

FULTON COUNTY



PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 12RFP052420C-CL
457 Deferred Compensation Plan Administrator

For

Fulton County Finance Department

RFP DUE TIME AND DATE: Wednesday, March 28, 2012 at 11:00 A.M.
BID ISSUANCE DATE: Thursday, February 2, 2012
PURCHASING CONTACT: Charles Leonard
Pre-Proposal Conference Wednesday, March 14, 2012 at 10:00 A.M.
E-MAIL: Charles.leonard@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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**SECTION 1
INTRODUCTION**

1.1 PURPOSE

The purpose of this Request for Proposal is to establish a contract for a Plan Administrator for the Fulton County Deferred Compensation Plan, pursuant to Section 457 of the Internal Revenue Code permitting such plans. Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications as outlined in Section 5.0 will be evaluated in accordance with the criteria and procedures described in Section 4.0. The County will award a contract to the most advantageous Proposer based on the evaluation criteria set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT: This project involves the selection of a single 457 Plan Administrator

1.3 BACKGROUND AND PLAN INFORMATION:

The current vendors and select statistical information is outlined below (as of June 30, 2011):

Provider	Total Participants	Est # Active Participants	Est # Inactive/In Payout Part	Assets	% of Assets	Est Avg \$ per Participant
Nationwide	2373	1363	1010	\$ 51,271,304.15	56%	\$ 21,606.11
VALIC	1388	783	605	\$ 32,574,559.36	35%	\$ 23,468.70
ICMA	395	240	155	\$ 7,187,523.41	8%	\$ 18,196.26
Metlife	47	43	4	\$ 837,288.11	1%	\$ 17,814.64
Total 457 Plan Participants	4203	2429	1774	\$ 91,870,675.03	100%	\$ 21,858.36

Fulton County currently has four providers under contract to provide Plan Administration services for its 457 deferred compensation plan which includes administration, recordkeeping, investment management, participant enrollment, and education services.

1.4 COUNTY OBJECTIVE:

Through this RFP, we plan to migrate to a single Plan Administrator to serve our 457 Deferred Compensation Plan.

1.5 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov/> under "Bid Opportunities".

1.6 SUBCONTRACTING OPPORTUNITIES:

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website. <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, On Wednesday, March 14, 2012 in the Department of Purchasing & Contract Compliance located at 130 Peachtree Street, S.W., Suite 1168 Public Safety Building, Atlanta, Georgia 30303, at 10:00 A.M., EST. Attendance at the Pre-Proposal Conference is voluntary for responding to the RFP; however potential bidders are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or **before Wednesday, March 28, 2012 at 11:00 A.M. EST.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Charles Leonard, Chief Assistant Purchasing Agent, 130 Peachtree Street, S.W., Atlanta, GA 30303 Phone (404) 612-5823- Fax (404) 893-1730 E-mail charles.leonard@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Contractor or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Contractor – the entity or individual submitting a proposal in response to his RFP.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Contractor may submit requests for clarifications or interpretations regarding this RFP and the Contract. Contractor must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Contractor are cautioned that if Contractor do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **5:00 P.M. March 21, 2012** local prevailing time. Contractors are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Contractor of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance

Attn: Charles Leonard

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: Charles.leonard@fultoncountyga.gov

P: (404) 612- 5823 F: (404) 893-1730

RE: 12RFP052420C-CL - 457 Deferred Compensation Plan Administrator

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Contractor who submits a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Contractors.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Contractor is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2012, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2012. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 REQUIRED SUBMITTALS

See **Section 8** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF CONTRACTORS

The submission of more than one (1) proposal to the County as the primary Contractor or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Contractor and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Contractor and the County reserves the right to award the contract to the responsible Contractors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Contractor to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Contractor. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation

or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF CONTRACTOR

Each Contractor is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Contractors are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Contractor believes is exempt from disclosure, the Contractor must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Contractors waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Contractor being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Contractors recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Contractor may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever

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- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Contractors. A Contractor, by submitting a Proposal, agrees to be bound by any modifications made by the County
 - All costs incurred by a Contractor in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Contractor.
 - The County reserves the right to reject all Proposals and components thereof to eliminate all Contractors responding to this RFP from further consideration for this procurement, and to notify such Contractors of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Contractor who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Contractors to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Contractor(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Contractor.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

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- The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Contractor and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, the Contractor acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Contractor. In addition, the Contractor must be solely responsible for all costs (including engineering and legal costs) incurred by such Contractor in connection with this selection process, including any costs incurred by the Contractor in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Contractor from further participation in any negotiation process if the County determines that such Contractor is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Contractor and such Contractor is deemed to be no longer susceptible of

selection. The County will give written notice of its decision to the Contractor, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Contractor will report directly to the department listed herein, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and Contractors are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/Contractors intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Contractor is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for

Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

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8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Contractor intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

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13. The successful Contractor must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
 14. The successful Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Contractor submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Contractor to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Contractor certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Contractor has an interest in more than one proposal will result in rejection of all

proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Contractor refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Contractor may be found to be “non-responsible” in the future.
22. In case of default by the successful Contractor, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Contractor contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in a Contractor being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Contractor shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from

an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Contractor intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Contractor from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Contractor intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Wednesday, March 28, 2012 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 12RFP052420C-CL
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 12RFP052420C-CL
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The successful proposer will provide comprehensive deferred compensation retirement services to include, but not be limited to the following in addition, Proposing firms must meet the following requirements, to be deemed qualified:

MINIMUM REQUIREMENTS TO BE DEEMED QUALIFIED

- Proposing firms must meet the following requirements:

For existing vendors (Nationwide, VALIC, ICMA-RC, and Metlife) to be eligible to submit a proposal, they must agree **in writing** to:

- Waive any redemption fees;
- Waive any withdrawals limitations on currently held fixed rate accounts or other short term investment vehicle;
- Waive any limitations on transfer of assets;
- Waive any market value adjustments;
- Waive any back end fees on assets

These waivers must be agreed to in advance in order for their proposal to be deemed qualified and must be honored in the event they are not selected as the most qualified vendor and advantageous Proposer based on the evaluation criteria set forth in the RFP. These waivers must be agreed to irrelevant of what the current contract states as it relates to withdrawals limitations, transfer limitations, and fees. For the proposal to be eligible for consideration a letter to this affect signed by an authorized representative of the organization must be submitted with the required forms and submittals (see Exhibit 2).

- Responses to core RFP questions must be limited to 40 pages. Due diligence responses must be limited to 25 pages.
- The firm must have at least 10 years experience administering public sector 457 deferred compensation plans and must administer a minimum of \$5 billion dollars in assets in public sector retirement plans.
- On-site service representatives of the vendor must have at least two years of experience providing on-site services for public sector retirement plans.
- Representatives will be absolutely forbidden to sell ancillary products (such as life insurance) to participants. Participant data is the sole property of Fulton County and may not be used in any way to market other products or be sold to other organizations without the express written consent of Fulton County. These provisions must be included in the contract with the vendor for the plans.

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- A wide spectrum of investment options must be available to participants, including a stable value fund that does not restrict participant withdrawals or transfers (with the exception of transfers to “competing” fixed income funds) and the asset classes requested in the investment section of the questionnaire. Any stable value fund or short term investment vehicle must allow for full liquidation at both the Participant and Plan level with 120 days notice without being subject to a market value adjustment. Insurance company General Accounts may not be offered to the plans.
 - There may be no termination, withdrawal or transfer charges or restrictions (including market value adjustments) throughout the term of the contract. The only exceptions are a) stable value fund restrictions against direct fund transfers into competing fixed income funds and considered excessive trading, b) charges for early withdrawal from fixed maturity or other structured investment products (such as CDs) which have a clearly defined investment period that if shortened would jeopardize the strategy and benefits to longer-term investors, and c) redemption fees for short-term trading.
 - The vendor must accept full responsibility for processing errors it makes and they must be reported within a reasonable period of time. In the event a participant incurs a loss or a lost opportunity due to such an error, the vendor shall adjust the participant’s account to the same level as if the processing error had not occurred.
 - The vendor must comply with all components of this RFP. Unless otherwise noted in your cover letter, it is assumed that by submitting a response to this RFP, your response conforms to all specifications in every way. After finalist selection, the proposal of additional terms may not be considered.

Any proposal not meeting these specifications will not be considered.

A. Administrative Services

1. Enrollment services for participants
2. Contribution changes and automatic interface to payroll
3. Distribution Kits
4. Withdrawal processing
5. Loan processing and administration
6. Proactive rollover advisor services
7. Fund profile and performance information via Call Center and internet
8. Address changes

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9. Beneficiary changes
 10. Personalized information available online
 11. Proactive minimum distribution services

B. Education Services

1. Conduct new hire informational meeting on 457 Plan and offerings at employee orientation, which is held twice a month.
2. Provide onsite education services to include new participant enrollment and Plan Information services to interested employees twice a month in designated high traffic area.
3. Provide retirement planning workshops to interested employees at least once a month thru the Fulton County Training and Development unit. The menu of workshop offerings would need to be reviewed and pre-approved for inclusion in the County program. We would want at least three different workshops which would be rotated on a monthly basis. The contents should address key areas such as: a) the importance of saving for retirement; prudent asset allocation when nearing retirement; and distribution and payout options when in retirement.
4. Selected provider will be expected to visit each Fulton County facility at least once a year to promote increased participation.

C. Reporting Services

1. Internet Access – Online access for participants should include, but not be limited to: Investment fund options and fund fact sheets (e.g. Morningstar reports); fund performance (YTD, 1yr, 3yr, 5yr); personal performance; ability to transfer between fund options; rebalancing tools; information on outstanding loans; access to forms; beneficiary info and changes; and address info and changes.
2. Comprehensive plan level reporting package
3. Ad-hoc reports
4. Plan statistics, including activity and volumes
5. Quarterly provider report card

D. Loans and Qualified Emergency Withdrawals

E. Communication Services

1. Ongoing communications consultant assigned to the relationship
2. Wide range of retirement planning and investment education materials
3. On-site meeting support for participants

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4. Periodic communication mailings to participants home address
 5. Fund fact sheets; literature fulfillment via Call Center/Internet
 6. Enhanced user friendly participant statement

F. Investment Options

1. High quality investment option offerings, with each having at least a three (3) year track record available
2. High quality (as compared to 3-year and 5 year benchmarks) funds and target date options must be offered.
3. An investment fund menu with fund family diversification is important, including non-proprietary options.
4. Mutual fund offerings that are recognizable to employees and where performance data is readily available are preferred.
5. Investment options that minimize cost (institutional share classes, ETFs, and low cost index funds) should be included as part of the proposed investment platform.

G. Plan Document Review and Amendments

1. Upon awarding of the contract, the Provider will assist the County in a full review of Plan Documents and assist in drafting any required amendments necessary for transition of the assets to a single Provider for approval by the Fulton County Board of Commissioners.
2. Ongoing review of Plan Documents and amendments as necessary.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background.
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
- Include an organizational chart of the business structure of the proposing entity.

Section 2 – Project Plan/Understanding of Task

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide biographies, including experience of **all** individuals who will be assigned to the engagement, relevant experience on each in performing similar services to the government entity.
2. Provide an organizational chart of the structure of the Team and a brief description of the roles, responsibilities, and resumes of key personnel.
3. Provide the location and address of corporate and regional offices of all

members of the proposing team.

Section 4 – Relevant Project Experience

This section of the Proposal must present general information about the Proposer.

