



RFQu 042018

**INVESTMENT CONSULTANT SERVICES FOR 401k DEFINED
CONTRIBUTION PLAN AND 457(b) DEFERRED COMPENSATION
PLAN**

**Bay County Finance Department
Purchasing Division
On behalf of**

Bay County 457(b) Board in Conjunction with 401k Committee

**JAMES BARCIA
BAY COUNTY EXECUTIVE**

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST	AUGUST 17, 2018
REFERENCE BID NUMBER	RFQu 042018
DEADLINE FOR VENDOR QUESTIONS	SEPTEMBER 7, 2018 5:00 PM
ADDENDUM ISSUED BY COUNTY	SEPTEMBER 14, 2018 5:00 PM
PROPOSED DATE/TIME REQUIRED	SEPTEMBER 28, 2018 11:00 A.M.
SUBMIT BID TO:	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK BID:	“INVESTMENT CONSULTANT SERVICES FOR 457(b) DEFERRED COMPENSATION PLAN AND 401k DEFINED CONTRIBUTION PLAN”

The Bay County Purchasing Division on behalf of the Bay County 457(b) Board in conjunction with 401k Committee are soliciting sealed letters of qualification from a qualified individual and/or firm to provide Investment Consultant services.

The selected individual and/or firm will review the current plans and either solicit bids on behalf of the Bay County 457(b) Board in conjunction with 401k Committee or work with the current service provider to make necessary changes to the plans. The contract will expire once this project is completed.

The plans are briefly described as follows:

Deferred Compensation 401k Plan

The County offers a 401k Deferred Compensation Plan to all employees. Participation is voluntary. There is no County contribution. Employees can contribute the maximum allowed by the IRS. The 401k Committee serves as fiduciaries and trustees to the 401k plan. The committee consists of 5 trustees – two are appointed by virtue of their position (Bay County Finance Officer and Personnel Director) and three are appointed by the Bay County Executive.

The current Investment Plan Provider is Nationwide Retirement Solutions. There are 5 employers that are included in the County Plan. These include Bay County, Bay Medical Care Facility, Bay County Library System, Bay County Road Commission, and Bay County Department of Water and Sewer.

401k Defined Contribution Plan at 12/31/2017

Total Participants: 149

Total Plan Assets: \$8,934,924.79

Deferred Compensation 457(b) Plan

The County offers a 457(b) Deferred Compensation Plan to all employees. Participation is voluntary. There is no County contribution. Employees can contribute the maximum allowed by the IRS. The 457(b) Board are the fiduciaries and trustees to the 457(b) plan and this board is made up by the members of the Bay County Commissioners.

The current Investment Plan Provider is Nationwide Retirement Solutions. There are 3 employers that are included in the County Plan. These include Bay County, Bay Medical Care Facility, and Bay County Library System.

457(b) Deferred Compensation Plan at 12/31/2017

Total Participants: 506

Total Plan Assets: \$23,579,095.24

SCOPE OF SERVICES:

Bay County seeks Bids for investment consultant firm(s) to serve as an independent reviewer to provide research and due diligence for its Defined Contribution/Deferred Compensation plans' review and service provider search project, (including labor, equipment, materials and supplies). The successful individual and/or firm shall be required to provide all labor, equipment, materials, and supplies to accomplish the following work:

1. Review the current processes, policies, and procedures followed by the County and the contract Provider(s) in administering the current benefit plans.
2. Review the current plan documents, trust agreement, and vendor agreements.
3. Analyze the current Provider arrangement operationally and from a cost perspective.
4. Recommend periodic benefit reporting/monitoring methods, including recommended format and content with examples.
5. Provide recommendations to ensure that all interested parties are fulfilling their respective fiduciary responsibilities.
6. Review the Plan's investment policy including the soundness and effectiveness of the policy in terms of addition, removal and retention of the investment options in the Plans. Ensure well defined procedures in the policy are in place for the review, maintenance, and monitoring of investment funds.

AND after discussion with and at the discretion of the Boards either:

1. Work with the current Provider including, but not limited to:
 - a. Determine if investment options offered are optimum choices given the considerations for diversification, risk, and return.
 - b. Analyze investments and make recommendations for investment menus.
 - c. Verify all fees paid to Provider, including fees paid on Provider's proprietary and non-proprietary funds.
 - d. Identify additional revenue from fund fees and/or reduce expenses to participants.
 - e. Provide a cost analysis of the Plan's expenses to compare actual investment expenses to those offered by competitors.

- f. Assisting the Client in negotiating contractual terms with current Provider including expenses of Providers and offer alternative recommendations.

