

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP403B407BTPA**

**Title: 403(b) and 457(b) Recordkeeping and Administration Services**

**Issue Date: August 21, 2019**

This document constitutes Rockwood School District’s (hereafter called the “District” or “RSD”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide 403(b) and 457(b) recordkeeping and administration services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 PM, CST, ON SEPTEMBER 18, 2019. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

**All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

Brenda Kirchhoefer

Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

kirchhoeferbrenda@rsdmo.org

636.733.2045

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

**Important Dates**

 **RFP Issue Date: August 21, 2019**

 **Deadline for RFP Clarification September 6, 2019**

 **Proposal Due Date September 18, 2019**

 **Anticipated BOE Approval Date October 17, 2019**

 **Contract Commencement Date January 1, 2020**

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**I.** **RFP INSTRUCTIONS AND CONDITIONS**

1. **INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 4,000 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. Rockwood School District’s revenue budget for the 2019-2020 school year is in excess of $286,000,000 ($224,000,000 in operating revenue).

The District has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at [www.rsdmo.org](file:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cwww.rsdmo.org).

The Rockwood School District invites you to submit a bid according to requirements contained herein for a third party administrator (TPA) to manage record keeping and administration for the District’s 403(b) and 457(b) plans.

1. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit two (2) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP403B407BTPA.** Proposals shall be delivered to:

Coordinator Purchasing

Rockwood School District

**RFP403B407BTPA**

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 PM, CST, ON SEPTEMBER 18, 2019. Proposals submitted after that time and date will be rejected and returned.**

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

(6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer’s total cost for the services to be provided.

1. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
2. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.

G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

1. **PRE-PROPOSAL MEETING**

A pre-proposal meeting is not currently scheduled. Potential bidders requiring clarification of proposal requirements shall contact the District’s Coordinator of Purchasing by 4:00 PM CST on September 6, 2019. All District responses to bidder’s questions will be posted via the District’s RFP website link.

1. **AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

1. **RIGHT TO REJECT**

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

1. **PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

1. **COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

1. **OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

1. **RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

1. **PRICE**

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

1. **CONTRACT**

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received no later than October 17, 2019. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. It is anticipated the contract term will commence on January 1, 2020 and continue through December 31, 2024.

1. **INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability $ 1,000,000 per person per occurrence

 (Including Contractual Liability)

 $ 1,000,000 property damage per occurrence

 $ 1,000,000 aggregate all claims per occurrence

Workers' Compensation As required by applicable law

Employer's Liability $ 1,000,000 per occurrence

Automotive Liability $ 1,000,000 per occurrence

Professional Errors and Omissions $ 1,000,000 per occurrence

1. **TAXES**

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

1. **NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

1. **USE OF INFORMATION**

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of the District and, when in tangible form, all copies of such information shall be returned to the District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by the District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

**II. SCOPE OF SERVICES**

The District offers both a 403(b) and a 457(b) plan to its 4,000 employees. All full-time, part-time and temporary employees are eligible to participate in our plan. Approximately 470 participants actively contribute $2.3 million annually to the plans. The 403(b) plan is structured as an employer sponsored plan. The District currently uses a single vendor to full provide third party administrator services. Important information about our plan:

1. Vendors
	1. 403(b) plan: Since January 1, 2017 one vendor ((CSD Trust, serviced by AIG (formerly Valic)) serves as the single investment platform provider for new participants. A new participant has been defined as:
		1. A new hire
		2. An existing employee who does not have a 403(b) account
		3. An existing employee that has previously contributed to a 403(b) account, but, as of January 1, 2017, was not contributing
		4. An existing employee contributing to a provider that has been grandfathered in as an active provider as of January 1, 2017, but at a future date the employee decides to discontinue contributing to that provider and to contribute to a new provider (e.g. that employee then can only contribute through the one single source vendor)
		5. We have approximately 25 vendors covered under the grandfathered provision with current contributions (refer to Exhibit A)
	2. 457 plan: There are five approved vendors with active contributions. Our plan caps the number of 457 vendors at five.
2. Highlights of our plan document (refer to Exhibit B for full plan document)
	1. Roth elective deferrals
	2. Employer may make discretionary non-elective contributions on behalf of employees
		1. The District makes approximately 75-100 employer contributions per year as part of our sick leave payout upon retirement from the District
	3. Hardship withdrawals and loans shall be permitted to extent permitted by the Individual Agreements
3. Eligible employees making contributions are paid on the bi-weekly or semi-monthly payroll schedule (refer to Exhibit C)
	1. District transmits employee withholdings via ACH file on payroll date
	2. Employees with active distributions contribution a flat dollar amount
4. District payroll software is Powerschool (Business Plus)
5. **MANDATORY PROPOSAL COMPENENTS**
6. Qualifications. Firm must:
7. Be a top tier retirement plan.
8. Be licensed to conduct business in all 50 states.
9. Have experience working with clients similar in size and complexity to the District.
10. Legal/Regulatory. Firm must:
11. Provide the District with (and/or be willing to administer) individually designed plan documents. Assist in maintaining Internal Revenue Code compliant 403(b) and 457(b) plan documents and amendments to same in order to remain in compliance with federal and state regulations.
12. Assume responsibility for maintaining the continuing legal compliance of all agreements, forms, documents, and procedures.
13. Provide employee notices (universal availability, etc.).
14. Provide strict oversight of all plan activities to ensure compliance with federal and state regulations.
15. Provide representation for any IRS audit.
16. Provide comprehensive information regarding taxes and tax treatment of the plans and participant benefits.
17. Employee/Employer Account Administration. Firm must:
18. Monitor employer and employee contributions to 403(b) and 457(b) plans, advise and assist the District in taking appropriate corrective action if excess contributions occur including requirements that the providers hold certain excesses in separate accounts.
19. Submit any employee contributions received from the District to the investment provider no later than five (5) business days after receipt of such contributions. Please provide your average turnaround time.
20. Establish and monitor maximum allowable employer and employee contribution (MAC) limits for all employees and all vendors/providers.
21. Manage all account activity for orphan accounts for compliance with federal and state laws and regulations.
22. Audit individual vendor/provider activity to ensure contributions are distributed to employee accounts and in a timely manner when received consistent with federal regulations.
23. Audit for federal and state compliance for all post-employment plan contributions.
24. Administer District employer contributions and the transfer by participants of funds for the purchase service credit from the Public School Retirement System of Missouri or the Public Education Employee Retirement System of Missouri (collectively, “PSRS”) at no additional cost to the District or the participant.
25. Communication/Education. Describe capability for:
26. Annually providing the District with a communication plan for employees.
27. Describe the education offered to employees.
28. Providing ongoing communications to plan participants, including but not limited to newsletters.
29. Providing benefit or account statements to participants.
30. Account Service and Performance Measurements. Firm must:
31. Maintain a high level of client satisfaction.
32. Communicate with participants in a transparent and easy to understand fashion.
33. Monitor and report on service turnaround times, and maintain turnaround times in line with the top tier of the retirement plan provider universe.
34. Customer Service Response. Firm must:
35. Provide timely customer service responses to all parties involved in the 403(b) and 457(b) plans, including employees regarding questions and activities. This includes live administrator support and real time account access for account service representatives.
36. Provide customer service call center access.
37. Provide plan participants with 24/7 secured online access to plan information that is updated on a daily basis at minimum (describe information that is available).
38. Provide online access at the plan sponsor level with separate login information (describe information that is available).
39. Provide adequate website technical support for any issues arising with the accessing of accounts. Technical support will also follow federal and state regulations and maintain, secure information back-up procedures. Please outline any additional procedures or software capabilities that are in place.
40. Account Activity. Firm must provide services related to the following activities:
41. Eligibility and enrollments.
42. Distribute communication and enrollment materials (describe whether you will handle enrollment meetings).
43. Handle distribution requests, which includes monitoring final and 70 ½ minimum distributions.
44. Process beneficiary changes, rollovers and Qualified Domestic Relations Orders (QDROs).
45. Handle other account administration requests such as employee questions relating to statements, distribution tax ramifications, address changes, requests for fund and prospectus information, and coordination with payroll withholding.
46. Plan Implementation. Firm must:
47. Provide a detailed breakdown of the team that will manage the District’s plans and identify each person who will manage each step in the implementation process.
48. Provide a timeline of the plan implementation assuming a January 1, 2020 start date.
49. Describe the communications and procedures you will provide to assist participants once the program is in place.
50. Identify your staff members responsible for the ongoing maintenance of the plans.
51. Provide full disclosure of team member turnover within the department that will be responsible for managing the District’s plans and identify where this department is located.
52. Data Security Privacy. Firm must:
53. Describe how you will maintain the confidentiality of employee database information.
54. Confirm that the Firm has policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse or physical damage to hardware, software, communications networks and data. Describe these in detail.
	1. Have your security protocols ever been compromised? If yes, please explain the circumstance and what you have done to address this?
55. Confirm that you understand and agree to the District’s policy that your Firm’s representatives and contractors are forbidden to sell ancillary products (such as life insurance) to participants without written consent of the District. Participant data is the sole property of the District and may not be used in any way to market other products or sold to other organizations without the express written consent of the District.
56. Fee Proposal. Firm must provide a detailed fee proposal that fully itemizes all fees including but not limited to the following:
57. Setup and implementation fees
58. Charges for plan administration
59. Charges for moving assets from one fund to another
60. Cost to provide plan documents and forms, update documents and forms
61. Rollover and distribution fees
62. Costs to attend enrollment and/or other meetings.
63. Other transaction fees
64. All investment related fees
65. Cost of transition services upon termination of services
66. Consulting fees
67. Any other fees
68. Additional Requirements. Firm must:
69. Describe options for fee payment either by investment providers directly, through assessment of participant accounts, or by employer.
70. Describe any and all indirect compensation you may or will derive, including from investment providers, float on contributions, etc.
71. Provide copies of fee disclosure statements you provide the Plan Sponsor and the participants and describe how frequently you distribute such statements.
72. **GENERAL INFORMATION**