1. Describe experience in providing the services described therein, including relevant knowledge of and experience in a governmental 457 Deferred Compensation Plan environment and applying applicable federal and state regulations.
2. Provide a comprehensive listing of governmental entities that you provide Deferred Compensation Plan Administration services for. All Local Georgia Plans that you service should be included. Please include the following information on each Plan.
 - a. Name and location of Plan Provider
 - b. Type of plan, assets under management, number of participants, and average account balance. Illustration of your experience in the 457 Plan space is imperative.
 - c. Names, titles, telephone and fax numbers, and e-mail addresses of key contact persons at the management level of each client listed.
 - d. Number of years that you have serviced the Client.
 - e. Identify three (3) projects that your Firm has provided 457 Plan Administration Services

Section 5 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.

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- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
 - (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
 - (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

Section 7- Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;

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- Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 8 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 9 – Core Questionnaire

I. Organization

- A. Describe how you will meet the RFP minimum requirements.

B. What has been the scope and length of your experience with public sector retirement plans? What portion of your company's total business is devoted to public sector retirement plans in terms of assets under management, number of plans, and number of participants?

C. How many public sector defined contribution and deferred compensation plans do you currently administer? What are the assets and number of participants in these public sector retirement plans?

II. Participant Services

A. On-Site Service – Transition. Describe the participant enrollment and conversion program you will conduct between the time you are selected to serve the plan and the time assets are transferred to your program:

1. Provide a schedule for participant pre-transition information meetings, initial enrollment, and the conversion process.
2. Will participants' accounts be "mapped" (automatically transferred) to investments in your program or will you require them to instruct you on how to transfer their investments?
3. Discuss how you will communicate plan changes to employees and to participants who we no longer employ.
4. Quantify your on-site personnel commitment, including the number of group meetings you will conduct before and during the transition. Will participants have the opportunity to receive individual consultations?

B. On-Site Service – On-Going. Describe the ongoing enrollment and educational program that will be performed by your on-site service representatives:

1. Describe the individual consultations your representatives will provide on-site. Describe the software your representatives use to work with participants during consultations.
2. Describe the on-site group education you will provide on an on-going basis. What specific subjects are covered in your program?

3. Briefly describe how you encourage new employees to join the plan and how you assist participants nearing retirement.

4. How is your approach to educating public sector employees different from your service for private sector plans? Is the representative proposed for our plan solely dedicated to serving public sector employees, or does this individual also serve private sector plans?

5. How much time will representatives dedicate on-site to be available to serve our plan? Define how many educational seminars and individual consultations will be provided annually.

6. Are your representatives salaried employees? On average, what percent of their total compensation is salary and what percent is bonus/commission? Is their compensation affected in any way by participant investment or disbursement decisions? Do your representatives receive any additional compensation for the sale of annuities to participants?

7. What financial planning services are available through a Certified Financial Planner or other similarly trained personnel? How are these individuals compensated?

8. Provide samples of all 457 employee enrollment and communications materials.

C. Internet. Address the following with regard to your web-based services:

1. Describe the educational features offered to public employees on your web site. Does it offer functionality for determining a) how much to save each year toward retirement, and b) asset allocations? Does it have the flexibility to make these determinations based on overall household assets?

2. Describe investment advice available to participants. What firm provides this service?

3. Describe the transactions that can be implemented by employees on-line.

4. Can employees enroll and change the amount of contributions over the Internet? How is this activity reported to the plan sponsor?

5. Provide the URL for your web site and a test account for us to view all participant functions. The test account should be made available to us through the date in which our final selection decision is scheduled.

6. In the past calendar year, how many hours was your web site down? How much of this down time was planned?

7. What percent of retirement plan participants have established PINs for your web site?

D. Call Center. Describe your call center:

1. What transactions and information are accessible through call center representatives and through your voice response system? Is it a dedicated line to public sector retirement plan service personnel, or do they cover all other aspects of your business?

2. Describe the licenses held, special training received and other qualifications of call center personnel. Are your call center representatives dedicated solely to serving public sector employees?

3. Describe how participants transfer from the voice response system to the call center. When are they notified they can transfer to a representative?

4. What hours are call center representatives available?

5. Complete the following chart for your primary call center for each quarter of 2011:

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Call abandon rate				
Average length of call				
Average response time				
Unscheduled down time				

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6. Describe how you ensure and measure the quality of your call center.
 7. How do you manage peak volume when you have large number of calls?
 8. Describe the ability, if any, to track the types of customer inquiries and develop new materials/training/routines for resolving inquiries (e.g., if tax code changes cause new inquiries).
- E. Statements. Address the following with regard to participant statements:
1. Do you provide aggregate account information for participants if you administer multiple plans?
 2. Does your statement provide a) asset allocation graphics and b) a personal rate of return? Provide a sample quarterly statement.
 3. Can a customized message be printed on statements for participants in our plan? If so, how long can the statement message be?
 4. How many days after quarter-end are statements mailed? What percent of statements mailed over the past four quarters met this target?
 5. Are your statements made available on-line? What is the turnaround time? Do participants have the option to discontinue paper statements and receive copies only on-line?
- F. Performance. Address the following questions related to the impact of your participant services.
1. Describe surveys you conduct to measure participant satisfaction.
 2. How do you measure the success of your educational programs?
 3. How has your educational program affected participant decisions? In the aggregate, how are assets allocated between the equity, fixed income/stable value and balanced/lifestyle/lifecycle funds you administer? What percent of participants making withdrawals opt for periodic payments, lump sum payments and annuities?

III. Plan Sponsor Services

- A. Describe how you interact with plan sponsors on a daily basis and how you minimize the plan sponsor's workload through automation.
- B. Describe the services you offer to help maintain compliance with current and proposed regulations as they relate to public sector retirement plans.
- C. What information do you provide plan sponsors to assist with their investment and plan due diligence? Provide a sample employer statement and plan review we would receive and disclose the frequency of each statement/review report. How are plan sponsor reports delivered? What access do you provide for provider ad-hoc reports? Are ad-hoc reports available online?
- D. Who will serve as our contact for daily questions and issues related to the administration of our plan?
- E. Describe on-line services available to plan sponsors. Provide the URL for your web site and a test account for us to view all plan sponsor functions. The test account should be made available to us through the date on which our final selection decision is scheduled.

IV. Investment Management

- A. Briefly describe your overall investment philosophy. What are your criteria for selecting and retaining an investment management firms? How do you structure investment options for plan participants?
- B. Provide a proposed investment fund lineup formatted as outlined below. Offer one option only for each asset class and provide the data requested for both the fund and its market benchmark as of the last quarter-end. If the fund has a custom or blended benchmark, provide data for each benchmark and indicate the benchmark allocations (which should add to 100%). This is only an example of the type of fund offerings we would be looking for and the format to be used for the fund lineup proposal. Please include only the asset classes that you would recommend for our platform based on your individual proposals, and feel free to add or delete additional asset classes as necessary. The proposed fund lineup should be limited to no more than 30 investment offerings. Please make sure you include the TICKER symbol for each offering.

Asset Class	Proposed Fund Offering Name and Share Class and Benchmark Name	1 year Return as of 9/30/2011	3 Yr Return as of 9/30/2011	5 Yr Return as of 9/30/2011	10 Yr Return as of 9/30/2011	3-year Beta	3-year Standard Dev	Morning star Rating
Large Cap Growth (active)								
Benchmark						N/A	N/A	N/A
Large Cap Growth (passive)								
Benchmark						N/A	N/A	N/A
Large Cap Blend (active)								
Benchmark						N/A	N/A	N/A
Large Cap Blend (passive)								
Benchmark						N/A	N/A	N/A
Large Cap Value (active)								
Benchmark						N/A	N/A	N/A
Large Cap Value (passive)								
Benchmark						N/A	N/A	N/A
Mid Cap Growth (active)								
Benchmark						N/A	N/A	N/A
Mid Cap Growth (passive)								
Benchmark						N/A	N/A	N/A
Mid Cap Value (active)								
Benchmark						N/A	N/A	N/A
Mid Cap Value (passive)								
Benchmark						N/A	N/A	N/A
Small Cap Growth (active)								
Benchmark						N/A	N/A	N/A
Small Cap Growth (passive)								
Benchmark						N/A	N/A	N/A
Small Cap Value (active)								
Benchmark						N/A	N/A	N/A
Small Cap Value (passive)								
Benchmark						N/A	N/A	N/A
Foreign Large Cap								
Benchmark						N/A	N/A	N/A
Foreign Small Cap								
Benchmark						N/A	N/A	N/A
Global Bond								
Benchmark						N/A	N/A	N/A
Intermediate Core Bond								
Benchmark						N/A	N/A	N/A
US Government Bond								
Benchmark						N/A	N/A	N/A

Attach copies of Morningstar summary sheets for each fund proposed.

For the bond funds, provide the average maturity, average duration and average credit quality as of the end of the last quarter.

C. Describe the flexibility you will provide for the plan sponsor to select investments for use by our plan. If you are providing the plan sponsor open access to your alliance with mutual fund families to customize the fund line-up, provide a list of the fund families and a list of the funds available from those families with tickers, fund expenses and performance on a spreadsheet in the appendix of your proposal. The listing should also include comparative benchmark returns for each option.

D. The County prefers to incorporate target date funds rather than risk based funds into its Investment lineup. Please describe your proposed target date funds and their underlying components. How are asset allocations adjusted and rebalanced over time? Provide the following data for each of the funds:

Fund Name	- Returns Since Last Quarter-End -				- Asset Allocation -	
	1 Year	3 Year	5 Year	10 Year	Equities	Fixed

E. For your stable-value or equivalent short term investment option(s):

1. Provide a five-year history of credited rates by quarter. If a single portfolio rate is not used, provide new and old money rates by quarter for the period. Define how assets are distributed between the new and old money rates.
2. Describe how interest is credited and whether this method can change during the term of the contract.
3. Are plan-level or participant-level transfers or withdrawals limited in any way? Confirm that there are no charges of any kind (including market value adjustments) for plan-level or participant-level transfers or withdrawals from the fund.
4. Provide the average quality and duration to maturity of fund investments. If the fund contains a wrapped bond portfolio, specify the fund's average quality including and not including the wrap contract quality. Provide the maximum positive and negative variance between the wrapped portfolio's book and market values over the past five years.
5. How is the fund diversified by type of investment and contract issuer?
6. How do you monitor and manage the portfolio's credit risk?

F. Describe how you support the plan sponsor's due diligence process. How do you report on mutual funds in the plan to the plan sponsor? How do you assist selection, monitoring, and, if necessary, replacement of funds?

G. The County has not made a decision as to whether it will allow to Plan Provider to offer managed accounts under the platform. Negotiations for any managed accounts will be conducted after the provider has been selected. For purposes of this RFP, the Proposal should assume that managed accounts will not be part of the platform.

Section 10 - Due Diligence Questionnaire

I. Introduction

A. Describe the ownership structure of your organization and any subsidiaries it may have. Identify parent company or affiliations of the proposer and identify any affiliated business enterprises.

B. What is the primary business of the parent company and/or affiliates? If the proposer is an insurance company or an issuer of debt, provide Moody's, Standard & Poor's, and A.M. Best ratings and the most recent reports.

C. Describe the unique services and features you offer to public sector retirement plans.

D. Describe any regulatory censure or litigation involving the business of your firm with relation to its deferred compensation or defined contribution services in the past ten years.

E. Describe your staff recruitment programs. What was the level of turnover for staff dedicated to public sector retirement plans in the last calendar year?

F. Describe training provided for your (a) customer service staff, (b) investment staff, and (c) other staff.

G. Describe insurance coverage you carry for services you deliver to public sector retirement plans.

H. Provide five references of public sector retirement plan clients. Include a contact name, title, phone number and e-mail address. Georgia 457 Deferred Compensation Plans are preferred.

II. Plan Administration

A. How quickly are contributions invested in participant accounts? Do you require a minimum contribution for employees? How do you receive contribution data and money? What assistance will you provide us in accommodating this format? How do you monitor and enforce contribution limits?

B. Describe how fund transfers are executed. What is your deadline for receiving instructions to implement fund transfers at the close of business?

