Enrollment forms	

	Plan highlights	
	Fund descriptions	
	Announcement letter	
	Video	
	Slide presentation	
	Retirement calculator	
	Investor education	
	Modeling software	
	Fund prospectuses	
	Performance updates	
	Newsletter	
	Articles	
	Posters	
	Payroll stuffers	
	Quarterly participant statements of account	
	Voice Response System (VRS) menu map	
	Employee investment seminars	
	Committee investment presentations	
	Quarterly management meetings	
	Meeting leader training	
	Other:	
		Standard - Electronic
	Enrollment forms	
	Plan highlights	
	Fund descriptions	
	Announcement letter	
	Video	
	Slide presentation	
	Retirement calculator	
	Investor education	
	Modeling software	
	Fund prospectuses	
	Performance updates	
	Newsletter	
	Articles	
	Posters	
	Payroll stuffers	
	Quarterly participant statements of account	
	Voice Response System (VRS) menu map	
	Employee investment seminars	
	Committee investment presentations	
	Quarterly management meetings	
	Meeting leader training	
	Other:	
		Modified (company name and logo)
	Enrollment forms	
	Plan highlights	
	Fund descriptions	
	Announcement letter	
	Video	
	Slide presentation	
	Retirement calculator	
	Investor education	

	Modeling software	
	Fund prospectuses	
	Performance updates	
	Newsletter	
	Articles	
	Posters	
	Payroll stuffers	
	Quarterly participant statements of account	
	Voice Response System (VRS) menu map	
	Employee investment seminars	
	Committee investment presentations	
	Quarterly management meetings	
	Meeting leader training	
	Other:	
21	Describe any seminars or counseling you provide to participants on:	
	a. Investments	
	b. Retirement	
	c. Financial planning	
	d. Other financial topics	
22	Does your firm provide enrollment representatives to meet with employees at participant enrollment meetings at each location? If not, what criteria are used to determine which sites will be visited? Please provide an overview of the training provided to enrollment representatives. Do you require enrollment representatives to have a minimum level of education? Do you require that enrollment representatives be licensed? What is the average experience level of your enrollment representatives?	
23	Does your firm contract with a third party to provide investment advisory services directly to participants? If so, please include the name of the firm and an outline of the services provided.	
24	Please clarify expectations during the transition year regarding number of employee meetings and communication materials.	
25	Do you provide quarterly participant statements? How soon after the end of a quarter do participants receive statements? Do you have the ability to provide electronic (paperless) statements?	
26	Do you have an investment education newsletter available for employees? Please enclose two samples.	
27	Describe in general terms and provide examples of how your system processes contributions. Are confirmations of rollover contributions sent?	
28	What is the timing for when participant records are updated and when funds are invested following the receipt of contributions?	
29	Describe how you handle the administrative review of Hardship Withdrawal requests.	

30	Describe how you handle the administrative review of New Loan requests.	
31	Describe in detail how your system processes:	
	a. hardship distributions	
	b. lump-sum distributions	
	c. systematic payments/installments	
	d. annuities	
	e. rollovers to another plan or an IRA -- are rollover checks sent to the participant or directly to the IRA provider?	
	f. in-service transfers and rollovers into the plan	
	g. retroactive account adjustments	
32	Describe in detail how your system processes required minimum distributions. Do you provide participants with guidance on determining the required minimum annual distribution and annual recomputations?	
33	Describe in detail how your system processes transfers/exchanges (including frequency/limitations). Do you allow directed transfers by dollars or percentages, or reallocations according to a set of percentages? Can you provide both methods? Are confirmations sent?	
34	What methods of inter-fund transfers do you provide to participants (directed dollar amounts or reallocations to a set of percentages)? Can you provide both methods?	
35	Will your system allow for Roth contributions and Roth account maintenance?	
36	Does your system provide all required tax data for plan distributions? How are withheld taxes processed for payment? Are tax statements (state and federal) issued (1099-Rs)? When -- upon distribution or at year-end?	
37	Payroll information:	
	a.) Does your company require data be sent in a specific format? If yes, describe and include a sample data layout.	
	b.) What types of devices can be used (tape, disk, modem transfer, etc.)?	
	c.) What type of edits and error checks do you perform on the data? How would you work with the City of Chandler to resolve discrepancies?	
38	d.) If there is an out-of-balance occurrence in payroll due to a contribution error for one participant (or a small subset of participants), will you process and invest the remaining contributions while the error is being reconciled?	
39	Describe your loan administration process in detail. Do you send notifications of default directly to participants? What level of involvement will be required by the City of Chandler?	
40	Do you provide any testing and/or monitoring such as, ensuring that maximum contribution limits are satisfied, dollar limits on participants' elective deferrals aren't exceeded, and dollar limits on catch-up contributions are applied?	