Please provide detailed responses to each of the following.

1. Systems Maintenance and Remittance Procedures
2. When was the most recent independent quality control audit of your recordkeeping system performed? Please provide a copy of auditors’ most recent SAS 70 (Statement of Auditing Standards) opinion.
3. Please detail the most efficient way for the District to remit participant data and contributions to your firm. Are there any other options? If so, please describe.
	1. Describe procedures for securing the transfer of confidential employee data between the TPA, vendors/providers, and the District
4. Briefly describe how your system processes, and how you administer:
5. Eligibility solicitation/determination
6. Enrollments
7. Sending enrollment materials to participants
8. Assignment of PIN numbers and distribution of numbers
9. Employee and employer contributions, including any eligible catch up contributions
10. Investment election and contribution rate changes
11. Qualified Domestic Relations Orders (“QDROs”)
12. Hardship withdrawals or loan requests
13. Rollovers from other plans
14. Distributions to correct excess deferrals and contributions
15. Rollovers to state retirement plans
16. Final distributions, lump sums, periodic payments, installments
17. Beneficiary changes
18. Compliance with 401(a)(9) minimum distribution requirements
19. Roth or after-tax contributions
20. Please describe how your system processes comply with the 403(b) and 457(b) regulations, and 415 and other regulations that apply.
21. What participant data can be held in your system?
22. What is your turn around time for processing and mailing checks for standard termination requests?
23. Do you utilize the services of a third party or outside vendor to provide any recordkeeping or analysis of our plan?
24. Will you approve Qualified Domestic Relations Orders (“QDROs”)?
25. Describe your back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If your software was lost, is the raw data accessible to standard queries?
26. Describe in detail your common remitter services. How long have you been providing this service? Please describe how your common remitter platform is in compliance with the 403(b) and/or 457(b) regulations.
27. Describe your procedures for establishing and maintaining Service Provider Agreements (SRA) with the vendors and product providers to ensure their cooperation with information sharing needs and compliance with federal and state regulations. Firm is responsible for providing completed SRA’s to the District. Please also provide a sample of the Information Sharing Agreement (“ISA”) you use, and a list of providers who have signed your ISA.
28. Do you provide the employer with an administration manual?
29. Compliance
30. Does your Firm prompt or remind 403(b) and 457(b) participants that they are eligible for the catch-up elections or must they notify you? If not, why? What controls are in place to assure the maximum catch-ups are not exceeded?
31. Does your Firm prompt participants age 50 or older about the catch-up provision available to them?
32. What correction procedures does your Firm employ should participants exceed IRS limits? Or, if 415 limits are exceeded? Do you monitor compensation limits? Please describe in detail.
33. Does your Firm’s system track cumulative contributions? Is the data available upon IRS audit?
34. For individuals who have contributed near their maximum limit, can you conduct a final recalculation at the end of the year? If so, can this be conducted on a plan-wide basis and reported to the District?
35. Can your Firm provide the District with a report of participants utilizing the catch-up provisions?
36. Once your Firm completes compliance testing for a participant, can you forward a copy of the calculation to the District?
37. Does your Firm have the ability to perform group testing? If so, what information would the District need to provide?
38. Do you have a standard contract for either the plan sponsor or the participant?
39. Do you have a proposed contract for this engagement? Please provide copies.
40. Tax Reporting
41. Does your system provide all required tax data and compliance for plan distributions? How are withheld taxes processed for payment?
42. Can you perform state tax withholding?
43. Are tax statements issued?
44. Interactive Participant Service