C. Describe in detail the annuity and non-annuity disbursement options available to plan participants. What flexibility do you give participants in specifying the sequence in which investment options will be depleted? Are participants not making contributions treated differently in any way?

D. How long does it take to mail a check to the participant once a withdrawal is authorized? How long does it take to mail a check to another vendor once a participant provides an instruction to make the transfer? What authorization do you require to make such a payment? Identify all participant-level or plan-level transfer or withdrawal restrictions.

E. How do you report disbursements to the IRS and state tax authorities? Describe the tax statements you provide to participants on plan disbursements.

F. Describe how you handle minimum required distributions.

G. Describe how you evaluate and process QDROs and hardship/emergency withdrawal requests.

H. Describe your loan service and how participants and the plan sponsor would implement a loan. Describe the following features of your loan system:

-
1. Does your system calculate the amount available for loan and the loan repayment amount as well as generate a loan amortization schedule and promissory note?
 2. Can you allocate principal and interest on loan repayments to individual funds?
 3. Can you provide loan information to participants on your toll-free line?
 4. What loan information and transaction functions are available on-line?
 5. What type of reports do you provide with respect to loan administration?
 6. How do you handle delinquent and/or defaulted loans?
 7. Can you handle multiple loans?
- I. What confirmations do you mail to participants? What confirmations are made available to participants on-line? How quickly are confirmations sent to participants?
- J. Describe how you adhere to the policies of investment funds administered with regard to market timing.
- K. Describe the quality control procedures you have in place. What types of reconciliation and editing do you perform? How do you resolve data discrepancies with respect to transaction processing?
- L. Describe your process for resolving issues that occur. What are your standards for the timing of resolving issues and how do you meet that target? What are your escalation procedures for issues that are not resolved within a standard period of time?
- M. Describe the procedures manual that you provide to plan sponsors. Is it available on-line?

N. Provide samples of forms used for withdrawals, contributions, and plan-to-plan transfers.

O. How do you curtail excessive trading by individuals that may impact other participants?

III. Record Keeping

A. Describe the record keeping hardware and software used by your organization. Was the software purchased or developed in-house?

B. Describe your back-ups and disaster recovery plan. How often is the plan tested?

C. Describe procedures and safeguards used to provide systems security. Discuss your Internet and call center security. Describe how confidentiality of data is ensured.

D. What is the capacity utilization rate of your record keeping system's hardware and voice response unit? How do you ensure adequate capacity as demands on your system grow?

E. Do you record keep assets at NAV or on a unitized basis? How do you record keep assets in the stable value fund?

F. Describe internal and external audits of your record keeping system and administrative functions. Do you receive a SAS-70? If so, provide a copy.

G. Confirm that you will provide total access to plan data during business hours to our auditor as required.

H. In the event of an error in your control, how do you make participants and the plan whole?

I. Describe performance guarantees you will make for the plan, with specific penalties for non-compliance.

IV. Transition

-
- A. Provide your administrative and record keeping transition plan with timelines.
 - B. What are the plan sponsor's responsibilities during the transition?
 - C. Describe how you communicate progress of the transition with the plan sponsor and plan participants.
 - D. What on-site employer operational support will you provide during the transition? Who will provide this service? Discuss the training program you will provide as part of the conversion.
 - E. Describe how you handle accounts in distribution.
 - F. Describe how you convert assets in a self-directed brokerage. Can you implement an in-kind transfer of assets within brokerage accounts?
 - G. Do you provide a sample plan document? Has the plan document received a ruling from the IRS?
 - H. Describe the blackout period and what participants can and cannot do during this period. What is the typical blackout period for provider-to-provider conversions you have completed in the past year?
 - I. How do you ensure continuity is maintained from the transition to the ongoing service for our plan?

V. Plan Provider Contracts and Documents

Please provide sample copies of all required contracts and agreements which will be executed in the event that your firm is selected as the most qualified provider. Please confirm that your firm will be willing to amend documents to incorporate required language to incorporate any additional terms/agreements agreed to and disclosed in the Proposal that you have provided.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Cost Proposals

The Proposer is required to fully disclose any fees / expenses to be charged to the Plan or Plan participants that are in addition to the fund expense ratios being imposed on the individual mutual fund offerings.

In addition to the above, please complete the below matrix for all proposed investment offerings for the fund lineup. For fixed rate accounts, the Proposer should disclose the average difference between the yield earned on the assets and the yield paid to plan participants in the net expense ratio column. This is only an example of the type of fund offerings we would be looking for and the format to be used for the cost proposal. Please include only the asset classes that you would recommend for our platform based on your individual proposals, and feel free to add or delete additional asset classes as necessary. The proposed fund lineup should be limited to no more than 30 investment offerings.

Asset Class	Proposed Fund Offering Name and Share Class	Ticker	Gross Exp Ratio	Net Expense Ratio
Large Cap Growth (active)				
Large Cap Growth (passive)				
Large Cap Blend (active)				
Large Cap Blend (passive)				
Large Cap Value (active)				
Large Cap Value (passive)				
Mid Cap Growth (active)				
Mid Cap Growth (passive)				
Mid Cap Value (active)				
Mid Cap Value (passive)				
Small Cap Growth (active)				
Small Cap Growth (passive)				
Small Cap Value (active)				
Small Cap Value (passive)				
Foreign Large Cap				
Foreign Small Cap				
Global Bond				
Intermediate Core Bond				
US Government Bond				
Short Term Offering				
Target Date Fund - S/T				
Target Date Fund - 2015				
Target Date Fund - 2020				
Target Date Fund - 2025				
Target Date Fund - 2030				
Target Date Fund - 2035				
Target Date Fund - 2040				

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Quality of proposed Investment Fund Lineup, Diversification of Fund Family Offerings, and past performance of proposed investments.	25%
Project Plan/Understanding of Task	10%
Qualifications/Availability of Key Personnel	10%
Relevant Project Experience	10%
Financial Responsibility	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	25%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Contractors must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Contractor to the Project must sign the Proposal Forms. Contractors should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Contractor shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Contractor shall complete and submit **Form C**, which certifies that Contractor has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

Contractor shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Contractor shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Contractor and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer

Contractor shall complete and submit **Form H**, which certifies that the Contractor is eligible to receive local preference points.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2012

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2012.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

-
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2012

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2012

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

-
1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers

must submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

Demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
FIELD WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
DRIVERS																			
DRIVERS & HELPERS																			
VICE WORKERS																			
OTHER																			

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):
 Submitted by: _____ Bidder/Proposer _____ Subcontractor _____

Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent

certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 2012, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein

contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the tenth day of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Penalties may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded in Milpitas County.

STARTING PERIOD	PROJECT NAME:
END DATE	PROJECT NUMBER:
COMMENTS:	PROJECT LOCATION:

PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)					
Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date
TOTALS					

Reported By: _____ (Signature) _____ (Printed Name)
 My Commission Expires: _____ Date: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

Insurance and Risk Management Provisions 457 Deferred Compensation Plan Administrator Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

DC Plan Administrator

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
Including operation of non-owned, owned, and hired automobiles.

4. UMBRELLA LIABILITY

Each Occurrence \$1,000,000
In excess of General Liability, Auto Liability and Employers Liability.

5. PROFESSIONAL LIABILITY

Per Claim/Aggregate \$5,000,000/\$5,000,000
To be provided when the Contract includes specified Professional Services for the duration of the contract copies of annual policy renewals to Fulton County. Once contract has been completed or if contract is terminated at the direction of Fulton County, Vendor to provide evidence of policy renewal for 5 years thereafter.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

DC Plan Administrator

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement

DC Plan Administrator

of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

**SECTION 8
EXHIBITS**

Exhibit 1 – Required Submittal Checklist

The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD’s as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked “Original”, five (5) CD’s	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal & Exhibit B Executive Summary Project Plan/Understanding of Task Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire Core Questionnaire Due Diligence Questionnaire Completed & signed Exhibit B for existing vendors	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
9	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit	

	Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
10	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
11	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
12	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
13	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

EXHIBIT 2 – REQUIRED LETTER FOR CURRENT PROVIDERS (BELOW TO BE PRINTED ON PROVIDERS LETTERHEAD AND SIGNED BY AN AUTHORIZED REPRESENTATIVE AND NOTORIZED TO LEGALLY BIND THE PROVIDER)

[Date]

Fulton County, Georgia
Attn: Mr. Patrick O'Connor
141 Pryor Street, Suite 7001
Atlanta, GA 30303

Dear Mr. O'Connor:

"Insert Name of Firm" is providing a proposal for 457 Deferred Compensation Plan Administrator services, as provided for under 12RFPXXXXXX-XX. As required to be deemed qualified our firm guarantees that if our firm is not selected as the most qualified vendor and advantageous proposer based on the evaluation criteria set forth in Section 4 of the RFP, we agree in advance to the following:

- We will work with the County to provide all assistance necessary to ensure a smooth transition of assets to the selected provider;
- We will waive any redemption fees associated with transition of the assets currently under administration by our company;
- We will waive any withdrawals limitations on currently held assets, including fixed rate accounts or other short term investment vehicle;
- We will waive any limitations on transfer of any/all assets currently under administration by our Company;
- We will waive any market value adjustments;
- We will waive any back end fees on any/all assets

Sincerely,

Authorized Representatives Name
Authorized Representatives Title

(DOCUMENT IS REQUIRED TO BE NOTARIZED)

**EXHIBIT 3 – CURENT HOLDINGS BY INVESTMENT OPTION FOR EACH OF THE
CURRENT PROVIDERS**

EXHIBITS 3(A), 3(B), 3(C), and 3(D) SHOULD FOLLOW

Section 8 0 Exhibits - Exhibit 3-A METLIFE

Date: 09/21/2011

1014759-01 FULTON COUNTY GOVERNMENT

User:9HRA

Time: 14:01

ASSET SUMMARY BY FUND - GQ19KWAS

Request ID:3918514

As of 06/30/2011

Employer		Total		Employee			
Fund Name		Assets	Percent	Count	Assets	Percent	Count
American Century Income & Growth - A	0.00 0.00	20089.59	2.40	4	20089.59	2.40	0
MIST - Harris Oakmark International Cl A	0.00 0.00	2387.16	0.29	2	2387.16	0.29	0
MSF - FI Value Leaders - CL D	0.00 0.00	110.76	0.01	1	110.76	0.01	0
MSF - BlackRock Bond Income - CL A	0.00 0.00	3262.91	0.39	1	3262.91	0.39	0
Legg Mason CB Vari Eq Inc Builder - CL I	0.00 0.00	3.06	0.00	1	3.06	0.00	0
wells Fargo VT Small Cap Value	0.00 0.00	145827.50	17.42	1	145827.50	17.42	0
Dreyfus Emerging Leader	0.00 0.00	4412.49	0.53	3	4412.49	0.53	0
MSF - BlackRock Diversified - CL A	0.00 0.00	24938.45	2.98	1	24938.45	2.98	0
GAMCO Growth Fund	0.00 0.00	2363.59	0.28	2	2363.59	0.28	0
GTS Fixed Account (Trad Transfer)	0.00 0.00	4220.11	0.50	1	4220.11	0.50	0
GTS Fixed Account (Traditional)	0.00 0.00	276342.16	33.00	14	276342.16	33.00	0
MSF FOF - Con to Mod Allocation - CL B	0.00 0.00	61277.42	7.32	5	61277.42	7.32	0
MSF FOF - MetLife Moderate Alloc - CL B	0.00 0.00	15121.57	1.81	7	15121.57	1.81	0
MSF FOF - Mod to Agg Allocation - CL B	0.00 0.00	4059.73	0.48	4	4059.73	0.48	0
MIST - PIMCO Total Return - CL B	0.00 0.00	1914.55	0.23	2	1914.55	0.23	0
MSF - MetLife Stock Idx - CL A	0.00 0.00	4273.05	0.51	4	4273.05	0.51	0
MSF - Barclays Cap Aggregate Bond Idx-A	0.00 0.00	120179.48	14.35	1	120179.48	14.35	0
MIST - American Funds (R) Gro Allo CL C	0.00 0.00	156.40	0.02	1	156.40	0.02	0
MSF - Morgan Stanley EAFE (R) Idx - CL A	0.00 0.00	1.39	0.00	1	1.39	0.00	0
MSF - T. Rowe Price Small Cap Gr Cl B	0.00 0.00	10503.05	1.25	1	10503.05	1.25	0
Perkins Small Cap Value Fund T	0.00 0.00	10945.90	1.31	4	10945.90	1.31	0
MIST - Oppenheimer Appreciation Cl A	0.00 0.00	190.57	0.02	1	190.57	0.02	0
MIST - Lazard Mid Cap - CL A	0.00 0.00	5332.53	0.64	2	5332.53	0.64	0
ING GNMA Income Fund A	0.00 0.00	4244.64	0.51	1	4244.64	0.51	0
Oppenheimer Developing Market Fund - A	0.00 0.00	195.18	0.02	1	195.18	0.02	0



