



LEGAL NOTICE

REQUEST FOR PROPOSAL

RFP 19-088

For

**457 (b) Deferred Compensation Plan and 401 (a) Match Plan Recordkeeping,
Administration, and Compliance Services**

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals from qualified and able companies to provide, **457 (b) Deferred Compensation Plan and 401 (a) Match Plan Recordkeeping, Administration and Compliance Services** to St. Charles County. The term of the agreement shall be a five-year period. The County, with the consent of the Vendor, shall have the option for two (2) one-year extensions under the same terms and conditions. The County reserves the right to terminate the contract for any violation, by the successful Vendor, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

**REQUEST FOR PROPOSAL
FOR
457 (b) Deferred Compensation Plan and 401 (a) Match Plan Recordkeeping,
Administration, and Compliance Services**

RFP # 19-088

TABLE OF CONTENTS:

INTRODUCTION AND PROPOSAL SUBMITTAL TERMS	3
CERTIFICATIONS BY VENDOR	5
BACKGROUND AND RFP/PROPOSAL TIMELINE	6
PLAN BACKGROUND INFORMATION AND STATISTICS	7
QUESTIONNAIRE	9
FEE PROPOSAL	12
REFERENCES AND EXPERIENCE	12
SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS	13
CHECKLIST OF REQUIRED DOCUMENTATION FOR PROPOSAL SUBMITTAL.....	15
SPECIFIC REQUIREMENTS FOR THE MANDATORY DOCUMENTS.....	15
SELECTION CRITERIA.....	17
GENERAL TERMS AND CONDITIONS.....	18

LIST OF EXHIBITS:

Exhibit I	Proposal.....	26
Exhibit II	Compensation / Pricing / Budget Information / Narrative Page.....	27
Exhibit III	References and Experience.....	28
Exhibit IV	Audit Clause for Contracts / Examination of Records.....	30
Exhibit V	Affidavit of Work Authorization.....	31

INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this **Request For Proposals 19-088 (RFP)** seeking and inviting proposals from agencies that are qualified, able and willing to provide the services described herein to St. Charles County, Missouri ("**County**").

Proposal Instructions

The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Vendors are cautioned that the hard copy of this RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and three [3] signed copies of the proposal must be received in a sealed envelope plainly marked "**RFP 19-088 457(b) and 401(a) Recordkeeping, Administration and Compliance Services**" with the due date and time of the proposal in the lower left corner of the envelope. Additionally, the proposer shall include with their submittal an electronic version of the proposal on a USB thumb drive.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to 7/11/2019 2:00 P.M. CST.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Vendor is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

Award will be made to the low responsive, responsible Vendor, or to the Vendor whose proposal is most advantageous to the County, price and other factors considered including geographic location, hereinafter referred to as “Vendor”.

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via E-mail:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **2:00 P.M. CST 6/25/2019**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Proposal Inquiries”, concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Vendor engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.

CERTIFICATIONS BY VENDOR

The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he is acting on behalf of the Vendor, and that his/her signature placed hereon is binding on the Vendor to the full extent allowed by law.

The Vendor shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.

The Vendor agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.

By submitting the Proposal in response to this RFP, the Vendor and each person signing on behalf of the Vendor, under penalty of perjury, certifies to the best of its knowledge and belief:

The Vendor has established the price terms in this Proposal independently without collusion, consultation, communication or agreement with any other Vendor as to any matter relating to such price terms; and

The Vendor has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The Vendor certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Vendor: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

BACKGROUND AND RFP/PROPOSAL TIMELINE

RFP Purpose: This document constitutes a RFP from qualified Vendors to provide, 457(b) Deferred Compensation Plan and 401(a) Match Plan Recordkeeping, Administration, and Compliance Services to the County. It is the intent of this RFP to have the successful Vendor enter into a services agreement with the County (hereinafter "**Resulting Agreement**"), services as outlined herein.