41	Describe the process by which your company disseminates information about legislative changes to your clients and incorporates these changes into your recordkeeping/administration system.	
42	Please describe any new administrative programs or features that are in development.	
43	Describe the hardware platform and software system you use to administer deferred compensation plans.	
	a. Do you own or lease a system? Please specify if an external package is being used.	
	b. How long have you been using your current system?	
	c. Can your system be customized to meet client needs? If so, are there additional fees? What are they?	
	d. Please describe your system's back-up and data retention policies	
	e. Please describe your disaster recovery policy and procedures.	
44	Who has the ultimate responsibility/authority to make sure the recordkeeping system remains current with respect to laws, regulations, client needs, etc.?	
45	Describe your system's maximum limits with regard to the following:	
	Investment funds	
	Contribution sources	
	Transfers	
	Other	
46	Describe your process for adding, deleting or replacing (swapping) investment options. How much lead time is required to make such changes? If non-alliance funds are involved, is additional lead time required?	
47	Are internal controls of your recordkeeping system audited by an independent accounting firm on an annual or more frequent basis?	
48	Please provide specifications for the transfer of contribution and indicative data (for data transferred to and from the City).	
49	Describe the contribution interface and requirements.	
50	Please describe your ability to handle paper enrollments.	
51	Please describe your ability to handle manual loan repayments.	
52	.Please list and provide samples of participant and plan sponsor-level reports generated on a standard basis.	
53	What is the standard timeframe for providing each report/statement after the reporting period ends?	
54	Describe any customized or ad hoc reporting capabilities (participant and plan sponsor-level).	
55	Can the City of Chandler have real-time access (via Internet or direct connection) to participant account information, such as account balances, contributions, rollovers, etc.?	

56	Are there any other reporting capabilities you would recommend and produce for the City of Chandler (e.g., reports detailing number of participants invested in specific funds, loan defaults, etc.)?	
57	Do participant statements show the shares/units owned (as opposed to only the dollar value of assets)?	
58	Is a voice response system (VRS) available for participant information/transactions? What are the standard hours of operation for the VRS?	
59	Can a participant elect to move from the VRS to a call center representative? If so, is the participant required to provide sign-on information a second time to the call center representative or does the participant's record appear automatically to the call center representative?	
60	What are your call center hours of operation?	
61	Describe your call center dispute resolution policy. Are all calls recorded?	
62	Provide details of your on-line web access for participants, including how on-line access is activated, security features, transactional and modeling capabilities, and a sample website login	
63	Please indicate with an X if you include the following features:	
		Voice
	Participant enrollment	
	Total account balance inquiries	
	Account balance by source, including vesting	
	Account balance by fund, including transferable amounts	
	Contribution Rate Changes (flat dollar amounts)	
	Contribution Rate Changes (by percent of pay)	
	Investment Percentage Changes	
	Investment transfers – reallocate by percentages	
	Investment transfers – directed (specific $ amounts)	
	PIN Replacement Letters	
	Fund price information	
	Fund performance information	
	Status of current loans	
	Loan modeling, including requesting paperwork	
	Withdrawal information, including requesting paperwork	
	Requesting fund prospectuses or fact sheets	
		Internet
	Participant enrollment	
	On-line quarterly participant statements of account	
	Total account balance inquiries	
	Account balance by source, including vesting	
	Account balance by fund, including transferable amounts	
	Contribution Rate Changes (flat dollar amounts)	
	Contribution Rate Changes (by percent of pay)	
	Investment Percentage Changes	
	Investment transfers – reallocate by percentages	
	Investment transfers – directed (specific $ amounts)	
	PIN Replacement Letters	
	Fund price information	
	Fund performance information	

	Status of current loans	
	Loan modeling, including requesting paperwork	
	Withdrawal information, including requesting paperwork	
	Requesting fund prospectuses or fact sheets	
		Call Center
	Participant enrollment	
	Total account balance inquiries	
	Account balance by source, including vesting	
	Account balance by fund, including transferable amounts	
	Contribution Rate Changes (flat dollar amounts)	
	Contribution Rate Changes (by percent of pay)	
	Investment Percentage Changes	
	Investment transfers – reallocate by percentages	
	Investment transfers – directed (specific $ amounts)	
	PIN Replacement Letters	
	Fund price information	
	Fund performance information	
	Status of current loans	
	Loan modeling, including requesting paperwork	
	Withdrawal information, including requesting paperwork	
	Requesting fund prospectuses or fact sheets	
64	Are there transactions that cannot be processed by phone? Internet?	
65	Will the City of Chandler be able to run ad hoc reports and access related management information from your website and/or through other means?	
66	Do you offer participants interactive investment selection and allocation tools via the Internet ("Guided Choice")? Do you offer a risk tolerance questionnaire?	
67	For any proposed stable value investment option, please describe the strategy and provide a profile in terms of fixed-income sector allocations, duration, and the distribution of credit quality of the underlying assets. Please also note any limits of sector allocations, duration and credit quality exposures.	
68	Please provide biographic information on the key decision makers responsible for managing the proposed stable value investment.	
69	Please provide three, five and ten-year performance history for the proposed stable value investment on both a book value basis and on a market value basis.	
70	Please provide information on any wrap contracts associated with the proposed stable value investment, including wrap cost, wrap issuer, and wrap issuer credit ratings. Please also provide a discussion as to whether each wrap contract applies to the entire amount of assets in the fund (i.e., if there are multiple wrap contract issuers and one issuer has a problem, what happens?).	
71	Please provide detailed information on the terms for termination with respect to any proposed stable value funds. Is there a "12 month put?"	