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4/01/2011 through 06/30/2011

Printed Date: 7/12/2011

INVESTMENT VEHICLE	BEGIN VALUE	CONTRIBUTIONS	CAP TRANSFERS	DIVIDEND	INT EARNED	GAIN/LOSS	DISTRIB	INTL TRANSFER	CHARGES/ADJUSTMENTS	END VALUE
AGGRESSIVE GROWTH LIFESTYLE	16,842.66	183.12	0.00	0.00	0.00	25.61	0.00	0.00	0.00	17,051.39
AIM LARGE CAP GROWTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMERICAN CENTURY ULTRA FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ASSET ALLOCATION FUND	35,934.00	502.73	6,595.98	0.00	0.00	88.36	-225.11	-113.85	0.00	42,782.11
BLUE CHIP GROWTH FUND	642,377.17	20,069.19	10,259.01	0.00	0.00	2,566.02	-18,433.24	-18,639.86	-756.63	637,441.66
BROAD CAP VALUE INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL APPRECIATION FUND	8,091.56	207.18	0.00	0.00	0.00	82.19	0.00	0.00	0.00	8,380.93
CAPITAL CONSERVATION	29,046.08	1,174.38	0.00	0.00	0.00	475.14	0.00	88.91	-16.35	30,768.16
CONSERVATIVE GROWTH LIFESTYLE	4,120.43	190.14	0.00	0.00	0.00	32.15	0.00	0.00	0.00	4,342.72
CORE BOND FUND	230,307.48	9,565.51	2,326.73	0.00	0.00	3,424.14	-3,636.83	12,067.84	-298.20	253,756.67
CORE EQUITY FUND	210,432.56	1,891.08	0.00	0.00	0.00	-353.03	-73.81	0.00	-14.43	211,882.37
CS SMALL CAP GROWTH FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DIVIDEND VALUE	256,706.63	8,050.40	2,182.36	0.00	0.00	2,872.77	-8,681.53	-7,222.54	-285.10	253,622.99
DREYFUS BASIC US MKRTG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EVERGREEN EQUITY INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EVERGREEN FUNDMNTAL LG CAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EVERGREEN SPECIAL VALUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIXED ACCOUNT PLUS	9,305,883.21	166,170.38	57,534.35	0.00	75,681.74	0.00	-192,081.47	7,098.62	-1,082.71	9,419,204.12
FOREIGN VALUE	790,049.23	21,545.86	4,052.94	0.00	0.00	7,515.84	-20,420.44	10,145.47	-845.45	812,043.45
GLOBAL EQUITY	146,862.92	2,940.78	0.00	0.00	0.00	616.72	-2,636.86	-1,164.17	12.56	146,631.95
GLOBAL REAL ESTATE FUND	229,400.15	6,159.86	1,247.07	0.00	0.00	5,067.34	-5,280.35	-34,724.21	-252.88	201,616.98
GLOBAL SOCIAL AWARENESS FUND	260,274.63	2,372.95	0.00	0.00	0.00	2,861.55	-1,709.09	-8,505.88	-161.02	256,842.23
GLOBAL STRATEGY	238,612.30	5,981.96	0.00	0.00	0.00	5,747.09	-6,367.26	-3,130.11	-129.59	248,632.26
GOVERNMENT SECURITIES FUND	159,340.50	9,060.00	3,877.88	0.00	0.00	4,131.06	0.00	-1,684.52	-17.57	166,782.48
GROWTH & INCOME FUND	106,684.55	981.30	0.00	0.00	0.00	-1,566.09	0.00	-1,684.52	-26.43	104,397.67
GROWTH FUND	796,741.25	7,694.49	6,595.98	0.00	0.00	327.43	-2,301.02	-978.57	0.00	808,053.13
HEALTH SCIENCES FUND	89,516.06	403.08	0.00	0.00	0.00	4,414.02	0.00	-817.80	0.00	93,515.36
HIGH YIELD BOND FUND	238,440.90	4,425.26	1,551.15	0.00	0.00	1,097.80	-3,159.00	1,262.77	-323.45	243,295.43
INFLATION PROTECTED FUND	204,353.52	6,354.83	2,326.70	0.00	0.00	5,538.56	-3,678.05	1,517.13	-297.67	216,115.02
INTERNATIONAL EQUITIES FUND	733,139.45	22,347.86	4,867.60	0.00	0.00	10,716.37	-23,713.03	5,098.74	-954.78	751,502.21
INTERNATIONAL GOVERNMENT BOND	76,049.25	2,160.69	0.00	0.00	0.00	2,331.67	0.00	430.62	0.00	80,972.23
INTERNATIONAL GROWTH I FUND	444,488.16	10,785.01	7,531.27	0.00	0.00	13,134.80	-18,369.36	-4,455.90	-296.08	452,817.90
INTL SMALL CAP EQUITY	272,794.54	5,989.08	1,247.06	0.00	0.00	2,605.48	-28,813.17	-1,166.49	-210.37	252,446.13
JANUS ADVISER WORLDWIDE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JANUS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LARGE CAP CORE	198,099.41	3,805.49	775.58	0.00	0.00	-469.29	-1,151.87	-35,511.94	-192.30	165,355.08
LARGE CAP GROWTH FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LARGE CAP VALUE FUND	41,799.05	1,401.16	0.00	0.00	0.00	-346.46	-385.97	0.00	-19.67	42,448.11
LARGE CAPITAL GROWTH	311,358.75	1,446.84	6,595.97	0.00	0.00	-2,058.07	-3,937.20	-72,987.42	-9.77	240,409.10
LOAN COLLATERAL FUND	782,589.13	0.00	0.00	0.00	5,583.16	0.00	-15,640.57	86,411.94	0.00	858,943.66
LOAN ESCROW FUND	11,767.95	0.00	0.00	0.00	93.48	0.00	-236.20	1,526.22	0.00	13,151.45



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INVESTMENT VEHICLE	BEGIN VALUE	CONTRIBUTIONS	CAP TRANSFERS	DIVIDEND	INT EARNED	GAIN/LOSS	DISTRIB	INTL TRANSFER	CHARGES/ADJUSTMENTS	END VALUE
LOU HOLLAND GROWTH FUND	352.23	63.42	0.00	0.00	0.00	4.99	0.00	0.00	0.00	420.64
MID CAP GROWTH FUND	63,761.42	775.62	0.00	0.00	0.00	121.48	-20,098.52	20,932.18	0.00	65,492.18
MID CAP INDEX FUND	2,432,828.76	41,479.69	16,023.88	0.00	0.00	-25,975.12	-46,928.35	2,065.41	-497.52	2,418,996.75
MID CAP STRATEGIC GWTH	164,843.75	1,807.04	0.00	0.00	0.00	3,623.97	-21,804.50	0.00	-27.05	148,443.21
MID CAP VALUE FUND	808,425.51	19,247.96	3,507.56	0.00	0.00	-19,704.44	-15,803.29	31,276.46	-841.91	826,107.85
MODERATE GROWTH LIFESTYLE	127,023.84	2,953.51	0.00	0.00	0.00	374.99	-87.79	0.00	0.00	130,264.55
MONEY MARKET I FUND	154,623.00	4,017.88	55,520.22	0.00	0.00	-613.28	0.00	90,882.58	-0.19	304,430.21
MONEY MARKET II FUND	95,780.39	1,508.76	1,551.15	0.00	0.00	-174.29	-2,153.88	-2,160.31	-42.02	94,309.80
MORGAN STANLEY INST MDCP GR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MULTI-YEAR ENHANCED FIXED 3YR	3,687.87	0.00	0.00	0.00	27.28	0.00	0.00	0.00	0.00	3,715.15
NASDAQ-100(R) INDEX FUND	44,643.38	1,245.88	0.00	0.00	0.00	-771.27	-7,123.00	6,977.40	-24.63	44,947.76
NEUBERGER&BERMAN GUARDIAN TRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUTNAM GLOBAL EQUITY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUTNAM NEW OPPORTUNITIES FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUTNAM OTC & EMERG GROWTH FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCIENCE & TECHNOLOGY FUND	750,241.03	7,618.20	0.00	0.00	0.00	-13,052.40	-19,675.47	13,174.58	10.47	738,316.41
SHORT TERM FIXED ACCOUNT	428,678.90	8,580.09	22,218.83	0.00	2,835.63	0.00	-80,789.58	33,146.07	-240.52	414,429.42
SIT SMALL CAP GROWTH FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SM CAP AGGRESSIVE GWTH	75,137.86	1,706.45	0.00	0.00	0.00	1,124.74	-597.71	0.00	-26.63	77,344.71
SMALL CAP FUND	291,384.95	2,480.27	7,544.30	0.00	0.00	-3,464.65	-11,787.32	0.00	0.00	286,157.55
SMALL CAP GROWTH FUND	40,907.86	795.00	0.00	0.00	0.00	-440.17	0.00	-819.63	0.00	40,443.06
SMALL CAP INDEX FUND	1,058,365.04	25,479.86	1,870.59	0.00	0.00	-20,097.91	-34,503.08	8,462.74	-572.04	1,039,005.20
SMALL CAP SPECIAL VALUE FUND	340,232.85	4,801.73	0.00	0.00	0.00	-4,442.50	-12,652.00	0.00	0.00	327,940.08
SMALL CAP VALUE FUND	319,570.11	8,170.93	1,558.82	0.00	0.00	-5,931.78	-64,323.62	-5,516.59	-227.21	253,300.66
SMALL MID GROWTH FUND	23,205.27	298.62	0.00	0.00	0.00	672.67	0.00	0.00	0.00	24,176.56
SOCIALLY RESPONSIBLE FUND	391.45	856.60	37,721.48	0.00	0.00	-312.54	0.00	0.00	0.00	38,656.99
STOCK INDEX FUND	3,350,127.69	74,282.64	76,023.37	0.00	0.00	-4,257.72	-103,030.83	-16,324.39	-754.78	3,376,065.98
STRATEGIC BOND FUND	157,840.72	3,912.30	0.00	0.00	0.00	2,095.24	-563.45	-299.47	-35.74	162,949.60
SUNAM 2015 HIGH WATERMARK	287.12	0.00	0.00	0.00	0.00	6.58	0.00	0.00	0.00	293.70
SUNAM 2020 HIGH WATERMARK	10,532.53	485.28	0.00	0.00	0.00	322.37	0.00	0.00	0.00	11,340.18
TEMPLETON FOREIGN FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEMPLETON GL ASSET ALO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VALUE FUND	389,720.16	10,092.97	1,558.82	0.00	0.00	-5,409.48	-6,977.56	2,536.60	-420.97	391,100.54
VANGUARD LIFESTRATEGY CONSER	60,311.43	7,959.99	0.00	0.00	0.00	520.38	0.00	0.00	0.00	68,791.80
VANGUARD LIFESTRATEGY GROWTH	40,348.73	1,111.50	0.00	0.00	0.00	101.87	0.00	0.00	0.00	41,562.10
VANGUARD LIFESTRATEGY MODERA	107,285.00	5,783.40	0.00	0.00	0.00	740.41	0.00	-225.35	0.00	113,583.46
VANGUARD LONG-TERM TREASURY	116,184.70	3,234.66	0.00	0.00	0.00	3,271.62	-3,738.10	-33,660.73	-48.46	85,243.69
VANGUARD LT INV-GRADE FUND	76,175.48	3,982.94	22,632.89	0.00	0.00	1,904.49	-2,812.47	-37,047.04	-40.36	64,795.93
VANGUARD WELLINGTON FUND, INC.	2,628,927.85	46,219.06	30,177.19	0.00	0.00	15,294.36	-87,326.11	-50,551.57	-316.18	2,582,424.60
VANGUARD WINDSOR II	1,346,959.35	23,095.26	2,607.09	0.00	0.00	610.17	-10,912.89	2,606.06	-660.95	1,364,304.09