a. Internet Capabilities:

1. Do you offer online access at both the plan sponsor and participant level? If so, provide demonstration links and passwords.
2. What information can the plan sponsor access? Modify?
3. What information can participants’ access?
4. How many clients are currently using your Internet product? What percent of your client base?
5. How long has information only services been available? How long have transactions been available?
6. Please indicate the types of transactions that can be processed at your Internet site including but not limited to:
* Confirmation reports
* PIN resets
* Request prospectus
* Reallocation or changes in investments with vendors
1. Can participants access their plan investment account through your website? Please provide details.
2. How many non-programmers (content only) support your site?
3. What is your average daily volume? What is the maximum you can handle?
4. Do you have back-up procedures in the event your server goes down during extreme market conditions? Please explain.
5. How are requests for fund prospectuses handled?
6. What security protocols and guarantees are in place?
7. How many times has your Internet site experienced down times over the past two years? How was this communicated to the Sponsor?
8. What makes your Internet site unique from your competitors?
9. What additional interactive services/software are provided (directly and online)? Please describe your capabilities and any related costs.
10. What information do you provide to participants on your website as to contribution planning? Other education or information?
11. Do you provide participants with the ability to calculate the after-tax impact of a deduction on their take-home pay?
12. Is your website compatible with mobile devices such as smart phones? If so, is all functionality available or are there limitations when using a mobile device?

b. Call Center

* 1. Does your Firm offer live administrator support? If so, do you record calls?
	2. What is the toll free number participants can call to reach a representative?
	3. What are the days and hours of availability for telephone account service representatives? What training and/or credentials to they have?
	4. What is the capacity of your call center? How many representatives are available to participants at busy times? What is your average response time to participant calls for each of the past five (5) years? How do you manage capacity during periods of extreme volume?
	5. Do account representatives have online real time access to the recordkeeping system and web?
	6. Do you offer phone services to non-English speaking and hearing-impaired participants?
	7. Which of the following activities will account representatives handle? (for dual responsibility, please check all that apply):

|  |  |  |  |
| --- | --- | --- | --- |
| **Activities** | **Vendor****Responsibility** | **District Responsibility** | **Participant Responsibility** |
| Eligibility determination? |  |  |  |
| New enrollments? |  |  |  |
| Dissemination of communication materials? |  |  |  |
| Monitoring annul contribution limits? |  |  |  |
| Contribution rate changes (including an automated interface to payroll)? |  |  |  |
| Final distributions? |  |  |  |
| Monitoring and soliciting age 70 ½ minimum distributions? |  |  |  |
| Rollovers? |  |  |  |
| QDROs? |  |  |  |
| Beneficiary changes? |  |  |  |
| Beneficiary tracking? |  |  |  |
| Address changes? |  |  |  |
| Questions on employee statements? |  |  |  |
| Questions on taxability of distributions? |  |  |  |
| Request for investment information? |  |  |  |
| Information requests for prospectus? |  |  |  |
| Payroll withholding? |  |  |  |

viii. With your full service recordkeeping and administration, what administrative activities must the District still perform?

1. Project Team and Implementation Approach.
2. Provide an organizational chart of your implementation team that details the depth of the team, experience of members and responsibility of each member.
3. Please provide a sample timeline of activities and timeframe. Describe who will be involved in each step and how this process will be managed.
4. If your Firm is selected, from what locations(s) will the primary client-level services be delivered from?
5. What has been your Firm’s historical turnover of account representatives managing clients like the District?
6. How many accounts does the typical case manager handle at one time?