72	Please describe any competing fund or equity wash provisions for any proposed stable value investment. Please also note that the plan currently contains both a stable value investment and a money market fund. Would you be able to accommodate this structure?	
73	How are management fees disclosed to plan participants? Are you prepared to provide fee disclosures to participants using the proposed DOL format?	
74	Through what method and how often will investment performance results be communicated to the plan sponsor?	
75	Do you offer a "brokerage option" or mutual fund window for participants to access investments outside of the Plans' core fund options? If so, please describe the program and the cost to participants, including set-up costs and annual fees. Please note that the plan currently does not contain a brokerage option.	
76	Can you provide outside mutual funds through trading alliances or partnerships? If so, please provide a list of alliance funds that will be available. If possible, please organize this list by Morningstar category.	
77	Are there any requirements concerning how many proprietary funds vs. alliance funds vs. funds totally outside your alliance that we may include in the Plan? Please describe in detail, including fee implications. Would the City of Chandler be able to replace fund options so long as the replacement fund provides a similar amount of revenue sharing?	
78	How does the use of proprietary and/or alliance funds affect your fees?	
79	How does the use of funds that are outside your investment program (proprietary/alliance) affect your fees?	

Item	Agree (mark with 'X')	Disagree (mark with 'X')	Agree with the Deviation noted below (provide explanation)
11. On site representative(s) to conduct group enrollment, investment guidance and retirement planning educational meetings (number of meetings to be determined), and attendance at periodic benefits fairs			
12. Trust and Custody services			
13. Self-directed brokerage account to include a broad universe of mutual funds and any individual securities available on NYSE and NASDAQ			
14. Employee Fund Detail Sheets/Prospectuses			
15. QDRO services (account holds and QDRO qualifications)			
16. QDRO account split/distribution calculations and new account setups			
17. Hardship withdrawal qualification based on safe harbor requirements			
18. Electronic consent for legally required materials			
19. Investment Management integration ('Guided Choice' managed accounts or model portfolios based on on-line risk tolerance questionnaire)			
20. Management of participant beneficiary designations (beneficiary designations to be made and maintained on-line on a secure website)			
21. Annual investment monitoring and notification of fund manager changes (currently 50 funds)			
22. Quarterly reports to City Benefits personnel illustrating new enrollment activity, contribution and loan repayment activity, new loans (number and total dollar value), distributions (number and total dollar value), and reconciliations of all investment fund options (including Clearing Account, if applicable)			
23. Legislative Changes, Compliance Services, DOL Fee Disclosure			

Proposed Fund Line-up

Annualized Performance as 12/31/2011

Fund Name	Category	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Expense Ratio	Revenue Sharing	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($)
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0

Total Assets ($)	0		
Total Fees ($)		0	
		Total Revenue Sharing ($)	0
		Total Revenue Sharing (bps)	#DIV/0!

Proposed Fund Line-up

Annualized Performance as 12/31/2011

Fund Name	Category	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Expense Ratio

Revenue Sharing	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($)	Fund Inception Date	Fund Manager	Fund Manager Start Date
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			

Total Assets ($)	0
Total Fees ($)	0
Total Revenue Sharing ($)	0
Total Revenue Sharing (bps)	#DIV/0!

Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable)	Withdrawal Provisions (short term trading fees, transfer restrictions, etc.)

Proposed Fund Line-up

Annualized Performance as 12/31/2011

Fund Name	Category	Ticker	1 Year	3 Year	5 Year	10 Year	3-Yr Std. Dev	5-Yr Std. Dev	Expense Ratio

Revenue Sharing	Total Assets Mapped Into Option	Total Fees ($)	Total Revenue Sharing ($)	Fund Inception Date	Fund Manager	Fund Manager Start Date
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			
		0	0			

Total Assets ($) 0

Total Fees ($) 0

Total Revenue Sharing ($) 0

Total Revenue Sharing (bps) #DIV/0!