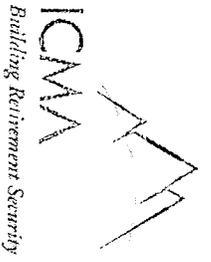
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Printed Date: 7/12/2011

4/01/2011 through 06/30/2011

<u>INVESTMENT VEHICLE</u>	<u>BEGIN VALUE</u>	<u>CONTRIBUTIONS</u>	<u>CAP TRANSFERS</u>	<u>DIVIDEND</u>	<u>INT EARNED</u>	<u>GAIN/LOSS</u>	<u>DISTRIB</u>	<u>INTL TRANSFER</u>	<u>CHARGES/ADJUSTMENTS</u>	<u>END VALUE</u>
Plan FULTON CO BD COMMISSIONERS D C	32,380,889.71	637,908.12	400,083.82	0.00	84,221.29	-2,978.05	-914,620.95	0.00	-10,944.58	32,574,559.36
Grand Total	32,380,889.71	637,908.12	400,083.82	0.00	84,221.29	-2,978.05	-914,620.95	0.00	-10,944.58	32,574,559.36



**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

001-0766

WILMA M ROBINSON
 FULLTON COUNTY
 141 PRYOR STREET
 SUITE 7001
 ATLANTA GA 30303-3468

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 Did you know that ICMA-RC has an electronic solution for most of the common transactions you manage each day? Enrollments, deferrals and loans can be managed quickly and easily with a click of a mouse. Log on to EZLink at www.icmarc.org and review your messages to obtain complete information.

April 1, 2011 - June 30, 2011

If You Need Assistance

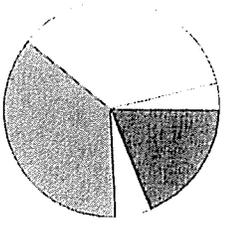
Call Your Client Services Team 800-326-7272
 Automated Access 24 hours/7 days
 En Español 800-669-8216
 Web site www.icmarc.org

Account Summary

	This Period	Year-To-Date
Beginning Balance	\$7,246,702.20	\$7,054,351.27
Contributions/Other Credits	\$121,984.56	\$267,709.99
Distributions/Other Debits	-\$213,393.24	-\$427,545.93
Fees	-\$672.78	-\$922.78
Gain/Loss	\$32,902.67	\$293,930.86
Ending Balance	\$7,187,523.41	\$7,187,523.41
Outstanding Loan Balance	\$131,786.58	
Total Plan Assets	\$7,319,309.99	
Total plan assets includes fund and active loan balances.		

Asset Allocation

Asset Category	Percent of Assets	Balance
Stable Value/Money Market Funds	19%	\$1,357,489.40
Bond Funds	5%	\$363,361.26
Balanced/Asset Allocation Funds	37%	\$2,645,688.28
U.S. Stock Funds	35%	\$2,540,855.61
International Stock Funds	4%	\$280,128.86
Total Assets	100%	\$7,187,523.41



If any of your data is incorrect, please contact Client Services so that we can update your records.

Plan Data
 Plan Name **FULTON COUNTY**
 Plan Number 300707

Please review your statement carefully. If you believe there is an error due to a transaction not previously confirmed, please notify ICMA-RC at 800-326-7272 (an Español 800-669-8216) within 90 days of quarter end. Failure to do so may prevent ICMA-RC from adjusting your account.

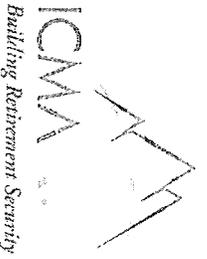
Quarterly Financial Report for
Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Allocation Summary by Fund

Investment	Percent of Assets	Units/ Shares	Unit/Share Value	Ending Balance
Stable Value/Money Market Funds				
VantageTrust PLUS Fund	18%	N/A	N/A	\$1,324,953.83
VantageTrust Cash Management	0%	30,371.6600	\$1.00	\$30,371.66
VT 3 Year BoA CD Account	0%	N/A	N/A	\$15.34
VT 3-Year CD	0%	N/A	N/A	\$2,112.85
VT 5-Year CD	0%	N/A	N/A	\$35.72
Bond Funds				
VT Vantagepoint Cor Bnd Ldx II	2%	15,335.9476	\$10.23	\$156,886.73
VT PIMCO Total Return Admin	1%	5,762.7743	\$10.99	\$63,332.89
VT Vantagepoint Infl Prot Sec	1%	6,357.9377	\$11.25	\$71,526.80
VT PIMCO High Yield Admin	1%	7,651.1557	\$9.36	\$71,614.84
Balanced/Asset Allocation Funds				
VT Vantagepoint MS Ret Inc	1%	3,281.7656	\$10.66	\$34,983.63
VT Vantagepoint Milestone 2010	1%	4,545.5229	\$10.67	\$48,500.75
VT Vantagepoint Milestone 2015	0%	189,2640	\$10.82	\$2,047.83
VT Vantagepoint Milestone 2020	2%	10,169,9008	\$10.84	\$110,241.70
VT Vantagepoint Milestone 2025	0%	2,329,0519	\$10.80	\$25,153.76
VT Vantagepoint Milestone 2030	0%	1,808,4866	\$10.92	\$19,748.68
VT Vantagepoint Milestone 2035	1%	4,710,5609	\$10.90	\$51,345.12
VT Vantagepoint Milestone 2040	0%	1,723,1896	\$10.94	\$18,851.70
VT Vantagepoint Milestone 2045	0%	366,4923	\$12.04	\$4,412.57
VT Vantagepoint MP Svgs Orited	4%	12,533,7184	\$25.11	\$314,721.67
VT Vantagepoint MP Cons Growth	5%	13,509,2377	\$24.51	\$331,111.43
VT Vantagepoint MP Trad Growth	12%	35,855,6837	\$23.15	\$830,059.10
VT Vantagepoint MP Lng-Term Gth	6%	19,989,1546	\$22.50	\$449,755.97
VT Vantagepoint MP All-Eq Gith	4%	14,157,3027	\$20.98	\$297,020.23
VT Fidelity Puritan	2%	5,755,0277	\$18.72	\$107,734.14





**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

April 1, 2011 - June 30, 2011

Allocation Summary by Fund (continued)

Investment	Percent of Assets	Units/ Shares	Unit/Share Value	Ending Balance
U.S. Stock Funds				
VT Vantagepoint Equity Income	1%	10,501,6543	\$9.33	\$97,980.43
VT Eaton Vance Large-Cap Value	1%	2,537,0466	\$18.61	\$47,214.45
VT Allianz NFJ Div Value Admin	1%	3,971,9465	\$12.14	\$48,219.41
VT Vantagepoint 500 Stk Idx II	5%	34,404,8808	\$9.95	\$342,328.56
VT Vantagepoint Grwth & Income	1%	7,900,6710	\$10.20	\$80,586.84
VT Vantagepoint Brd Mkt Idx II	6%	36,419,3738	\$10.89	\$396,606.98
VT BlackRock Lrg Cap Cor Ret K	0%	161,1096	\$12.40	\$1,997.76
VT Legg Mason Value Trust FI	0%	172,5138	\$44.89	\$7,744.15
VT Vantagepoint Growth	7%	51,125,8761	\$9.07	\$463,711.69
VT Fidelity Contrafund	4%	3,883,7895	\$70.61	\$274,234.39
VT Calvert Equity Portfolio	0%	2,1755	\$38.77	\$84.34
VT T. Rowe Price Growth Stock	3%	5,240,0217	\$33.53	\$175,697.90
VT Vantagepoint Select Value	0%	2,774,1248	\$10.70	\$29,683.14
VT Gold. Sachs Mid Cap Value A	0%	805,8248	\$38.01	\$30,629.40
VT Columbia Mid Cap Value Z	0%	4,7846	\$14.39	\$68.85
VT Vantagepoint Mid/Sml Idx II	2%	7,126,5972	\$15.65	\$111,531.25
VT Royce Premier Service	0%	1,452,4026	\$21.83	\$31,705.94
VT Vantagepoint Aggressive Ops	4%	22,187,0789	\$11.88	\$263,582.49
VT Harbor Mid Cap Growth Admin	0%	1,749,0378	\$9.32	\$16,301.04
VT Rainier Small/Mid Cap Eqty	1%	1,968,1192	\$35.71	\$70,281.53
VT Vantagepoint Discovery	0%	16,4921	\$9.83	\$162.12
VT T. Rowe Price Sm Cap Value	0%	783,8513	\$37.78	\$29,613.91
VT Royce Value Plus Service	0%	0,7257	\$13.97	\$10.14
VT Nuveen Real Estate Secs	0%	1,051,3039	\$19.86	\$20,878.90
International Stock Funds				
VT Vantagepoint International	1%	7,800,1151	\$9.98	\$77,845.13
VT Vantagept Ovrseas Eq Ix II	1%	8,585,5464	\$10.72	\$92,037.07
VT Fidelity Diversified Intl	1%	2,711,1578	\$31.14	\$84,425.47
VT Harbor International Admin	0%	400,9502	\$64.40	\$25,821.19
Total	100%			\$7,187,523.41

