REQUEST FOR PROPOSAL

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For

THE IMPLEMENTATION AND ADMINISTRATIVE SERVICES FOR A 401(a) "SPECIAL PAY PLAN"

DEPARTMENT OF HUMAN RESOURCES

RFP – HR-001

Release Date: November 5, 2026

Due Date: December 4, 2026

Responses received after 4:00 p.m., December 4, 2026, WILL NOT BE CONSIDERED.

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Introduction

The Town of Oyster Bay (the "Town") is seeking proposals from qualified entities authorized to do business in the State of New York to provide administrative, investment, and trust services for an Internal Revenue Code Section 401(a) Special Pay Plan for termination payments (the "401(a) Plan").

Objective of Request for Proposal

The objective of this Request for Proposal ("RFP") is to award an agreement to a qualified firm or entity that will provide:

- Full administrative services for a 401(a) Special Pay Plan, as detailed in the Program Requirements and Scope section.
- Dedicated participant support, including on-site, in-person staff as needed for inquiries.
- Dedicated technical support for the Town and its administrative staff to handle plan inquiries.
- Standard and customized reporting, including a series of standard performance reports and the ability to generate reports based on criteria established by the Town.
- A personalized, secure web portal and mobile application giving participants real-time access to their account status.
- A custom Town dashboard that integrates with the Town's Paypro payroll system for the seamless direct deposit of funds.
- An efficient withdrawal system that will ensure the quick distribution of participant funds.
- Any additional services or criteria that the respondent deems essential to the successful implementation and administration of the program.

Program Requirements and Scope

The Scope of Services outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this RFP. Although the scope of services is intended to serve as a reference in the preparation of proposals, submitted proposals may offer additional services consistent with the implementation of a 401 (a) plan which supports the goals of the Town. The Administrator of the 401(a) Special Pay Plan shall be responsible for the following:

- All account recordkeeping including, but not limited to contributions, crediting of investment results, disbursements, rollovers, and qualified domestic relations order (QDRO) determinations.

- Maintaining document and operational compliance with applicable federal and state statutes and regulations.
- Offering participants a variety of investment options, providing participants with sufficient information to make informed investment and distribution decisions, and affording the ability to change their investment choices on a daily basis.
- Required reporting and disclosures including the preparation of Form 1099 R, eligible rollover distribution notices, and participant benefit statements.
- Providing customer service lines for employees, as well as a toll-free line for participants residing outside the local area.
- Communicating the program to newly eligible employees, including a description of the plan's features and investment options.
- Creating and maintaining an educational video of the benefits of a 401(a) Special Pay Plan for all new hires and employees at no cost to The Town.
- Providing educational and informational hard copy brochures as requested by the Town.
- Offering web-based capabilities and an app for participants to conduct account inquiries and engage in transactions.
- Providing employee plan account statements on a quarterly basis as well as electronically on demand.
- Providing technical support services for the Plan to The Town as needed.
- Providing the Town with standardized Plan reports on at least a quarterly basis that include cash flow data, participation data and investment information.
- Providing a dedicated Account Manager who will have the overall responsibility for managing the Town's relationship.
- Providing qualified personnel to attend (in person) and participate in meetings with the Town as necessary.
- Providing trustee services for plan assets through an affiliated or unaffiliated trust company.

- **Effective Date** – The Town currently intends to initiate the 401(a) Special Pay Plan on or about March 4, 2027.

- **Program Participants** - All Town of Oyster Bay employees.

- Please note: The plan will apply to exempt employees first and may be followed by Civil Service Employees Association employees at a later date.

- **Source of Contributions -** The Plan will be funded solely by employee contributions. The Town will not make any contributions.

- **Eligible Contributions-**Termination payments, which generally include unused sick, vacation and FLSA (Fair Labor Standards Act) compensatory time for those eligible employees.

- **Optional Contributions -**In addition to the eligible contributions noted above, employees will have the option of contributing to the 401(a) Plan. For employees that choose to contribute, termination payments shall be automatically deposited into each employee's 401(a) account, subject to IRS limits on contributions.

Proposal Format

To facilitate the most orderly and efficient comparison of proposals it is requested that each submission be organized in the following format:

1. Provide a brief history of your company including a brief description of the qualifications of the company's principals and/or directors.

2. The names and qualifications of staff assigned to and responsible for the administration of the Town's 401(a) program.

3. A current statement of financial responsibility and capability, substantiating the means necessary to conduct and promote the operation shall be included.