RFP and Submittal of Proposals Timeline: The County shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The County reserves the right in its sole discretion to expand this timeline if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT
<u>6/4/2019</u>	Issue RFP and Advertise intent to solicit proposals.
<u>6/25/2019 Prior to 2:00 pm</u>	Deadline for Vendors to submit Proposal Inquiries.
<u>7/11/2019 Prior to 2:00pm</u>	Deadline for submission of Proposals.

[Remainder of this page intentionally left blank.]

PLAN BACKGROUND INFORMATION AND STATISTICS

St. Charles County has contracted with Retirement Plan Advisors (“RPA”), a federally registered investment adviser to assist in this RFP process, transition, and ongoing monitoring of the Plans. RPA is also providing onsite participant education, enrollment, and advisory services.

St. Charles County is a governmental entity with approximately 1,070 full-time employees. The County is exempt from the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

In order to recruit and retain qualified personnel, the County offers a 457 deferred compensation and 401 (a) match plans (“Plan”) to its employees. The Plan is offered as a supplement to the LAGERS defined benefit pension plan. The Plan is overseen by a six-member Retirement Plan Advisory Committee (RPAC) comprised of the Director of Administration, two Assistant Directors of Administration, an elected office holder, the Director of Finance and a County employee at-large.

Section 457(b) Deferred Compensation Plan

As of March 31, 2019, the plan had approximately 745 active participants.

Participants may have accounts with more than one provider

Plan assets and accounts as of 12-31-2018:

Nationwide: \$10,300,000 in 266 accounts

Global Atlantic: \$22,300,000 in 673 accounts

MassMutual: \$2,625,000 in 120 accounts

Total 2018 Contributions = \$2,480,000

The plan allows for traditional pre-tax and Roth salary deferrals.

The plan currently allows for multiple loans.

Section 401(a) Defined Contribution Match Plan

After six months of employment, County employees are eligible to enroll in the County’s 401(a) Plan that provides a \$300 initial deposit to the employee’s account paid by the County and an employer match up to 3% on employee contributions to the County’s 457 Plan.

Employer match percentages increase to:

3.25% at five years’ employment

3.5% at 12 years

3.75% at 18 years

4% at 24 years.

As of March 31, 2019, the Plan had approximately 865 active participants.

401(a) plan recordkeeping services are provided by Ekon Benefits. Plan assets are held in trust, and investment alternatives are offered in the American Funds family of funds.

Plan assets and accounts as of 12-31-2018: \$16,000,000 in 855 accounts.

All 401(a) holders have a 457 account.

2018 contributions to the plan totaled \$1,374,000

Generally, participants may not withdraw funds until termination of employment, retirement or death. Loans are not permitted. Hardship withdrawals are permitted.

19-088 457(b) and 401(a) Recordkeeping,

Minimum Requirements

Proposer is asked to confirm agreeing to or meeting all the requirement of this RFP in your cover letter. In the event the proposer is not able to meet the minimum requirements, please detail in your cover letter which requirement(s) you are unable to meet. Failure to meet the minimum requirements may disqualify your submission. Your cover letter must be signed by a person authorized to bind your firm.

Minimum five (5) years' experience providing recordkeeping and administration for governmental deferred compensation plans, including non-ERISA public sector 457 and 401(a) retirement plans.

Current contracts with at least five (5) plans of similar size and demographics as St. Charles County.

Currently have a minimum of \$500 million in retirement plan assets under administration for governmental retirement plans.

Agree to disclose all revenues and expenses relating to the plans, including fund revenue sharing, reimbursements, and fixed account/stable value expenses.

Ability to provide a true fee-levelized open architecture investment platform where any revenue share received can be returned to the participant(s) invested in the fund providing the revenue.

Ability to deduct plan expenses from participant accounts prorated by account balances.

Ability to allow plan level access to, and work closely with, Retirement Plan Advisors to provide plan sponsor support and participant education, enrollment, and advisory services.

Provide compliant governmental plan documents and assist in maintaining Internal Revenue Code-compliant plan documents an amendments for the Plans.