**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

April 1, 2011 - June 30, 2011

Activity Summary by Fund

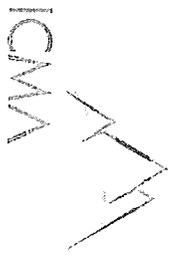
Investment	Beginning Balance	Contributions/ Other Credits	Distributions/ Other Debits	Transfers	Fees	Gain/Loss	Ending Balance
Stable Value/Money Market Funds							
Welcome	\$0.00	\$46.34	-\$46.34	\$0.00	\$0.00	\$0.00	\$0.00
VantageTrust PLUS Fund	\$1,368,437.69	\$17,228.77	-\$70,037.30	-\$500.00	-\$236.28	\$10,060.95	\$1,324,953.83
VantageTrust Cash Management	\$29,725.87	\$2,924.30	-\$2,292.12	\$13.61	\$0.00	\$0.00	\$30,371.66
VT 3-Year BoA CD Account	\$15.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03	\$15.34
VT 3-Year CD	\$2,109.82	\$0.00	\$0.00	-\$13.61	\$0.00	\$16.64	\$2,112.85
VT 5-Year CD	\$35.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.30	\$35.72
Bond Funds							
VT Vantagepoint Cor Bnd ldx II	\$153,043.76	\$855.72	-\$438.26	\$0.00	\$0.00	\$3,425.51	\$156,886.73
VT PIMCO Total Return Admin	\$61,556.12	\$1,516.74	\$0.00	-\$848.94	\$0.00	\$1,108.97	\$63,332.89
VT Vantagepoint Intl Prot Sec	\$68,561.88	\$1,094.52	-\$143.04	\$0.00	-\$22.94	\$2,036.38	\$71,526.80
VT PIMCO High Yield Admin	\$70,530.12	\$577.03	-\$895.48	\$829.37	\$0.00	\$573.80	\$71,614.84
Balanced/Asset Allocation Funds							
VT Vantagepoint MS Ret Inc	\$34,900.05	\$10.00	-\$289.39	\$0.00	\$0.00	\$362.97	\$34,983.63
VT Vantagepoint Milestone 2010	\$46,308.31	\$1,701.13	\$0.00	\$0.00	\$0.00	\$491.31	\$48,500.75
VT Vantagepoint Milestone 2015	\$1,908.57	\$119.72	\$0.00	\$0.00	\$0.00	\$19.54	\$2,047.83
VT Vantagepoint Milestone 2020	\$105,098.80	\$4,233.00	\$0.00	\$0.00	\$0.00	\$909.90	\$110,241.70
VT Vantagepoint Milestone 2025	\$23,262.63	\$1,704.91	\$0.00	\$0.00	\$0.00	\$186.22	\$25,153.76
VT Vantagepoint Milestone 2030	\$18,438.35	\$1,182.12	\$0.00	\$0.00	\$0.00	\$128.21	\$19,748.68
VT Vantagepoint Milestone 2035	\$43,979.25	\$7,059.31	\$0.00	\$0.00	\$0.00	\$306.56	\$51,345.12
VT Vantagepoint Milestone 2040	\$17,568.82	\$1,174.48	\$0.00	\$0.00	\$0.00	\$108.40	\$18,851.70
VT Vantagepoint Milestone 2045	\$4,164.42	\$225.00	\$0.00	\$0.00	\$0.00	\$23.15	\$4,412.57
VT Vantagepoint MP Svgs Orinted	\$305,739.78	\$6,003.02	-\$200.00	\$0.00	-\$50.00	\$3,228.87	\$314,721.67
VT Vantagepoint MP Cons Growth	\$334,138.25	\$5,177.25	-\$11,245.01	\$0.00	\$0.00	\$3,040.94	\$331,111.43
VT Vantagepoint MP Trad Growth	\$826,742.08	\$17,603.71	-\$20,066.58	\$0.00	-\$75.00	\$5,854.89	\$830,059.10
VT Vantagepoint MP Lng-Trm Gwth	\$440,566.31	\$9,394.79	-\$2,959.49	\$0.00	-\$55.75	\$2,810.11	\$449,755.97
VT Vantagepoint MP All-Eq Gwth	\$289,029.17	\$7,099.48	\$0.00	\$0.00	\$0.00	\$891.58	\$297,020.23
VT Fidelity Puritan	\$109,581.25	\$2,501.72	-\$4,572.67	\$0.00	\$0.00	\$223.84	\$107,734.14

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Building Retirement Security

Quarterly Financial Report for
Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Activity Summary by Fund (continued)

Investment	Beginning Balance	Contributions/ Other Credits	Distributions/ Other Debits	Transfers	Fees	Gain/Loss	Ending Balance
U.S. Stock Funds							
VT Vantagepoint Equity Income	\$97,279.08	\$1,502.55	-\$1,343.07	\$15.00	-\$15.38	\$542.25	\$97,980.43
VT Eaton Vance Large-Cap Value	\$49,973.30	\$243.08	-\$2,774.19	\$15.00	\$0.00	-\$242.74	\$47,214.45
VT Allianz NFJ Div Value Admin	\$47,577.06	\$352.41	\$0.00	\$15.00	\$0.00	\$274.94	\$48,219.41
VT Vantagepoint 500 Stk Idx II	\$339,662.52	\$4,801.54	-\$2,469.84	\$0.00	-\$30.38	\$364.72	\$342,328.56
VT Vantagepoint Grwth & Income	\$83,834.39	\$1,484.94	-\$4,629.01	\$15.00	\$0.00	-\$118.48	\$80,586.84
VT Vantagepoint Brd Mkt Idx II	\$403,173.26	\$3,857.05	-\$9,970.72	\$10.00	-\$57.03	-\$405.58	\$396,606.98
VT BlackRock Lrg Cap Cor Ret K	\$1,731.08	\$202.50	\$0.00	\$15.00	\$0.00	\$49.18	\$1,997.76
VT Legg Mason Value Trust FI	\$10,354.66	\$240.29	-\$2,809.56	\$10.00	\$0.00	-\$51.24	\$7,744.15
VT Vantagepoint Growth	\$478,518.22	\$4,196.93	-\$15,407.16	\$10.00	-\$41.57	-\$3,564.73	\$463,711.69
VT Fidelity Contrafund	\$279,438.79	\$2,756.14	-\$6,551.72	\$10.00	\$0.00	-\$1,418.82	\$274,234.39
VT Calvert Equity Portfolio	\$73.31	\$0.00	\$0.00	\$10.00	\$0.00	\$1.03	\$84.34
VT T. Rowe Price Growth Stock	\$190,909.97	\$1,783.78	-\$16,884.78	\$25.00	\$0.00	-\$136.07	\$175,697.90
VT Vantagepoint Select Value	\$29,713.33	\$0.00	\$0.00	\$25.00	\$0.00	-\$55.19	\$29,683.14
VT Gold. Sachs Mid Cap Value A	\$30,402.39	\$144.00	\$0.00	\$25.00	\$0.00	\$58.01	\$30,629.40
VT Columbia Mid Cap Value Z	\$43.65	\$0.00	\$0.00	\$25.00	\$0.00	\$0.20	\$68.85
VT Vantagepoint Mid/Sml Idx II	\$111,345.24	\$1,004.48	\$0.00	\$25.00	\$0.00	-\$843.47	\$111,531.25
VT Royce Premier Service	\$30,835.77	\$1,183.52	\$0.00	\$25.00	\$0.00	-\$338.35	\$31,705.94
VT Vantagepoint Aggressive Ops	\$300,127.54	\$1,539.99	-\$31,822.26	\$25.00	\$0.00	-\$2,251.28	\$263,582.49
VT Harbor Mid Cap Growth Admin	\$12,030.72	\$508.39	\$0.00	-\$3,974.07	\$0.00	-\$37.43	\$263,582.49
VT Rainier Small/Mid Cap Eqty	\$68,978.49	\$1,131.86	\$0.00	\$4,043.64	\$0.00	-\$281.71	\$16,301.04
VT Vantagepoint Discovery	\$135.26	\$3.96	\$0.00	\$25.00	\$0.00	\$146.18	\$70,281.53
VT T. Rowe Price Sm Cap Value	\$30,527.86	\$960.98	-\$1,143.35	\$25.00	-\$51.02	-\$2.10	\$162.12
VT Royce Value Plus Service	\$10.41	\$0.00	\$0.00	\$0.00	\$0.00	-\$705.56	\$29,613.91
VT Nuveen Real Estate Secs	\$20,326.19	\$583.64	-\$783.90	\$0.00	\$0.00	-\$0.27	\$10.14
International Stock Funds							
VT Vantagepoint International	\$78,482.18	\$323.28	-\$3,618.00	\$25.00	\$0.00	\$2,632.67	\$77,845.13
VT Vantagept Overseas Eq Ix II	\$88,768.04	\$1,368.51	\$0.00	\$25.00	\$0.00	\$1,875.52	\$92,037.07
VT Fidelity Diversified Intl	\$82,142.59	\$2,169.18	\$0.00	\$25.00	\$0.00	\$88.70	\$84,425.47

**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

April 1, 2011 - June 30, 2011

Activity Summary by Fund (continued)

Investment	Beginning Balance	Contributions/ Other Credits	Distributions/ Other Debits	Transfers	Fees	Gain/Loss	Ending Balance
International Stock Funds (continued)							
VT Harbor International Admin	\$24,864.87	\$208.50	\$0.00	\$25.00	\$0.00	\$722.82	\$25,821.19
Total Account	\$7,246,702.20	\$121,984.56	-\$213,393.24	\$0.00	-\$672.78	\$32,902.67	\$7,187,523.41

Activity Detail

Contributions/Other Credits	Distributions/Other Debits
Contributions	Distributions
Loan Repays	Loan Issuances
Misc. Credits	Misc. Debits
Total	Total
\$113,197.50	-\$189,919.49
\$8,374.57	-\$23,061.26
\$412.49	-\$412.49
\$121,984.56	-\$213,393.24

Certificates of Deposit

Early withdrawal penalties may apply for redemptions prior to the maturity date.

Certificate	Maturity Date	Interest Rate	Balance
VT 3-Year CD	07/29/2011	3.46%	\$45.13
VT 3-Year CD	08/31/2011	3.37%	\$4.58
VT 3-Year CD	09/30/2011	3.08%	\$25.18
VT 3-Year CD	10/31/2011	3.22%	\$1,976.13
VT 3-Year CD	11/30/2011	1.73%	\$20.93
VT 3-Year CD	12/30/2011	1.14%	\$20.59
VT 3-Year CD	01/31/2012	0.62%	\$20.31
Total 3 Year CD			\$2,112.85
VT 3 Year BoA CD Account	01/31/2013	0.85%	\$15.34
Total 3 Year CD			\$15.34
VT 5-Year CD	02/28/2013	2.86%	\$2.29
VT 5-Year CD	03/28/2013	3.17%	\$4.61
VT 5-Year CD	04/30/2013	2.76%	\$4.54
VT 5-Year CD	05/31/2013	3.36%	\$4.62
VT 5-Year CD	06/28/2013	3.35%	\$4.66
VT 5-Year CD	07/31/2013	3.83%	\$4.66
VT 5-Year CD	08/30/2013	3.74%	\$4.63





Building Retirement Security

Quarterly Financial Report for
Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Certificates of Deposit (continued)

Certificate	Maturity Date	Interest Rate	Balance
VT 5-Year CD	09/30/2013	3.46%	\$3.43
VT 5-Year CD	10/31/2013	3.50%	\$2.28
Total 5 Year CD			\$35.72
Total Certificates of Deposit			\$2,163.91

Account Balance by Source

Pre-Tax	\$6,543,791.44
Total Employer/Employee	\$6,543,791.44
Pre-Tax	\$643,731.97
Total Rollover	\$643,731.97
Ending Balance	\$7,187,523.41

Contribution Summary

This Period	Contributions	Date	Employer/Employee
Year To Date	\$113,197.50	04/12/2011	\$18,430.55
	\$236,379.13	04/25/2011	\$19,600.70
		05/09/2011	\$18,366.25
		05/23/2011	\$19,170.81
		06/06/2011	\$18,649.94
		06/20/2011	\$18,979.25
		Cash Received from Employer	\$113,197.50
		Total Contributions	\$113,197.50

Activity dated outside the current period reflects adjustments to your account to ensure proper crediting of earnings.