4. Quality and Performance Standards.

1. How do you measure overall client satisfaction? How will you report satisfaction levels to the District?
2. Describe your process to resolve customer complaints. How do you measure superior service?
3. Do you offer service guarantees? If so, please describe in detail.
4. Given the large number of available 403(b) and 457(b) providers, what makes your program unique?

5. Transition Plan.

1. In the event of any termination of the Firm’s services, the District expects that an orderly transition will occur to a succeeding service provider. With regards to such transition-out:
2. Please describe your overall commitment to perform a transition of plan records and administrative services to a new vendor in the event that the District elects to terminate its contract with your Firm and engage a new provider. Please advise of fees, if any, for transition services following a decision by the District to terminate services.
3. What steps does your Firm take to insure the timeliness and accuracy of a transfer of data and other information during a transition? In the event of a transition that does not occur according to an agreed upon plan, will your Firm take responsibility for any and all economic losses to participants and sponsor?
4. Please describe your transition-out plan for participant records, plan level administrative records, contributions and other records and services. Provide estimates for the length of time for the transition and for man hours required from the District. Provide a draft transition plan.
5. **FIRM PROFILE**

1. General Information

1. Respondents to this RFP are required to include with their submissions to this RFP, a full and complete Firm profile, which must include, but not be limited to: the date of establishment, mission statement, type and confirmation of Firm’s legal entity form, Firm’s organizational structure/chart, principals’ names and titles, Firm size in relation to industry, number of employees, Firm history, financial position, and all relevant current and past experience on similar projects, including the firm’s overall experience for the provision of 403(b) and 457(b) recordkeeping, administration and other services. Describe any pending agreements to merge or sell your Firm.
2. A copy of the Firm’s most recent audited financial statement must be included with the proposal.

2. Organization

1. Provide the name of your Firm, home office address, local business address (if applicable), phone number, and Firm title of the person(s) who the District may contact about your proposal. E-mail addresses should also be included.
2. Provide a brief history of your Firm, including year of entry into the 403(b) and 457(b) marketplace. If applicable, how many years has your Firm offered 403(b) and 457(b) products in the District?
3. How many employees do you have (locally and nationally)? How many are dedicated to the 403(b) and 457(b) recordkeeping and administration services?
4. Please provide the following information regarding your Firm (not your parent Firm):
5. Total assets under recordkeeping and administration services management as of the end of your most recent fiscal year?
6. Total assets and number of participants under recordkeeping and administration services management for all 403(b) and 457(b) programs as of the end of your most recent fiscal year?

|  |  |  |
| --- | --- | --- |
|  | Total Assets | Total Participants |
| 403(b) |  |  |
| 457(b) |  |  |

1. Total assets and number of participants under recordkeeping and administration services management for all educational institution 403(b) and 457(b) programs as of the end of your most recent fiscal year?

|  |  |  |
| --- | --- | --- |
|  | Total Assets | Total Participants |
| 403(b) |  |  |
| 457(b) |  |  |

1. Describe any ownership or affiliation relationship or agreement that you have with any of our 403(b) or 457 investment providers. If there is such a relationship, please describe the measures in place to ensure that the plan administrative services information is not shared with the investment provider other than a “need to know” basis for effective plan administration.
2. Describe any fees, commissions, or other types of payments that you receive from any of our 403(b) or 457 investment providers.

3. Experience

1. For how many organizations and participants do you provide 403(b) and 457(b) recordkeeping and administrative services? For how many educational institution 403(b) and 457(b) clients and participants do you provide recordkeeping and administrative services?
2. Does your Firm maintain errors and omissions coverage? What are the current limits (deductible and maximum coverage)? What is the aggregate coverage? When does current coverage expire? Is there different coverage for representatives and home office employees? Provide a five-year history of any claims presented or paid.
3. Does your Firm provide a bond or other form of guarantee to protect the program, the District and/or participants from any loss resulting from fraud or dishonesty by your employees or representatives? Provide sample documentation.
4. Are you currently involved in any unresolved litigation? If so, please provide information regarding the basis for the litigation. Has your Firm been involved in litigation within the last five (5) years arising out of your performance or participation in a defined contribution program?
5. Has your Firm been cited, reprimanded or threatened with citation by any state or federal regulators for violations of any laws or impending regulations? If so, please describe.
6. In the past five years, has your Firm had: i) a license to do business; ii) an agent/broker license; or iii) any other license denied, revoked or suspended? If so, describe.
7. Has your Firm ever been involved in any settlements regarding its compliance services for failure to calculate or inaccurate calculations on any compliance limits?
8. What resources do you have to obtain legal opinions, interpretations of laws, regulations, etc., on issues pertaining to 403(b) and 457(b) plans? How many employees serve as legal counsel for your program to ensure compliance with all regulating agencies?
9. 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? Have there been any upgrades or downgrades of your credit ratings in the past two (2) years? If so, please explain.