Agree all information pertaining to the Plans and their participants is the sole property of the Plan Sponsor, and all information will remain confidential and will not be used or transmitted to anyone for any purpose whatsoever, except as required to conduct plan operations.

Guarantee your fixed required revenue price quote for 180 days from submission.

You will meet the Insurance and Indemnification requirements of St. Charles County.

QUESTIONNAIRE

Please provide your organizations name, address, and telephone number(s). Provide your organizations contact person for this RFP.

1. Has your firm been cited, reprimanded, or threatened with citation by any state or federal regulators for violation of any laws or impending regulations within the last five (5) years? If so, please describe.
2. Has your firm been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance? If so, please provide a detailed explanation.
3. If applicable, detail your firm's credit ratings (A.M. Best, Fitch, Moody's, and Standard & Poor's) for each of the last five (5) years starting with the current year. Have there been any upgrades or downgrades of your credit ratings in the past two (2) years? If so, please explain.
4. Describe any pending agreements to merge or sell your firm, if applicable.
5. Please provide a brief history and description of your firm's governmental retirement plan services. Please limit your answer to no more than two pages.
6. How many governmental defined contribution or deferred compensation plans do you currently administer? What are the total assets and number of participants in these public sector retirement plans? Additionally, please complete the table below.

Plan Asset Base	Number of Governmental 457 Plans	Number of Governmental 401(a) Plans	Number of Non-Governmental Plans [401(k), 403(b), etc.]
Under \$10 Million			
\$10 - \$50 Million			
\$50 - \$100 Million			
Over \$100 Million			

7. Describe your firm's plan recordkeeping, administration, and compliance services. Please be sure to cover contribution processing, withdrawals (payouts, loans, and hardships), beneficiary tracking, transaction processing, etc. Please limit your response to no more than five pages.
8. Describe any services you believe will distinguish your firm. Include examples (or links) of any web and/or mobile-based educational, guidance materials, and financial wellness tools available. Please limit your answer to no more than five pages.

Plan Transition and Implementation:

1. Please describe your plan transition services.
2. Provide a timeline of the plan conversion and implementation.
3. If your firm is selected, who will be the account manager for the Plans both during the transition and on an ongoing basis? Will they be assisted by other individuals? Please provide a bio for each person assigned to our plan.
4. How many plans does your typical account manager handle?

Investment Options:

1. Do you offer an open-architecture mutual fund platform?
2. How many funds are currently available on your platform? What restrictions, if any, are there to add funds to your platform?
3. Do you have the ability to offer custom model portfolios or a similar service?
4. Can you support custom Target Date Funds? If so how many?
5. Can you record keep and administer managed accounts when portfolio management is done by a third party (not your firm)?

General Account and /or Stable Value offering:

1. Please describe the type of fixed/stable value option you are proposing (stable value, general account, separate account, etc.).
2. What is your 2019 net credit interest rate?
3. Provide a five-year history of credited rates by quarter.
4. What if any, plan-level restrictions or fees may apply? Please describe in detail.
5. Provide the credit quality, sector allocation, and duration of the offering. Is it guaranteed for principal and interest? If so, what are the guarantees?
6. If you are providing principal and interest guarantees, what is your firm's credit rating(s)?
7. Will your firm record-keep an investment only fixed/stable value option offered by another investment manager?

Data Security:

1. Please describe in detail how you maintain the confidentiality of our employee personal account information.
2. Describe any policies your firm has implemented to mitigate the risk of loss from a cybersecurity breach.
3. Has your firm had cybersecurity breach in past two years? If so please describe.

Respondents are encouraged to describe what distinguishes your firm from your competitors. Additionally, please state any other additional services or benefits available and offered at no additional cost to the County. Please limit your response to two pages.

FEE PROPOSAL

St. Charles County is seeking a fee-levelized fixed required revenue pricing structure.

Pricing Assumptions:

The County is seeking a single recordkeeper and intends to consolidate plan assets to the winning proposer

The 457 plan assets are subject to surrender charges and market value adjustment. The estimated termination fees total approximately \$825,000. The county is seeking a vendor willing to cover ALL termination fees.

What is your firm's fixed revenue requirement assuming a five (5) year contract and no proprietary funds?

What is your firm's fixed revenue requirement assuming a five (5) year contract with the inclusion of your firm's Fixed/General Account and /or Stable Value offering?

Please disclose any and all other fees, cost, or expenses NOT included in the above fixed revenue requirement quote for services you have proposed, including but not limited to: Plan-level termination fees (including any market value adjustments, put, or book value provisions).

Any plan level withdrawal fees, transfer charges or restrictions.

Setup fees

Conversion fees

Any additional charges for plan administration of QDROs, hardship, loans, distributions, etc.

Costs to provide, maintain, and update plan documents.

REFERENCES AND EXPERIENCE

Each proposer must submit a minimum of three (3) current governmental client references as well as two (2) discontinued contracts. Current references must be presently using services similar to those requested in this RFP, both in quality and quantity. Please use attached form labeled as "**Exhibit III**" to provide and submit your response.

CONTRACT PERIOD

The Contract Period for the performance of the services described in this RFP shall commence on the date of the fully executed Resulting Agreement and shall end sixty (60) months thereafter. The Vendor shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period. The exact terms of the Proposal that are accepted by the County shall be outlined in the Resulting Agreement between the Parties.

RENEWAL INFORMATION

The County shall have the right, in its sole discretion, to extend the Resulting Agreement for two (2) additional one-year terms. In the event that the County exercises its right to extend the Resulting Agreement, such extension shall be accomplished by a formal contract amendment approved and signed by representatives of the successful Vendor and County authorized to bind the respective entity by their signatures.

SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

- A. Submission of Proposals:** It is the Vendor's responsibility to ensure the Proposal submitted is accurate, adequate and clear with respect to the descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be considered and to the extent they are not considered "technicalities" by the County in its sole discretion, shall be grounds for rejection. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.
- B. Compensation / Pricing / Budget Information / Narrative:** The Vendor is required to provide all compensation terms and pricing for all the services it proposes as specified in this RFP by filling out the **Exhibit II "Compensation / Pricing / Budget Information / Narrative Page"**. The successful Vendor will be responsible for performing all services listed in this RFP and Resulting Agreement within the stated budget.
1. Each Vendor is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with the County, if any, as provided for in this RFP.
- C. Proposal Life:** All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by County.
- D. Proposals Subject to Open Records Law:** The Vendors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the County does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.
1. Vendors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision applies. The County reserves the right to make determinations of confidentiality. If the County does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or

discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the County will remove the proposal from consideration for award and destroy it.

- (a) The County does not consider prices to be confidential information.
- (b) The Vendor must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

E. Clarification of RFP Terms: It shall be the Vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the County if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source.

- 1. Any and all communication from Vendor regarding clarification of RFP terms must be directed to the County Purchasing Manager listed herein. Such communication must be received prior to the date and time noted.
- 2. The County shall make all attempts to adequately and promptly respond to all Vendor's inquiries. However, in order to maintain a fair and equitable proposal process, all Vendors will be advised, via the issuance of amendments to the RFP posted on the County's website <http://www.sccmo.org/Bids.aspx> of any relevant or pertinent information related to the procurement. Therefore, Vendors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

F. Interview Conference: After an initial screening of the written proposals, any, or all of the Vendors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Vendors.

G. Official Position of the County: The only official position of the County is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

H. Mandatory Documentation for Responsive Proposal: The following is a list of required document and information which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

[Remainder of this page intentionally left blank.]

A. CHECKLIST OF REQUIRED DOCUMENTATION FOR PROPOSAL SUBMITTAL

- ___ 1. Proposal for Recordkeeping Services background Information sheet (**Exhibit I** attached)
- ___ 2. Narrative Data on applicant and program.
- ___ 3. Compensation / Pricing / Budget Information / Narrative Page (**Exhibit II** attached)
- ___ 4. References and Experience (**Exhibit III**)
- ___ 5. Articles of Incorporation.
- ___ 6. Additional pertinent information.
- ___ 7. E-Verify MOU Signature Page
- ___ 8. Audit Clause For Contracts / Examination of Records (**Exhibit IV** attached)
- ___ 9. Notarized Affidavit (**Exhibit V** attached)

B. SPECIFIC REQUIREMENTS FOR THE MANDATORY DOCUMENTATION. Following is the information requirement in the order it appears on the above Checklist.

- 1. Proposal for Recordkeeping Services (EXHIBIT I Form Attached).
- 2. Narrative
 - (a) Program Summary

Briefly describe the proposed program. Describe the work to be performed, including the activities to be undertaken or the services to be provided, method of approach and implementation schedule. Provide details concerning the hours and methods of service delivery. Provide details regarding program management including billing and record keeping.

- (b) Organizational Background

Include the length of time the agency has been in operation, the date of incorporation, the purpose of the agency and the type of corporation. Describe the type of services provided, the agency’s capabilities, the number and characteristic of clients served and license to operate (if any). Proof of a current business license will be required to provide services for this program. Specifically detail the organizations capacity for billing and administration services related to the program.

(c) Personnel

Briefly describe the staff positions and qualifications of those individuals who will carry out the program. Does the organization have a personnel policy manual with an affirmative action plan and grievance procedure?

(d) Financial

Describe the organization's fiscal management system, including financial reporting, record keeping, accounting systems, payment procedures and audit requirements. ***Please provide sample report(s) that would be useful in helping the County monitor the usage of the program.***

(e) Insurance

The Vendor must comply with the County's standard insurance requirements. A certificate of insurance naming the County as an additional insured must be received by the County's Finance Department prior to commencing any transportation activity. A complete outline of all insurance requirements is set forth below in this RFP

3. Compensation / Pricing / Budget Information / Narrative Page (EXHIBIT II Form Attached)

4. Articles of Incorporation

Provide a copy of your Articles of Incorporation recognized by the State as formally establishing a private corporation, business or agency.

5. Additional Pertinent Information

Detailed description of information Vendor believes the County should know about their organization as it pertains to this RFP. Any other services Vendor plans to provide to County above and beyond the scope of this RFP and associated costs of such services.

6. E-Verify MOU Signature Page

7. Audit Clause For Contracts / Examination of Records (EXHIBIT IV Form Attached)

8. Notarized Affidavit (EXHIBIT V Form Attached)

[Remainder of this page intentionally left blank.]

C. SELECTION CRITERIA

Vendor will be selected based on materials submitted in response to this request for RFPs, as well as possible follow up interviews should the County deem necessary. The following criteria will be utilized to rate each applicant along with cost of the service:

Expertise, Experience and Qualifications
Capability, Availability and Reliability
Proposed Method of Performance
Proposed Pricing
Customer References

1. **Consideration of Information From All Sources:** The County reserves the right to consider information and facts, gained from all sources, including but not limited to the Vendor's proposal, presentations, demonstration, interviews, or references, in the evaluation process.
2. **Responsibility to Submit Information:** By submitting a Proposal in response to this RFP, each Vendor acknowledges, affirms and agrees that it is the Vendor's sole responsibility to submit information related to the evaluation criteria and that the County is under no obligation to solicit any information if it is not included with the Vendor's proposal. Failure of the Vendor to submit such information in its Proposal may constitute grounds for rejection of the Proposal.

[Remainder of this page intentionally left blank.]

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Vendor and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the post-award negotiated Resulting Agreement as if specifically set forth therein. The Vendor acknowledges, understands and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

Agreement Components: The Resulting Agreement between the County and the successful Vendor is comprised of and includes all the following documents: (a) this **RFP No. 19-088** issued by the County, including any addenda (collectively referred to as “**RFP**”); (b) the successful Vendor’s proposal in response to the RFP (hereinafter, “**Proposal**”); (c) the post-award negotiated contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the contract by reference; and (d) any changes to, amendments, modifications or supplementals of the post-award negotiated contract in reverse chronological order.

A. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:

1. The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal;
2. The terms set forth in the post-award negotiated contract will prevail over a conflicting or inconsistent term between the RFP and the post-award negotiated contract.
3. Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion.
4. The successful Vendor shall request the County’s order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Vendor's proposal.

B. Referential Inclusion: References in the Agreement to an Article or Section shall be deemed to be inclusive of all provisions within Section [e.g., a reference to Article **5** shall be deemed to include Section **5.A.** and a reference to Section **5.A.** shall be deemed to include Subsection **5.A.(1)**]. In addition, references in the Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.

C. Status as Independent Contractor: The successful Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the successful Vendor

shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

D. Subcontractors: Any Vendor's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Vendor and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the successful Vendor's subcontracting any portion of the services to be provided under the Agreement. The successful Vendor is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

1. **Employment of Unauthorized Aliens Prohibited:** Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

E. Enrollment in Federal Work Authorization Program: Affirm its enrollment and participate in in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services.

1. Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Vendor, and the Department of Homeland Security - Verification Division.
2. Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

F. Worker Eligibility Affidavit: Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

G. Annual Submission Requirement: Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

1. Send the notarized **Affidavit of Work Authorization (Exhibit V)** to the **RFP** to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or

2. Send the notarized **Affidavit of Work Authorization (Exhibit V** to the **RFP)** and E-Verify MOU signature page along with the proposal solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the successful Vendor shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

- H. **Law of Missouri to Govern:** This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Vendor shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.
- I. **Venue:** Any legal action, suit or proceeding brought by any Vendor in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Vendor irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Vendor shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Vendor irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.
- J. **Ownership of Records:** All documents, reports, exhibits, etc., produced by the Vendors at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the successful Vendor's work without payment of any royalties, fees, etc.
- K. **Release to Public/Confidentiality:** No material or reports prepared by the successful Vendor shall be released to the public without the prior consent of the County. The Vendors shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Vendors shall notify the County immediately of any request for such information.
- L. **Conflict of Interest:** Each Vendor covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Vendor further covenants that no person

having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

- M. Indemnification:** Each Vendor agrees to defend (with counsel chosen by the Vendor with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Vendor's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.
- N. Insurance:** For proposal purposes, Vendors must submit copies of certificates of insurance documenting the following coverages:
- O. Worker's Compensation and Employer's Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.
- P. Automobile, General Liability and Property Damage:** The Vendor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.
- Q. Additional Requirements:** The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the Vendor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.
- R. Non-Appropriation:** Any obligation on the part of the County to pay any amount due under the Resulting Agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the Resulting Agreement applies, the County's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Vendor by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual budget ordinance.

- S. County's Right to Terminate for Convenience:** The County may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Vendor, which states the effective date of the termination.
- T. Examination of Records:** The Vendor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Vendor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Vendor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Vendor's operations, obtained during audits, will be kept confidential.
1. The Vendor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.
- U. Program Specific Federal Requirements:** Provision of the services under the Resulting Agreement to be awarded pursuant to this RFP is governed by all the federal laws and regulations governing the disbursement of federal funds under the Community Development Block Grant program, administered by the U.S. Department of Housing Development. All the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations are hereby incorporated into this RFP as if stated herein in their entirety.
- V. Other Federal Requirements:** In addition, the following federal requirements shall be included in the Resulting Agreement, including, but not limited to:
1. **Civil Rights Compliance.** The Vendor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Vendor shall include the provisions of this part in all subcontracts.
 2. **Nondiscrimination.** The Vendor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Vendor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment

practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Vendor shall include the provisions of this part in all subcontracts.

3. **Section 504 and Americans with Disabilities Act.** The Vendor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Vendor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract. It shall be the responsibility of the Vendor to ensure that all goods, services, and/or work procured and/or performed under this contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Vendor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.
4. **Affirmative Action.** The Vendor agrees that it shall commit to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to the Vendor to assist in the formulation of such program.
5. **MBE/DBE/WBE.** The Vendor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans; Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans; Asian-Americans; and American Indians. The Vendor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.
6. **Access to Records.** The Vendor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the subrecipient, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), or the County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

7. **EEO/AA Statements.** The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that it is an Equal Opportunity or Affirmative Action employer.
8. **Religious Organization.** The Vendor agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).
9. **Lobbying:** The Vendor hereby certifies that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - (c) It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
 - (d) **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. **Audits & Inspections.** All subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within 30 days after receipt by the subrecipient. Failure of the subrecipient to comply with the above

19-088 457(b) and 401(a) Recordkeeping,

audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

11. **Veteran Friendly Employment Policy:** “Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.”

“YES” our company has a veteran friendly employment policy.

“NO” our company does not have a veteran Friendly employment policy

Please include a copy of your veteran friendly employment policy with your submission.

[Remainder of this page intentionally left blank.]

EXHIBIT I

Proposal for 457(b) and 401(a) Recordkeeping Services

**St. Charles County, Missouri.
Company Background and Additional Information**

Date: _____

Agency: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Proposal Submitted By: _____

Title: _____

Please include or attach additional information here:

EXHIBIT II

Compensation / Pricing / Budget Information / Narrative Page

Item Description	Five Year Original Contract Period
	\$
1 st Renewal Period Maximum Price increase above 1 st year of the agreement pricing	%
2 nd Renewal Period Maximum Price increase above 2 nd year of the agreement pricing	%
Any Other Services or fees to be added here (attach addition pages as necessary)	\$

Note: The table above states the minimum required Compensation / Pricing / Budget Information / Narrative Page. For any additional information please insert additional lines to the table above, or submit a new table, or attach additional pages clearly marked “Compensation / Pricing / Budget Information / Narrative Page”.

Company Name: _____

Vendor Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Exhibit III

References and Experience

Each proposer must submit a minimum of three (3) current governmental client references as well as two (2) discontinued contracts. Current references must be presently using services similar to those requested in this RFP, both in quality and quantity.

Current Client References

- 1) Entity Name: _____
Business Address: _____

Name/Title of Contact: _____
Phone Number of Contact: _____
Email Address: _____
Contract Length: _____
Plan(s) Type and Assets: _____

- 2) Entity Name: _____
Business Address: _____

Name/Title of Contact: _____
Phone Number of Contact: _____
Email Address: _____
Contract Length: _____
Plan(s) Type and Assets: _____

- 3) Entity Name: _____
Business Address: _____

Name/Title of Contact: _____
Phone Number of Contact: _____
Email Address: _____
Contract Length: _____
Plan(s) Type and Assets: _____

Discontinued Contract References

1) Entity Name: _____
Business Address: _____

Name/Title of Contact: _____
Phone Number of Contact: _____
Email Address: _____
Contract Length: _____
Plan(s) Type and Assets: _____
Reason for Discontinuance of Contract: _____

2) Entity Name: _____
Business Address: _____

Name/Title of Contact: _____
Phone Number of Contact: _____
Email Address: _____
Contract Length: _____
Plan(s) Type and Assets: _____
Reason for Discontinuance of Contract: _____

EXHIBIT IV

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

AUDIT CLAUSE FOR CONTRACTS

Examination of Records

The Vendor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Vendor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Vendor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Vendor's operations, obtained during audits, will be kept confidential.

The Vendor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all RFP terms and conditions)

Date: _____

EXHIBIT V

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly sworn, on
(Name) (Office held)

my oath, affirm _____ is enrolled and will continue to
(Company name)

participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **RFP 19-088** for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that _____

_____ does not and will not knowingly employ a person
(Company name)

who is an unauthorized alien in connection with the contracted services related to the **RFP 19-088** for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a
(Day) (Month & Year)

Notary Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date