**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

April 1, 2011 - June 30, 2011

Loan Report

Name	Reference Code	Loan Number	Interest Paid	Beginning Balance	Issuance/Refinance	Loan Default	DDL Applied as Principal	Interest Applied as Principal	Principal Paid	Ending Balance
BARROW, HELEN W	RKVSBRJ9	001	\$36.26	\$3,949.26	\$0.00	\$0.00	\$0.00	\$0.00	\$246.40	\$3,702.86
BROOKS, CLARICE M	RTVNHGRM	002	\$0.00	\$0.00	\$4,991.27	\$0.00	\$0.00	\$0.00	\$0.00	\$4,991.27
COSTELLO, ELIZABETH A	RNDJPCNY	001	\$25.84	\$2,849.84	\$0.00	\$0.00	\$0.00	\$0.00	\$283.01	\$2,566.83
DAY, SANDRA A.	RPWCSTWJ	002	\$10.68	\$1,196.53	\$0.00	\$0.00	\$0.00	\$0.00	\$174.78	\$1,021.75
EDENS, JAMES M	RHWSTWJ	001	\$60.99	\$6,805.83	-\$5,904.99	\$0.00	\$0.00	\$0.00	\$900.84	\$0.00
HULL, DJUNA R	RHY9TWNV	002	\$0.00	\$0.00	\$12,022.16	\$0.00	\$0.00	\$0.00	\$0.00	\$12,022.16
HUNT, MARK	RFGCVJWV	001	\$86.58	\$9,389.99	\$0.00	\$0.00	\$0.00	\$0.00	\$462.54	\$8,927.45
JACKSON, DEBRA DENISE	RHYGKNFG	001	\$9.78	\$0.00	\$1,576.91	\$0.00	\$0.00	\$0.00	\$47.96	\$1,528.95
JONES, DAVID A	RFDLPGGH	001	\$54.15	\$5,887.76	\$0.00	\$0.00	\$0.00	\$0.00	\$335.22	\$5,552.54
JOSAPHAT, GINETTE D	RNWKSLGF	001	\$29.79	\$3,232.67	\$0.00	\$0.00	\$0.00	\$0.00	\$162.42	\$3,070.25
LILLIE, PERCY	RBLVFM9	001*	\$3.18	\$423.70	\$0.00	\$0.00	\$0.00	\$0.00	\$253.47	\$170.23
MCCRARY, TAMIA T	RBXL9SFP	001	\$0.00	\$1,477.23	\$0.00	\$0.00	\$0.00	\$45.69	\$0.00	\$1,522.92
MOSLEY, GWENDOLYN E	RLCJGWN	001	\$0.00	\$0.00	\$3,975.91	\$0.00	\$0.00	\$0.00	\$0.00	\$3,975.91
NEPTUNE, ASTRID M	RH9KRCBK	001*	\$0.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00
NICHOLS, JOHN W	RHCV9GJK	001	\$0.00	\$4,080.74	\$0.00	\$0.00	\$0.00	\$37.62	\$0.00	\$4,118.36
OCONNOR, PATRICK	RHWBRVLD	001	\$51.17	\$8,273.86	\$0.00	\$0.00	\$0.00	\$0.00	\$351.97	\$7,921.89
PONDER-LONG, TINA D	RHKBRLVD	001	\$32.28	\$3,508.35	\$0.00	\$0.00	\$0.00	\$0.00	\$195.45	\$3,312.90
ROBINSON, RONALD	RNKLHNB	001	\$256.95	\$27,962.57	\$0.00	\$0.00	\$0.00	\$0.00	\$1,664.97	\$26,297.60
ROLLE, BRENDA A.	RLKTK9MP	002	\$96.34	\$15,531.26	\$0.00	\$0.00	\$0.00	\$0.00	\$472.24	\$15,059.02
SHAW SR, MARK J	RCKTMNKK	001	\$3.52	\$468.81	\$0.00	\$0.00	\$0.00	\$0.00	\$280.46	\$188.35
SMITH, FRANKIE L	RHPBN99R	001*	\$61.10	\$6,643.09	\$0.00	\$0.00	\$0.00	\$0.00	\$378.22	\$6,264.87
TAYLOR, AUDREY D	RPSTDDPR	001	\$0.00	\$1,784.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,784.20
TAYLOR, LISA M	RTKKWJGG	001	\$36.23	\$3,932.59	\$0.00	\$0.00	\$0.00	\$16.45	\$0.00	\$3,916.14
TOLBERT-SHEPHERD, VERNETA J	RWDSPMWW	002	\$43.29	\$4,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$205.69	\$4,489.31
WALKER, LAQUITA D.	RPLSTSCW	001	\$51.45	\$5,587.87	\$0.00	\$0.00	\$0.00	\$0.00	\$231.27	\$5,356.60
WASHINGTON, ANGELA D	RLGCSLYC	001	\$8.34	\$908.17	\$0.00	\$0.00	\$0.00	\$1.29	\$58.05	\$850.12
	RKBTK9HV	001	\$9.24	\$1,003.05	\$0.00	\$0.00	\$0.00	\$0.00	\$52.47	\$950.58
	RXD9WVKV	002	\$34.64	\$3,755.98	\$0.00	\$0.00	\$0.00	\$0.00	\$185.02	\$3,570.96
		001	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
		002	\$8.37	\$933.66	\$0.00	\$0.00	\$0.00	\$0.00	\$123.60	\$810.06





Building Retirement Security

Quarterly Financial Report for
Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Loan Report (continued)

Name	Reference Code Number	Loan	Interest Paid	Beginning Balance	Issuance/ Refinance	Loan Default	DDL Interest Applied as Principal Amount	Principal Paid	Ending Balance
WILKINSON, CASSANDRA	RPHFM9GM	001*	\$0.00	\$1,371.14	\$0.00	\$0.00	\$51.27	\$0.00	\$1,422.41
Total - All Loans									
Total - Active Loans			\$1,010.17	\$125,653.15	\$23,061.26	-\$851.41	\$152.32	\$7,364.40	\$140,650.92
Total - Deemed Loans									\$131,786.58
									\$8,864.34

Deemed Distributed Loan (DDL) Interest Applied as Principal Amount: This refers to the interest accrued and repayment of interest after a loan has been reported to the IRS as taxable (Deemed Distributed).

Incomplete Enrollments

Reference Code	Employee Name	Employee Address	Amount
RYBKLCNP	BROOKS, ROY C	960 REGENCY CREST DR ATLANTA GA 30331	\$12,826.53

The above participants submitted enrollment forms; however, ICMA-RC has incomplete information. Please contact Client Services Team for assistance.

Undeliverable Employee Address Report

Reference Code	Employee Name	Employee Address	Current Year Contributions (Y/N)
RW9MVCMX	BRYANT, ARTHUR T	3471 LINECREST RD ELLENWOOD GA 30294	Y
RWJPNLXY	CADWELL, CAMILLIA	1579 RIVER WALK TRL ATLANTA GA 303495725	N
RTMPYRYP	FUENTES, JOSE MARVIN	1850 GRAVES RD APT 814 NORCROSS GA 300933175	N
RCRCBXGV	GAINES, LEONARD S.	APT 1307 934 GARDENWALK BLVD COLLEGE PARK GA 30349	N
RYW9BNTW	THORNTON, ASHLEY B	222 TUSKEGEE ST ATLANTA GA 30315	N
RF9TKBNH	WEST, TIFFANY L	3881 DEERCREEK DR. POWDER SPRINGS GA 30127	Y
RWBTLJBM	WINGATE, MICHAEL A	499 ATWOOD STREET SW ATLANTA GA 303101643	N

**Quarterly Financial Report for
Your 457 Deferred Compensation Plan**

April 1, 2011 - June 30, 2011

Undeliverable Employee Address Report (continued)

Reference Code	Employee Name	Employee Address	Current Year Contributions (Y/N)
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The above is a list of participants whose addresses have been identified as undeliverable by the Post Office. If you have a different address for the participant, please notify ICMA-RC of the different address, so we may update our records. You may send updates via EZLink or by calling our Client Services Team at 1-800-326-7272. Thank you for assisting us with your participants.

Fund Performance for All Funds in Your Plan

Asset Category	Fund Name	Benchmark	2nd Qtr 2011	Year-to-Date	1-Year	3-Year	5-Year	Average Annual Return: 10-Year or Since Inception	Inception Date
Stable Value/Money Market Funds	VantageTrust PLUS Fund 1,2	91-Day T-Bills	0.04%	0.08%	0.16%	0.42%	2.00%	2.13%	01/01/1991
	VantageTrust Cash Management 3		3.00%	3.05%	3.11%	3.55%	4.02%	4.22%	01/01/1991
			0.00%	0.00%	0.00%	0.38%	1.93%	1.85%	03/01/1995
Bond Funds		BarCap Aggregate Bond	2.29%	2.72%	3.90%	6.46%	6.52%	5.74%	
	VT Vantagepoint Cor Bnd Idx II		2.24%	2.60%	3.70%	6.17%	6.28%	5.57%	04/05/1995
	VT PIMCO Total Return Admin 4		1.80%	2.86%	5.67%	9.19%	8.60%	7.11%	09/07/1994
	VT Vantagepoint Intl Prot Sec		2.95%	4.76%	6.21%	5.01%	6.62%	5.10%	07/01/1992
	VT PIMCO High Yield Admin 4		0.82%	4.16%	13.57%	9.77%	7.64%	7.61%	01/16/1995
Guaranteed Lifetime Income Funds	60% S&P 500/40% BarCap Gov/Cr		1.00%	4.68%	19.48%	5.00%	4.70%	4.28%	
	VT Retirement IncomeAdvantage 5		0.65%	3.86%	-	-	-	15.01%	08/23/2010
Balanced/Asset Allocation Funds	60% S&P 500/40% BarCap Gov/Cr		1.00%	4.68%	19.48%	5.00%	4.70%	4.28%	
	VT Vantagepoint MS Ret Inc		1.04%	3.19%	10.35%	4.23%	4.54%	4.21%	01/03/2005
	VT Vantagepoint Milestone 2010		1.04%	4.20%	16.11%	4.39%	4.65%	4.55%	01/03/2005
	VT Vantagepoint Milestone 2015		0.93%	4.54%	18.82%	4.19%	4.45%	4.69%	01/03/2005
	VT Vantagepoint Milestone 2020		0.84%	4.84%	21.14%	3.98%	4.21%	4.67%	01/03/2005
	VT Vantagepoint Milestone 2025		0.75%	5.16%	23.50%	3.79%	4.00%	4.65%	01/03/2005
	VT Vantagepoint Milestone 2030		0.65%	5.61%	26.13%	3.71%	3.83%	4.65%	01/03/2005
	VT Vantagepoint Milestone 2035		0.55%	6.03%	29.02%	3.75%	3.76%	4.70%	01/03/2005
	VT Vantagepoint Milestone 2040		0.55%	6.21%	30.23%	3.85%	3.77%	4.71%	01/03/2005
	VT Vantagepoint Milestone 2045		0.50%	6.27%	30.13%	-	-	14.09%	01/04/2010





Building Retirement Security

Quarterly Financial Report for Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Fund Performance for All Funds in Your Plan (continued)