4. A summary of all investment vehicles and their respective fund values.

5. A summary of fund values for managed 401(a) accounts.

6. Please clarify your firm's operational and legal role for the proposed 401(a) plan by checking all that apply. If you utilize a third-party partner for any role, provide the name of that organization. Within your proposal, please provide the following information:

   [ ] **Plan Administrator / Recordkeeper**

   [ ] **Investment Manager** (Indicate if acting as a 3(21) or 3(38) fiduciary)

_____

[ ] **Fund Custodian** (If an outside trust company is used, name the custodian:

_____

7. Respondents shall provide a chart of **all** applicable fees for the services contained in their proposal. The chart shall provide a total sum of all fees submitted. Please be advised that while product and service cost is a factor that will be considered in the evaluation of proposals, the Town is not required to select the lowest-cost respondent.

8. Please complete the table below and submit it within your proposal package:

	Yes	No
1. Is your firm qualified and authorized to do business in the State of New York?		
2. Will your firm agree to a five-year contract commencing on or about January 29, 2027, with the Town, providing up to two one-year options to extend the contract under the same terms?		
3. Does your firm have at least five (5) years of experience in 401(a) special pay plan administration?		
4. Does your firm provide recordkeeping and administrative services to at least 15 governmental 401(a) defined contribution plans?		
5. Will your firm negotiate performance standards, backed by financial penalties, that must be met in critical areas of service, such as transaction processing, participant meetings, and client satisfaction?		
6. Will your firm provide a single point of contact to service the 401 (a) Plan		
7. Will your firm maintain a secure customized website and mobile app that provides transactional account access for participants?		
8. Will your firm maintain a dedicated toll-free customer service line for Town of Oyster Bay Special Pay Plan participants?		
9. Will your firm provide quarterly participant statements electronically or by mail within 15 business days of the end of each applicable quarter?		
10. Will your firm design and issue appropriate forms for all distributions?		
11. Will your firm support an investment lineup for participants that covers all major investment categories, including stable value / guaranteed funds and target date funds?		

9. Please provide three references for whom you administer Special Pay Plans.
10. Over the last five years, have any of your current or terminated employees been disciplined by a regulatory body such as FINRA, the SEC and/or a state insurance

department? If so, please provide a full explanation.

11. Has your company been cited or been threatened with citation within the last five (5) years by federal or state regulators for violation of state or federal retirement or securities laws? If so, please describe in detail.
12. Does your company provide a bond or guarantee to protect the program, the employer, and participants from any loss resulting from fraud or dishonesty by your employees or representatives? Please provide details.
13. Please describe your plan's participant withdrawal rights including any required limitations with respect to timing or amounts.
14. In the event of termination of the contract or non-renewal of the contract, describe the process in detail and total cost associated with a transfer or non-renewal of the contract to the Town and to existing Plan participants. Include details of what would happen to participants' account investments and all other details related to the Plan.

Responses received after 4:00 p.m., December 4, 2026, WILL NOT BE CONSIDERED.

Faxed or hard copy responses WILL NOT BE CONSIDERED

Hold Harmless Agreement

Prior to the commencement of the agreement, the contractor agrees to enter into a "Hold Harmless Agreement with the Town in a form similar to the example attached hereto.

Standard Letter of Indemnification

Company Letterhead

Re: (RFP Name)

(Proposer) to the maximum extent permitted by law, agrees to indemnify and hold harmless the Town of Oyster Bay its elected and appointed officials, officers and employees, servants, agents and environmental volunteers from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind of nature, whether direct or indirect, arising out of the carelessness, negligence, recklessness, or improper conduct of (Proposer) and/or its subcontractors, agents or employees, in the performance of this agreement.

Insurance

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Proposer shall provide proof of comprehensive General Liability Insurance including Premises and Operation Liability, contractor's Protective Liability and Completed Operations and Product Liability, to protect the proposer, contractor and any subcontractor performing work in connection with this agreement from claims for damages for personal injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander, and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry and from claims for such operations be by the proposer,) contractor or by the subcontractor or by any one directly or indirectly employed by either of them. The Town of Oyster Bay shall be named as an additional insured. The minimum amounts and types of such insurance must be as follows:

Commercial General Liability	$3,000,000 per occurrence
Commercial Business Automobile Liability	$1,000,000 per accident
Protection and Indemnity Insurance	$3,000,000 per occurrence
Professional Liability	$ 1,000,000 per occurrence

B. SPECIAL HAZARDS INSURANCE

Public Liability Insurance for automobiles and trucks covering claims arising from bodily injury and property damage in amounts specified in subparagraph (B).