OR:

1. Draft an RFP for a Provider for the Defined Contribution/Deferred Compensation Plans and develop a list of “best in class” vendors/providers.
2. Lead the review, evaluation (including interviews of finalists), and recommendation of a provider(s).

REQUIREMENTS:

Interested vendors shall meet the following minimum requirements:

1. As of January 1, 2018, the primary consultant assigned to this account must have a minimum of seven (7) years’ experience providing investment consulting services to public and/or private defined contribution and/or deferred compensation plans.
2. The Consultant and/or Firm must agree to discuss all conflicts of interest, sources of revenue and affiliations, whether directly or indirectly received as a result of County accounts.
3. The Consultant and/or Firm must be a Registered Investment Advisor under the Investment Advisors Act of 1940 and acknowledge its responsibilities under Michigan Public Act 314 of 1965, as amended. They must agree to acknowledge they are compliant with the Investment Advisors Act of 1940 which requires all Investment Advisors registered with the Securities Exchange Commission to adopt of a Code of Ethics that sets forth standards of conducts and requires compliance with Federal Securities law.
4. The selected vendor will be required to maintain all documents, papers, account records and other evidence pertaining to work performed under any agreement with Bay County, and hold individual information confidential to the extent provided under law. This information and materials must be available at the office of the vendor at all reasonable times for the duration of the agreement and thereafter up to seven (7) years for audit or inspection by Bay County, State Auditor, or any other authorized individuals.
5. Cannot be a defined contribution/deferred compensation service provider or be associated with a DC service provider in any financial manner. Must strictly be a consultant.
6. Have provided similar investment consulting services to other public retirement systems of similar participant and plan asset size to Bay County.
7. Employ a professional team or department that’s dedicated to investment manager research and analysis.

CONTENTS OF BID SUBMISSION PACKET:

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. Provide a general description of the firm, including size, number of employees, breakdown by classification (consulting, management, clerical, etc.), other business or services, and other descriptive material.

2. Please submit biographical profiles on the individual(s) who will be assigned to our account. Where are they located? Who will attend review meetings? How many senior people have left your company in the last three years? How many support staff have left your company in the last three years? Be specific as to experience, performance measurement, manager search, investment policy consulting.
3. Describe the firm's history including the year it was first established, the year it began providing investment consulting services, and the year it began providing investment consulting services to tax-exempt clients and public entities.
4. List the current owners of the firm in descending order of percentage ownership. Attach a chart showing the current ownership structure including any parent, affiliated, and/or subsidiary company, and any business partners. Indicate if consulting personnel in the firm are employed by or perform work for any parents, affiliate, and/or subsidiary company or business partner.
5. Further describe your investment consulting line of business and explain how that line interrelates with other business functions carried out by the firm.
6. How many accounts/clients have you gained in the last 3 years? How many have left your company in the last three years and why?
7. Describe the ownership structure, including any significant changes within the organizational structure of the firm over the last five years. Are there any anticipated changes within your firm over the next 12-18 months such as mergers, acquisitions, spin-offs, or strategic alliances? If the answer is yes, please explain.
8. Explain the size, composition, and source of your performance measurement data base. What indices are used for relative comparisons? Were your software systems developed in-house or purchased from outside sources? If you do not maintain databases, whose do you use?
9. Please describe your quality assurance procedures.
10. Provide the name and assets under advisement of each Michigan public plan client for which the firm has provided full-retainer investment consulting services during the last five years.
11. Provide a breakdown of the type of clients such as public funds, corporations, foundations, etc., to whom the firm provides services.
12. Describe the various types of insurance and indemnification provided to protect clients of service(s) proposed, including (be sure to include carrier, amount of policy coverage, annual limits, and deductible):
 - a. Errors and omissions
 - b. Professional liability
 - c. Employee malfeasance and dishonesty
 - d. Fiduciary insurance
 - e. Property and casualty
 - f. Including auto used for business
 - g. General liability
 - h. Worker's compensation

The below are included at the back of this document please complete and include as part of your qualification submission:

13. Please include a minimum of three references; one of the referenced must be a past client.
14. Certification.
15. Proposer Warranties.

Please number your submission in the order listed above, failure to do so may be cause to reject the submission as "Unresponsive."

QUALIFICATIONS-BASED SELECTION (QuBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QuBS) Process. This fair and rational procedure facilitates the selection of professional services on the basis of qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QuBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QuBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QuBS.

The QuBS process to be used for this project involves a number of steps:

1. The Bay County Board of Commissioners identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive 100 points or more is prepared for further consideration with the top proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

QuBS COMMITTEE MEMBERS

The QuBS Committee for the Investment Consultant may include or their designee:

- Chairman of the Board of Commissioners or designee
- Board Analyst Robert Redmond
- Purchasing Agent Frances Moore
- Finance Officer Jan Histed
- Assistant Corporation Counsel Shawna Walraven
- Payroll and Benefits Supervisor Rebecca Marsters
- Two (2) members of the 401(k) Committee
- Two (2) members of the 457 Board

GENERAL INFORMATION

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Addendum signed by Frances Moore. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Addendum. All written, signed Addendum issued shall become part of the Agreement documents. Addendums will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked immediately to send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Bid.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Bid in response to this RFQU, Bidder agrees to be bound by this RFQu's terms and conditions. Bids may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Bid has been selected. However, if the Bidder withdraws after selection of its Bid but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Bid ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Bid would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Bid Submission.
4. **RFQu, BIDS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Bids by the County or even notification of Bid acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in Bids may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7TH Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFQ and any resultant contract, whether such service be by the Bidder individually or by any subcontractor or by anyone directly or indirectly employed Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate;

Professional liability coverage (error and omissions) with limits of liability of \$1,000,000 claim applicable to this retention.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The Bidder has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and

"It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. COST OF DEVELOPING BID SUBMISSION: The Respondent shall be responsible for all costs incurred in the development and submission of its Bid.
10. BID DELIVERY: To be considered, the Bid Submissions must be delivered with a sealed envelope containing the cost proposal and be clearly marked "**Investment Consultant Services for 401k Defined Contribution Plan and 457(b) Deferred Compensation Plan**" and contain eight (8) copies of that portion of the bid submission including all attachments. Only one copy of the cost proposal is required.

The County will not accept bid submissions sent by FAX machine or E-mail.

11. **NON-DISCRIMINATION:** In the performance of the Bid and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Bid or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. **BID OPENING:** There will be a public Bid opening immediately following the deadline to receive Bids in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the Bids read.
13. **BID REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all Bids, to waive any irregularities and to make the final determination as to the best low qualified Bid.
14. **BID AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County. If a bidder disagrees with this intent, the bidder may obtain from the Purchasing Office, a bid protest form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.
15. **CONTRACT:** The County's award of this Bid is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County. In submitting a Bid, bidder acknowledges that contents of this RFQU will become incorporated within any formal agreement. This RFQU does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified Bid, or reject all Bids. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Bid, however, neither the County's acceptance of any Bid nor award of any contract pursuant to this RFQU shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict of terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of this RFQU, and last, the Bidder's Bid Submission.
16. **QUESTIONS:** All questions about this RFQU must be directed **in writing, by September 7, 2018 via email**, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Under no circumstances will phone calls be accepted.

Responses to any inquires will be issued in one (1) Addendum no later than September 14, 2018 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the September 7, 2018 due date.

Correspondence or inquiries made directly to bidders regarding their Bids from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their Bids. Any information giving to a prospective bidder concerning the Request for Qualifications will be furnished to all prospective bidders as an amendment or addendum to the Request for Qualifications, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

17. DISPUTES: In the event a proponent disagrees with the recommendation of the Bay County Finance Officer concerning this award, the individual may obtain from the Purchasing Division a Bid Protest Form which may be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department, Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan, 48708-5128, (989) 895-4037, within ten (10) working days of the Notice of Bid action.

I. ADA ASSISTANCE

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as a signer for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Avenue
4rd Floor
Bay City, MI 48708-5128
Telephone (989) 895-4131
TDD (989) 895-4049

Frances Moore, Purchasing Agent
Finance Department, Purchasing Division
Bay County Building
515 Center Ave
7th Floor
Bay City, MI 48708-5128
Telephone: (989) 895-4037
FAX Number: (989) 895-4039
Email: Mooref@baycounty.net

**THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE
www.baycounty-mi.gov.**

MUNICIPAL/COUNTY REFERENCES

1	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		How long have you had this account?	

Service Provided:			

2	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		How long have you had this account?	

Service Provided:			

3	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		How long have you had this account?	

Service Provided:			

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

PROPOSER WARRANTIES

1. Proposer warrants that the firm and/or individual will be an agent for the County and will at all times act within the best interest of the County.
2. Proposer warrants that the firm and/or individual will make recommendations on the best value for the County and disclose all other quotes relating to the specific recommendation.
3. Proposer warrants that the firm and/or individual is willing to disclose compensation paid based on the County's business.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____