Asset Category Fund Name	Benchmark	2nd Qtr 2011	Year- to-Date	1-Year	3-Year	5-Year	Average Annual Return	
							10-Year or Inception	Inception Date
Balanced/Asset Allocation Funds								
<i>(continued)</i>								
VT Vantagepoint MP Svgs Orlnted	60% S&P 500/40% BarCap Gov/Cr	1.00%	4.68%	19.48%	5.00%	4.70%	4.28%	
VT Vantagepoint MP Cons Growth		1.05%	3.25%	10.34%	4.43%	4.69%	4.30%	02/09/19
VT Vantagepoint MP Trad Growth		0.95%	3.77%	14.34%	4.44%	4.61%	4.23%	04/01/19
VT Vantagepoint MP Lng-Term Gth		0.70%	4.42%	19.75%	4.26%	4.36%	4.07%	04/01/19
VT Vantagepoint MP All-Eq Grth		0.63%	5.09%	23.98%	4.02%	4.27%	4.03%	04/01/19
VT Fidelity Puritan ⁴		0.29%	5.91%	30.99%	3.29%	3.42%	3.31%	10/01/20
		0.13%	4.88%	22.28%	5.20%	4.84%	5.22%	04/16/19
U.S. Stock Funds	S&P 500 Index	0.10%	6.02%	30.69%	3.34%	2.94%	2.72%	
VT Vantagepoint Equity Income		0.54%	7.99%	29.74%	4.32%	3.32%	5.22%	04/01/19
VT Eaton Vance Large-Cap Value ⁴		-0.49%	2.65%	23.16%	-2.29%	1.34%	4.15%	09/23/19
VT Allianz NFJ Div Value Admin ⁴		0.57%	7.33%	31.67%	-0.82%	0.86%	5.62%	05/08/20
VT Vantagepoint 500 Stk Idx II		0.10%	5.96%	30.41%	3.18%	2.73%	2.49%	04/05/19
VT Vantagepoint Grwth & Income		-0.29%	5.48%	29.49%	4.16%	3.22%	3.15%	10/02/19
VT Vantagepoint Brd Mkt Idx II		-0.09%	6.04%	31.89%	4.00%	3.40%	3.53%	04/05/19
VT BlackRock Lrg Cap Cor Ret K ⁴		2.65%	12.32%	34.96%	3.81%		-0.91%	01/03/20
VT Legg Mason Value Trust FI ⁴		-1.69%	1.88%	23.39%	-0.75%	-5.94%	-1.44%	03/23/20
VT Vantagepoint Growth		-0.77%	3.30%	29.48%	0.11%	1.48%	0.74%	04/01/19
VT Fidelity Contrfund ⁴		-0.54%	4.38%	28.21%	2.57%	4.66%	7.14%	05/17/19
VT Calvert Equity Portfolio ^{4, 6}		1.31%	8.33%	35.46%	5.19%	5.49%	4.35%	08/24/19
VT T. Rowe Price Growth Stock ⁴		-0.03%	5.11%	33.43%	3.97%	4.69%	4.30%	12/31/20
VT Vantagepoint Select Value		-0.19%	8.74%	34.44%	8.43%		3.00%	10/30/20
VT Gold. Sachs Mid Cap Value A ⁴		0.18%	5.88%	36.32%	4.71%	4.71%	8.82%	08/15/19
VT Columbia Mid Cap Value Z ⁴		-0.11%	7.17%	37.58%	4.91%	3.92%	8.88%	11/20/20
VT Vantagepoint Mid/Sml Idx II		-0.76%	7.19%	39.14%	7.70%	5.79%	7.11%	04/05/19
VT Vantagepoint Aggressive Ops		-0.75%	4.76%	28.71%	7.77%	5.20%	3.01%	10/01/19
VT Harbor Mid Cap Growth Admin ⁴		-1.06%	9.65%	39.94%	3.53%	6.07%	11.60%	11/01/20
VT Royce Premier Service ⁴		-1.13%	8.77%	41.32%	7.88%	8.75%	14.29%	09/17/20
VT Rainier Small/Mid Cap Eqty ⁴		0.17%	9.34%	42.95%	0.32%	2.99%	7.09%	05/10/19
VT Vantagepoint Discovery		-1.70%	4.35%	36.64%	6.96%		1.45%	10/30/20
VT T. Rowe Price Sm Cap Value ⁴		-2.33%	5.18%	32.62%	7.08%	4.50%	9.83%	03/31/20

Quarterly Financial Report for Your 457 Deferred Compensation Plan

April 1, 2011 - June 30, 2011

Fund Performance for All Funds in Your Plan (continued)

Asset Category Fund Name	Benchmark	Average Annual Return					10-Year or Inception Since	Inception Date
		2nd Qtr 2011	Year- to-Date	1-Year	3-Year	5-Year		
U.S. Stock Funds (continued)								
VT Royce Value Plus Service ⁴	S&P 500 Index	0.10%	6.02%	30.69%	3.34%	2.94%	2.72%	06/14/20C
VT Nuveen Real Estate Secs ^{4,7}		-2.58%	4.10%	28.73%	4.05%	3.32%		
International Stock Funds								
VT Vantagepoint International	MSCI EAFE Index (Net)	1.56%	4.98%	30.36%	-1.77%	1.48%	5.66%	10/01/19C
VT Vantagepoint Ovrseas Eq Ix II		3.21%	6.85%	31.98%	-1.65%	1.77%		
VT Fidelity Diversified Intl ⁴		2.10%	5.51%	31.83%	-1.67%	1.41%		
VT Harbor International Admin ⁴		0.10%	3.28%	30.50%	-3.26%	1.43%		
1	Because there is no trading market for investment contracts, PLUS Fund returns consist of yield only. Returns are annualized for each of the periods shown.	2.89%	7.05%	35.65%	0.71%	6.30%	14.15%	11/01/20C
2	An investment in the PLUS Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any government agency. Although the PLUS Fund seeks to preserve the value of your investment and to pay you interest, it is possible to lose money by investing in the PLUS Fund. ICMA-RC does not guarantee the principal value of your investment in the PLUS Fund or that you will receive interest on your investment.							
3	An investment in this Fund is 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.							
4	Copyright 2011 Morningstar, Inc. 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. Morningstar Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.							
5	The VantageTrust Retirement Income Advantage Fund is offered through VantageTrust. The Fund invests in a group variable annuity issued by Prudential Retirement Insurance and Annuity Company (Prudential) CA COA #08003, Hartford, CT. Guarantees are based on Prudential's claims-paying ability and are subject to certain limitations, terms, and conditions. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. Variable annuities are suitable for long-term investing, particularly retirement savings. Prudential and the Rock logo are registered service marks of The Prudential Insurance Company of America, Newark, NJ and its affiliates.							
6	Effective February 1, 2011, the VT Calvert Social Investment Equity Fund is now known as the VT Calvert Equity Portfolio.							
7	Effective January 1, 2011, the VT First American Real Estate Securities Fund is now known as the VT Nuveen Real Estate Securities Fund. Further, on January 18, 2011, the share class changed from Y to I.							

This information is being provided for informational purposes only and is not intended to be construed as or relied upon as investment advice. This information was compiled from various sources and is performance to be correct and accurate. Performance for benchmarks may not reflect the same time periods as for the funds themselves and therefore should not be used solely when evaluating performance or determining an appropriate investment selection. Individuals seeking more current performance are advised to view the daily fund performance available through the VantageLink website: www.icmarc.org. Performance reflected above represents past performance. Investment returns and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Past performance is not indicative of future returns. Returns are annualized for periods greater than 1 year. Individuals are advised to consider any new investment strategies carefully prior to implementing. Please consult both the current applicable prospectus and Making Sound Investment Decisions: A Retirement Investment Guide for a complete summary of all fees, expenses, charges, financial highlights, investment objectives, risks and performance information prior to investing any money. Vantagepoint securities are distributed by ICMA-RC Services, LLC, a wholly-owned broker dealer subsidiary of ICMA-RC, member FINRA/SIPC.

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FULTON COUNTY, GEORGIA

As of 06/30/11

Asset allocation funds

Investment Option	Balance	Expense Ratio
Nationwide Destination 2015 Fund - Institutional Service Class	\$ 110,735.17	0.89
Nationwide Destination 2020 Fund - Institutional Service Class	\$ 187,405.49	0.88
Nationwide Destination 2025 Fund - Institutional Service Class	\$ 133,003.65	0.88
Nationwide Destination 2030 Fund - Institutional Service Class	\$ 29,589.12	0.89
Nationwide Destination 2035 Fund - Institutional Service Class	\$ 22,475.88	0.9
Nationwide Destination 2040 Fund - Institutional Service Class	\$ 33,279.07	0.9
Nationwide Destination 2045 Fund - Institutional Service Class	\$ 53,343.85	0.89
Nationwide Destination 2050 Fund - Institutional Service Class	\$ 8,054.01	0.9
Nationwide NMF Investor Destinations Aggressive Fund	\$ 425,219.01	0.89
Nationwide NMF Investor Destinations Conservative Fund	\$ 50,386.07	0.9
Nationwide NMF Investor Destinations Moderate Fund	\$ 764,437.37	0.87
Nationwide NMF Investor Destinations Moderately Aggressive Fund	\$ 684,161.69	0.88
Nationwide NMF Investor Destinations Moderately Conservative Fund	\$ 57,377.16	0.89
Nationwide Retirement Income Fund - Institutional Service Class	\$ 15,292.26	0.88
	\$ 2,574,759.80	

International Stocks

Investment Option	Balance	Expense Ratio
American Century International Discovery Fund	\$ 539,358.87	1.43
Nationwide International Index Fund	\$ 2,604,806.87	0.74
Nationwide International Value Fund - Institutional Service Class	\$ 272,777.77	1.28

Oppenheimer Global Fund	\$	951,303.42	1.2
	\$	4,368,246.93	

Small Cap Stocks

Investment Option		Balance	Expense Ratio
Brown Capital Management Small Company Fund	\$	1,135,339.29	1.21
Nationwide Small Cap Index Fund	\$	642,555.52	0.69
Nationwide US Small Cap Value Fund - Institutional Service Class	\$	374,635.23	1.76
Nationwide Variable Insurance Trust: Nationwide Multi-Manager NVIT Small Company Fund	\$	209,720.59	1.19
Neuberger Berman Equity Trust(R) - Genesis Fund	\$	900,280.33	1.12
	\$	3,262,530.96	

Mid Cap Stocks

YTD information as of 09/30/2011

Investment Option		YTD	Expense Ratio
American Century Vista(SM) Fund	\$	1,115,825.63	1.01
JPMorgan Mid Cap Value Fund	\$	532,013.54	1.41
Nationwide Mid Cap Market Index Fund	\$	539,559.81	0.68
	\$	2,187,398.98	

Large Cap Stocks

Investment Option		Balance	Expense Ratio
American Century Growth Fund	\$	344,719.18	1
American Century Value Fund	\$	1,419,928.02	1
Dreyfus Appreciation Fund, Inc.	\$	1,114,384.62	0.99
Edgar Lomax Value Fund	\$	6,055.03	1.6
Fidelity Contrafund	\$	4,495,321.55	0.92
Fidelity Equity-Income Fund	\$	692,543.05	0.69
Fidelity OTC Portfolio	\$	1,247,158.26	1.06
Invesco Van Kampen Growth and Income Fund - Class A	\$	1,022,781.79	0.75
Nationwide Fund	\$	1,948,209.02 ^B	0.83
Nationwide Large Cap Growth Portfolio	\$	2,552,658.46	N/A
Nationwide S & P 500 Index Fund	\$	750,121.00 ₃	0.46

Neuberger Berman Equity Funds(R) - Socially Responsive Fund	\$	611,892.23	0.95
SEI Institutional Managed Trusts S & P 500 Index Fund	\$	828,408.70	0.3
T.Rowe Price Growth Stock Fund	\$	407,252.33	0.93
The Investment Company of America(R)	\$	149,187.40	0.61
	\$	17,590,620.64	

Balanced

Investment Option	Balance	Expense Ratio
Fidelity Puritan(R) Fund	\$ 525,379.95	0.61
	\$ 525,379.95	

Bonds

Investment Option	Balance	Expense Ratio
MFS(R) High Income Fund	\$ 181,768.45	0.93
Morgan Stanley Institutional Fund Trust - Core Plus Fixed Income Portfolio	\$ 90,250.09	0.52
Nationwide Bond Index Fund	\$ 1,134,657.30	0.69
PIMCO Total Return Fund	\$ 2,103,250.84	0.91
Waddell & Reed Advisors High Income Bond Fund	\$ 677,623.02	0.8
	\$ 4,187,549.70	

Short-Term Investments

Investment Option	Balance	Expense Ratio
Federated U.S. Government Securities Fund: 2-5 Years	\$ 232,595.18	0.84
Fixed Assets	\$ 834,155.98	N/A
Nationwide Fixed Account	\$ 14,604,842.58	N/A
Invesco Short-Term Investments Trust - Treasury Portfolio - Institutional Class	\$ 10,448.89	N/A
Nationwide Money Market Fund	\$ 892,774.56	N/A
	\$ 16,574,817.19	