C. CONTRACTUAL LIABILITY INSURANCE

Covering the liability assumed by the contractor under this agreement requiring him to indemnify and hold harmless the Town, its officers, agents and employees, from all claims directly or indirectly resulting from executing the work, in the amounts specified in subparagraph (B).

D. PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the Town with two (2) copies of all insurance policies, each of which must contain the following provisions:

Such insurance shall not be cancelled, terminated, modified or changed by either contractor or insurance company, except with 30 days prior written notice by the insurance company via Registered mail to the Town, attention Commissioner, Department of General Services.

E. PERFORMANCE BOND -The successful bidder will be required to post a Performance Bond in an amount equal to 100% of the proposed program participant revenue. The successful bidder shall be required to furnish the said Performance Bond immediately after written notice of intent to award and upon receipt of such bond acceptable to the Town of Oyster Bay, shall be issued a service order.

Ethics and Disclosure

Pursuant to Town policy, upon completion of evolution and scoring the selected vendor will be required to complete a disclosure questionnaire. That disclosure will be processed through the Town's vendor monitoring system and is subject to the approval by the Town's Inspector General. The questionnaire will be forwarded by e-mail to the principal whose name is provided on the firm's response. *Any firm that does not complete and return the electronic questionnaire will not be considered for an award under this RFP.*

Evaluation

The Town reserves the right to select proposals that are in the best interest of the Town, with or without interviews or further discussion with respondents. The Town may request that one or more respondents make a formal presentation or demonstration to the evaluation committee in charge of overseeing the RFP process on a date to be set by the Town. The Town may also request additional data, discussion, or presentation in support of proposals after the opening of the proposals. The financial aspects of proposals will be carefully considered; however, the final selection of a proposal will not be based on cost or revenue to the Town alone. The background and experience of each respondent will be closely reviewed to verify that the respondent is qualified to carry out the responsibilities of an agreement with the Town. A proposal from an unqualified respondent will not be considered, regardless of the proposed fee. The Town expressly reserves the right to negotiate the fee of the respondent receiving the highest score prior to the authorization of an agreement pursuant to this RFP.

Scoring Criteria

The Department of Human Resources will form a committee that will evaluate all responsive proposals for completeness and score them based on the following criteria:

1. Cost of Services: While the expense to the Town is a factor in the evaluation, the Town is not required to select the respondent offering the lowest plan cost.
2. Experience in the Related Field: The respondent must demonstrate significant experience and expertise in 401(a) administration. Municipal experience, while not mandatory, is highly beneficial. Respondents must supply at least three (3) municipal references in their proposal.
3. Financial Capability: The Town will evaluate the relevant certified financial documents provided by the respondent to verify the financial viability of the firm.
4. Organizational Structure: The general organizational structure of the firm and the levels at which Town officials interact with key personnel will be evaluated to ensure that high-level management remains directly available to Town officials.
5. Proposal Format Compliance: The quality, clarity, and completeness of the responses to items noted in the "Proposal Format" section will be evaluated.
6. Reserved Criteria: The Town reserves the right to add additional scoring criteria during the review process to ensure the submitted proposals are thoroughly reviewed to the maximum benefit of the Town and its residents. Any reserved criteria will be applied evenly to all proposals. If a proposal lacks the content necessary to be scored under the reserved criteria, the proposer may be granted an opportunity to amend their proposal accordingly.

Submission of a Complete Proposal

By submitting a proposal, firms are indicating their acceptance of the conditions in this RFP. Submission of proposals in a manner other than as described in these instructions (e.g., facsimile, hardcopies, emails) will not be accepted. When submitting each proposal, Respondents must follow the instructions below:

1. Browse to the Town of Oyster Bay's website using the following URL: https://oysterbaytown.com/doing-business-with-the-town/hr-001/

2. Select Submit Proposal under the Resources section

   a) Complete the required information: Company

   b) Name

   c) Address

   d) Email - you will be required to verify your email. Select 'Send Verification Code' to send a code to your inbox, then provide that code in the form to proceed.

   e) Phone Number

f) Upload your proposal. Multiple files can be uploaded. Please be sure to name each file clearly.

g) Comments are optional. Please do not submit any part of your proposal through the comments section.

h) Sign

i) Review the information provided and submit.

Any questions regarding the proposal or upload process can be submitted by visiting https://oysterbaytown.com/doing-business-with-the-town/hr-001/ and selecting "Submit a Question from the Resources section.

Term

The term of the agreement will be for five (5) years, with the option of two (2), one (1), year extensions with the approval of the Town Board. Either party may terminate the working relationship without cause, provided a ninety (90) day written notice is provided.

Cost of Preparation

All costs of proposal preparation shall be borne by the proposer. The Town shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.