Decription of manager changes from 1/1/07 - 12/31/11	Description of significant changes in Objective & Strategy from 1/1/07 - 12/31/11	Fund's Total Net Assets	Average number of holdings	Morningstar Rating (if applicable)	Withdrawal Provisions (short term trading fees, transfer restrictions, etc.)

Total Plan Expenses

I. Investment Product Fees (See Schedule A)	Amount/Estimate	
A. Collective Investment Fund(s)	$ -	
B. Insurance/Annuity Product(s)	$ -	
C. Mutual Fund(s)	$ -	
D. Individually Managed Account(s)	$ -	
E. Brokerage Wiindow	$ -	
F. Other Product(s) (Specify)	$ -	
Total Investment Product Fees		$ -
II. Plan Administration Expenses (See Schedule B)		
Total Plan Administration Expenses		$ -
III. Plan Start-up or Conversion Related Charges (See Schedule C)		
One Time Start-Up/Conversion Expenses		$ -
IV. Service Provider Termination Related Charges (See Schedule D)		
Service Provider Termination Expenses		$ -
Total Plan Expenses		$ -

Schedule A - Investment Product Fees/Estimates

Collective Investment Fund	Assets	Management Fee	Other* (Specify)	Total Cost
Fund 1				
Fund 2				
Fund 3				
Fund 4				
Total				

Insurance/Annuity Product	Assets	Management Fee	Mortality and Admin Expense	Other* (Specify)	Total Cost
Fund 1					
Fund 2					
Separate Account 1					
Separate Account 2					
Total					

Mutual Fund	Assets	Expense Ratio	Front-end Load	Other* (Specify)	Total Cost
Fund 1					
Fund 2					
Fund 3					
Fund 4					
Total					

Individually-Managed Account	Assets	Management Fee	Other* (Specify)	Total Cost
Product 1				
Product 2				
Product 3				
Product 4				

Brokerage Window	Assets	Commission (Range)	Transaction Fee (Range)	Other* (Specify)	Total Cost
Total Transactions					

Other Product	Assets	Management Fee	Other* (Specify)	Total Cost
Product 1				
Product 2				
Product 3				

*Fees represent product-related charges paid by the plan. Fees associated with participants' transfer of account balances between investment options, including investment transfer expenses and any contingent back-end loads, redemption fees and surrender charges should be included in "other" expenses. In addition, any wrap fees or pricing charges for non-publicly traded assets should be included in the "other" expenses column. For investment product termination fees associated with plan termination or conversion, see Schedule D.

Plan Administration Expenses

Expense Type	Rate/Estimate ($)	Bundled Service Arrangement*	Total Cost ($)
Administration/Recordkeeping Fees:			
-Daily valuation			
-Payroll processing			
-Balance inquiry			
-Investment transfer			
-Contract administration charge			
-Distribution processing			
-QDRO processing			
-Particpant statements			
-Plan sponsor reports			
-VRU/Internet services			
-Other (specify)			
Subtotal			$ -
Participant Education/Advice:			
-Participant education matls/distribution			
-Education meetings (frequency__)			
-Investment advice programs			
-Other (specify)			
Subtotal			$ -
Trustee/Custodial Services:			
-Certified annual trust statement			
-Safekeeping of plan assets			
-Other (specify)			
Subtotal			$ -
Compliance Services:			
-Nondiscrimination testing			
-Signature ready form 5500			
-Annual audit			
-Other (specify)			
Subtotal			$ -
Plan Amendment Fee:			
-Plan amendment fee			
-Plan document/determination letter fee			
-Other (specify)			
Subtotal			$ -
Loan Administration:			
-Loan origination fee			
-Loan processing fee			
-Loan maintenance and repayment tracking fee			
-Other (specify)			
Subtotal			$ -
Total separate charges			
Total bundled services			
(Less offsets/credits paid to plan)			
Total Plan Administration Expenses			$ -

*Services provided under a bundled servcies arrangement are indicated by a check mark next to the specific service.

One-Time Start-up/Conversion Expenses

Expense Type	Rate/Estimate	Total Cost ($)
-Start-up/conversion education program		
-Start-up/conversion enrollment expense		
-Installation fee		
-Start-up/conversion plan document fee/filing fee		
-Other (specify)		
Total Start-up/Conversion expenses		$ -

Service Provider Termination Expenses

Expense Type	Rate/Estimate	Total Cost ($)
Investment Product Expenses		
-Contract termination charges		
-Back-end load		
-Product termination fee		
-Other (specify)		
Total		
Plan Administration Expenses		
-Service provider termination charge		
-Service contract termination charge		
-Other (specify)		
Total Termination Expenses		$ -