

REQUEST FOR PROPOSAL
FOR
BANK DEPOSITORY SERVICES

County Employees' Retirement Fund (CERF)

RFP responses are due by close of business on November 15, 2017.
Please send 6 copies of your response to:

Kelly Schwartze – CONFIDENTIAL
County Employees' Retirement Fund
2121 Schotthill Woods Drive
Jefferson City, MO 65101

**Proposals must be submitted in a sealed envelope and clearly marked on the
outside "Response to Request for Proposal Enclosed."**

Purpose

County Employees' Retirement Fund ("CERF") is requesting proposal responses from qualified institutions to serve as the depository of CERF's funds for the period **January 1, 2018 through December 31, 2020** with automatic renewal provisions.

CERF is a public retirement system created pursuant to §50.1000 – 50.1300 RSMo to provide a defined benefit and a defined contribution retirement plan to employees of non-chartered county government. The defined benefit plan is funded by fees and penalties assessed by the Assessor, fees collected by the Recorder of Deeds and fees and penalties collected by the County Collector as well as employee contributions in each of the 111 participating counties. The defined contribution plan is funded by employer pick-up contributions, voluntary employee deferrals and matching contributions from the Fund.

The following information reflects twelve months of depository activity:

Month	FDIC Deposit Assessment Fee	Volume of Deposits	Number of Checks Cleared	Volume of ACH Files	Number of Bank Accounts Involved	Average Ledger Balances	Number of Stop Payments	Number of Wire Transfers
Oct-16	21.63	66	55	20	209	\$ 518,795	0	2
Nov-16	24.01	61	47	19	220	575,689	0	2
Dec-16	26.82	58	53	20	231	643,230	0	2
Jan-17	86.49	54	45	18	214	1,081,173	0	2
Feb-17	77.97	70	55	20	212	974,548	0	2
Mar-17	80.99	69	58	23	231	1,012,353	0	2
Apr-17	60.40	62	45	20	225	755,013	1	2
May-17	71.85	61	45	21	237	898,136	0	2
Jun-17	61.04	63	41	22	243	762,992	0	2
Jul-17	51.10	61	49	19	215	638,788	0	2
Aug-17	55.28	63	44	22	239	690,939	1	2
Sep-17	51.25	56	39	20	222	640,725	0	2

I. Contract Term:

Contract Term: The successful Offeror shall enter into a Contract that shall be effective for the period January 1, 2018 through December 31, 2020. The agreement will contain an automatic five year renewal clause for the period commencing January 1, 2021. Either party may cancel the agreement upon giving no less than 90 days' written notice.

II. Scope of Work

CERF is seeking a qualified institution to serve as the depository of county fees and contributions due CERF. The attached Terms and Conditions outline the scope of work.

Any exceptions to the conditions outlined within this RFP must be separately listed by the Offeror in its proposal response.

III. Selection Process

1. After determining a responsive Offeror and a responsive proposal satisfy the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a) Method of Performance
 - b) Experience/Expertise of Contractor
 - c) Fees and Rate of Return of Deposits
2. The evaluation committee may then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
3. At this point, CERF may request presentations by Offerors, question and answer interviews, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed Offerors.

Offeror may be asked to make an oral presentation of its proposal to the evaluation team at CERF's office. Attendance cost shall be at the Offeror's expense.

4. CERF reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
5. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, CERF reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - a) Negotiations may be conducted in person, in writing, or by telephone.
 - b) Negotiations will only be conducted with potentially acceptable proposal(s). CERF reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.
 - c) Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d) The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless CERF determines that a change in such requirements is in the best interest of the entities.

IV. Contract

1. The final form of the Contract between the awarded institution and CERF will be subject to the approval of CERF's legal counsel, and such Contract shall include the following:
 - a) This RFP;
 - b) Any Addenda;
 - c) The Offeror's response to RFP;
 - d) Any Best and Final Offers and responses;
 - e) Clear provision for Missouri law to apply;
 - f) Provisions for required insurance and indemnity in favor of CERF;
 - g) No mandatory arbitration clauses;
 - h) Clear terms on pricing.

V. Instructions and General Conditions

1. Guidelines for Written Questions

All questions regarding this Request for Proposal should be submitted in writing no later than **4:30 p.m., Wednesday, November 1, 2017** in order to allow enough time for CERF to issue an Addendum. All questions must be mailed or e-mailed to the attention of Kelly Schwartze, Assistant Deputy Director. All such questions will be answered in writing, and such questions and answers will be provided to all parties having obtained a Request for Proposal packet by CERF by posting the addendum on the CERF Web site at www.mocerf.org. Submit questions to:

Kelly Schwartze
County Employees' Retirement Fund
2121 Schotthill Woods Drive
Jefferson City, MO 65101
kschwartze@mocerf.org

Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated above. Offerors and their agents may not contact any CERF employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

2. Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing. Verbal conversations or agreements with any officer, agent, or employee of CERF which modify any terms or obligations of this RFP are invalid.

3. Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the CERF office until the proposal closing date and time indicated herein for furnishing CERF with services as detailed in the following request for proposal:

a) Proposal Closing: All proposals shall be delivered before **4:30 p.m., Wednesday, November 15, 2017 to:**

Kelly Schwartze
County Employees' Retirement Fund
2121 Schotthill Woods Drive
Jefferson City, MO 65101

b) Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the CERF Board. All proposals and tabulation sheets are kept by CERF for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

c) CERF will not accept any proposals received after the proposal due date and time and will return such unopened late proposals to the Offeror.

d) Offerors must submit six paper copies of the proposal. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.

e) Proposals must be submitted in a sealed envelope and clearly marked on the outside "Response to Request for Proposal Enclosed."

4. Ambiguity, Conflict, or Other Errors in the RFP

a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify CERF of such error in writing and request modification or clarification of the document. CERF will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from CERF.

b) Implied Requirements: Services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in Offeror's proposal.

c) CERF will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

5. **Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer CERF considers the most advantageous to CERF. Further, CERF shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
6. **Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by CERF after the proposal opening, CERF has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, CERF will proceed in the following manner:

Withdrawal: Permission to allow an Offeror to withdraw its proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

7. CERF reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
8. Receipt of a proposal by CERF or a submission of a proposal to CERF offers no rights upon the Offeror nor obligates CERF in any manner.
9. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any CERF employee prior to the opening of responses to the Request for Proposal. CERF reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.
10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Offeror shall indemnify, hold harmless and defend CERF, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Offeror, of any subcontractor of Offeror (meaning anyone, including but not limited to consultants having a contract with Offeror or a subcontract for part of the services), of anyone directly or indirectly employed by Offeror or by any subcontractor, or of anyone for whose acts the Offeror or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Offeror to indemnify, hold harmless, or defend CERF from its own negligence.

VI. Terms and Conditions

The depository bank must provide the following services to CERF:

1. Provide an interest bearing account with a daily sweep of money from that account into another daily investment account with a higher yield.
2. For counties that wish to send in checks in lieu of electronic transfers, the bank should provide a contact person to whom the checks should be mailed. The bank will deposit the check the same day that it is received, provided that checks received after a certain time of day will not actually be deposited until the next business day. A copy of the checks should be faxed to CERF.
3. The bank should pull funds from the counties' accounts on the same day as CERF uploads the depository file (NACHA file format), provided that submission of the depository file meets the bank's time deadline.
4. The bank will make available a daily report of depository activity, showing a grand total of deposits for the day as well as the effective date of the deposits. The report should also indicate whether the activity occurred by check or by ACH.
5. The bank will make available a daily report of customer activity, showing adjustment activity, returned items that have been processed, and the settlement charges to be debited and/or credited.
6. The bank will provide a monthly recap report showing all depository activity during the month, regardless of whether funds were remitted by check or ACH.
7. The bank must be able to fully integrate the transfer of funds from the depository account on the 15th and the last business day of the month to either CERF's money market account or operating account.
8. The bank will enter into a repurchase agreement with CERF with terms to be negotiated between the parties.
9. The bank shall collateralize and secure all deposits and investments as required by Missouri law in Sections 110.020, 110.010 and 30.270 RSMo and under the same terms as the Collateral Policy adopted by the State Treasurer of Missouri. If unable to provide full collateralization, please propose an alternative solution in your response.

Manner of Response:

1. Offerors should include the following information in their response:
 - a) A brief synopsis of the Offeror's experience and credentials, including a summary of the Offeror's experience in working with public retirement funds, who would be responsible for supervising the account, what additional staff would be assigned to assist with the account and what office would service the account;
 - b) A list of references of current clients, particularly those for which you provide services in connection with retirement funds or other public entities;

- c) Information on access to customer support;
- d) Information on the bank's Information Technology (IT) department, including data security procedures. Offerors to this RFP must have an in-house IT department; IT services cannot be provided by a third party;
- e) A proposed work plan to establish the depository file upload system as described in #3 above;
- f) If Offeror requires or recommends more than one bank account be established for processing of the services covered by this RFP, indicate how many and why;
- g) Please provide examples of the reports that will be provided to CERF. If applicable, please explain how availability will be reported;
- h) A fee proposal. Please separately list the fees associated with accepting deposits via both check and ACH, versus accepting ACH deposits only.