1. **BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE**

In addition to the formal response to this RFP, all respondents are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD’s and any other marketing and informational media which will support and enhance their submission value.

1. **ADDED VALUE**

Respondents are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to the District in their RFP responses. Attach and label as **“ADDED VALUE.”**

1. **TRANSITION PLAN**

In your response, you must confirm your understanding of and commitment to service

the District’s transition and continuity needs as expressed in this section.

1. Transition on Commencement of Contract.
2. The 403(b) and 457(b) recordkeeping and administration services provider selected by the District shall assume full services in accordance with a contract executed by the parties. Service provider shall coordinate and cooperate with the District’s existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.
3. Transition and Continuity of Service upon Expiration of Contract.
4. Continuity of services is necessary to the District. The 403(b) and 457(b) record keeping and administration provider selected by the District agrees to this philosophy and upon expiration of contract, agrees to:

• Exercise its best efforts and cooperation for an orderly and efficient transition of 403(b) and 457(b) recordkeeping and administration services to another service provider or to the District.

• Negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in and phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by the District. The existing 403(b) and 457(b) recordkeeping and administration services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services called for in the contract are maintained at the required level of need and proficiency.

• All District property (including but not limited to participant and District system records; equipment; facilities; and materials) shall be returned to the District upon termination of the contract.

**III. CONTRACT TERMS AND CONDITIONS**

**INTRODUCTION TO THIS SECTION**

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about January 1, 2020 and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

**WARRANTY FOR SERVICES**

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

**REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

**INSURANCE**

A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, professional errors and omissions and if applicable, workers’ compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

B. The District shall be included as an additional insured on all required insurance policies, except Workers’ Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.

C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.

D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

**TERMINATION**

A. The District may terminate this Agreement with or without cause at any time by giving 15 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

**INDEMNITY**

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District’s officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor’s actions or omissions relating to this Agreement, or arising out of Contractor’s breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

**FISCAL FUNDING**

While the parties intend for the term of this Agreement to be five (5) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the services performed up to the date of termination.

**GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

**REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the District’s Chief Financial Officer or Director of Finance and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor’s successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

**LICENSES AND PERMITS**

Contractor shall obtain at Contractor’s expense all licenses and permits necessary to perform the Services.

**CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

Contractor agrees that any employee acting on behalf of the contractor and performing duties on District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list. A complete list of District policies can be found at:

<http://www.rsdmo.org/boardofeducation/policiesandregulations/Pages/default.aspx>

**INDEPENDENT CONTRACTOR**

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor’s duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor’s Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor’s employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

**FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. **Consultants must also sign and provide to the District an affidavit (attached) indicating they do not knowingly employee any unauthorized aliens under this agreement.**

**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda.

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

Years in Operation Years under current structure and/or under previous structure

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

|  |  |
| --- | --- |
|  |  |
|  | Company Officer’s Name |
|  |  |
|  | Signature Date |

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

1. agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
2. affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
3. affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
4. affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
5. agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
6. agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
7. agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | By: |  |
|  |  | (Signature) |
|  | Printed Name and Title: |  |
|  |  |  |
|  | For and on behalf of: |  |
|  |  | (Company Name) |

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.
5. FURTHER AFFIANT SAYETH NOT.

|  |  |  |  |
| --- | --- | --- | --- |
|  | By: |  | (individual signature) |
|  | For |  | (company name) |
|  | Title: |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Subscribed and sworn to before me on this  |  | day of |  | , 20 |  | . |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My commission expires: