



MYRTLE BEACH AREA CHAMBER OF COMMERCE

Request for Proposal
Myrtle Beach Area Chamber of Commerce
401(k) Safe Harbor Plan
Financial Investment Advisor

Step One: *NDA Due by 5 p.m. EST on 6/12/19*

Step Two: *Proposals are due by 5 p.m. EST on 6/26/19*

Table of Contents

Background	3
Structure	3
RFP Overview	3
Term of Contract	4
RFP Administrator Contact information	4
Timeline	4
Response Guidelines	5
2019 Services & Project Details	5
Decision Making Criteria	8
Non-Disclosure Agreement	9
Service Provider Certification Form	12
Method of Selection	13
Award of Contract	13
Rejection of Proposals	13
Ownership of Materials	13
General Terms and Conditions	14

Background

The Myrtle Beach Area Chamber of Commerce (“MBACC”) is a South Carolina nonprofit corporation committed to promoting, protecting and improving the business community. The chamber serves Myrtle Beach, North Myrtle Beach, Surfside Beach, Little River, Atlantic Beach, Garden City Beach, Loris, Conway, Aynor, Murrells Inlet, Litchfield Beach, Pawleys Island, Socastee and Carolina Forest.

The MBACC works in the areas of advocacy, new business assistance, promotion of individual businesses, emergency communications, education & training, young professional development, leadership development, real estate promotion, business referrals, networking, as well as many community-oriented projects for the entire Grand Strand.

The organization, while serving the function of a chamber of commerce, also is the area’s officially recognized destination marketing organization through our Myrtle Beach Area Convention & Visitor’s Bureau, also known as Visit Myrtle Beach. Our mission is to market and promote the Myrtle Beach area as the premier beach destination in the United States for individuals, families, groups and business travelers.

Structure

MBACC is recognized as a nonprofit organization within the meaning of Section 501(c)6 of the Internal Revenue Code, as amended. The organization is over 80 years old and includes a main office, airport welcome center and mobile visitor center. MBACC has 37 full-time employees and a leadership team of eight. The organization has over 2,800 members, a 24-member board of directors and multiple committees and task forces, led by volunteers. The organization manages a multi-million-dollar budget which includes private investments and public money focused on tourism promotion efforts.

RFP Overview

Myrtle Beach Area Chamber of Commerce is the sponsor of the Myrtle Beach Area Chamber of Commerce 401k Safe Harbor Plan (“the Plan”), which is a qualified employee benefit plan intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended, the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and other applicable state and federal laws.

The Plan is a defined contribution plan started on July 1, 1998, and currently covers 48 employees (or former employees.) Current plan size is approximately \$4,400,000 and annual contributions should total approximately \$230,000. The purpose of the plan is to provide retirement income stability by providing eligible employees with a convenient way to save on a regular and long-term basis for retirement.

MBACC staff will oversee the RFP process, including making a decision on the service provider to be selected and presented to the MBACC Board of Directors for formal approval. A select group of area industry professionals and stakeholders will be consulted for input throughout the RFP process. MBACC shall be the “Client” or “Customer” on all services rendered pursuant to a final agreement between MBACC

and the prospective service provider. For purposes of the RFP, proposed vendors, bidders, service providers or offerors shall be known as “Service Providers.”

Term of Contract

The initial contract period will be for a term of up to one year (the “Initial Term”), unless sooner terminated in accordance with the contract. There is the possibility of two additional renewal years, which will be determined annually. **The awardee of the contract will assume the Financial Investment Advisor responsibilities on January 1, 2020.**

RFP Administrator Contact Information

Diana D. Greene, Chief of Administration
Myrtle Beach Area Chamber of Commerce
1200 North Oak Street
Myrtle Beach, SC 29577
Tel: (843) 916-7222
Diana.Greene@VisitMyrtleBeach.com

PLEASE DIRECT ANY AND ALL CORRESPONDENCE AND QUESTIONS TO:

Diann Heffelfinger, RFP Coordinator
Myrtle Beach Area Chamber of Commerce
1200 North Oak Street
Myrtle Beach, SC 29577
RFPCoordinator@VisitMyrtleBeach.com

Timeline

Task	Completion Date
RFP published	5/29/19
Submit signed NDA/Confidentiality Agreement	6/12/19
Proposals Due, Including Financial Proposal	6/26/19
Finalists are Notified	Week of 7/8/19
Finalists in-person presentations	7/22/19
Service Provider Selection Complete	7/24/19
Award Contract After BOD Approval	Week of 8/20/19

** Timeline subject to change.*

Response Guidelines

- A signed NDA in a form provided by MBACC must be submitted by Service Provider to MBACC on or before June 12, 2019, to participate.
- Written proposals must be submitted to MBACC on or before June 26, 2019, 5 p.m. EST for consideration. Late proposals cannot be accepted. Supporting materials such as USBs are welcome and should be referenced within the written presentation.
- Response must be dated and signed by a principal of the Service Provider or such person with full power and authority to execute the same. MBACC reserves the right to request proof of ownership of the Service Provider or authority of those persons submitting the response to the RFP.
- If requested by MBACC, the Service Provider must be available to present in-person to MBACC the week of July 22, 2019, during normal business hours.

Please note: We do not return RFP materials submitted.

Please submit 7 printed copies of your proposal (including 1 USB) to:

Diann Heffelfinger, RFP Coordinator
Myrtle Beach Area Chamber of Commerce

Mailing Address:

PO Box 2115
Myrtle Beach, SC 29578-2115

Hand Delivery Address:

1200 North Oak Street
Myrtle Beach, SC 29577

Please also submit one electronic version of your proposal sent via Dropbox or other file sharing means to:

RFPCoordinator@VisitMyrtleBeach.com

All proposals should be marked “Myrtle Beach Area Chamber of Commerce 401k Safe Harbor Financial Investment Advisor” on the envelope.

2019 Services & Project Details

This RFP is for the Financial Investment Advisor role.

The entities and/or individuals appointed for purposes of oversight of the Plan investment activities include:

- Plan Sponsor (Employer)
- Plan Administrator/Plan Trustee/Custodian (required and defined under ERISA)
- Plan Participants (Employees and/or Former Employees)

- **Financial Investment Advisor**
- Regulators

Duties of the oversight entities and/or individuals include:

- **Plan Sponsor (Employer)**
 - Establishes the plan and offers it to its employees.
 - Names a fiduciary or plan administrator.
 - Ensures the plan complies with all laws and regulations.
 - Submits timely remittance of employee and employer contributions.
 - Reports plan contributions through employees' W-2 Forms
- **Plan Administrator/Plan Trustee/Custodian (required and defined under ERISA)**
 - Ensures the plan is administered in accordance with plan documents.
 - Executes or oversees day-to-day activities of the plan.
 - Serves as the plan record keeper.
 - Monitors plan strategy (investment and otherwise).
 - Prepares and issues Form 1099-R to participants as necessary.
 - Prepares annual participant census.
 - Performs year-end compliance testing.
 - Prepares, signs and submits annual Form 5500 to the IRS.
 - Obtains necessary fidelity bonding, if required.
 - Safeguards assets of the plan and plan participants.
 - Value the holdings.
 - Collect all income and dividends owed to the plan.
 - Settle all transactions (buy-sell orders).
 - Allocates earnings and losses to participants appropriately.
 - Provide monthly reports that detail transactions, cash flows, securities held and their current value, and changes to the value of each security and the overall plan since the previous report.
 - Maintains separate accounts by legal registration.
 - Certifies balances of plan assets (if applicable).
- **Plan Participants (Employees and/or Former Employees)**
 - Provide the administrator/plan sponsor with their personnel information and timely updates to this information.
 - Reviews their plan statements.
 - Selects from among available investment options.
- **Financial Investment Advisor**
 - **Serves as an objective, third-party professional retained to assist the Plan sponsor and Finance Review Committee in managing the overall investment process.**
 - **Provides investment consultation and recommends asset diversification and investment strategy.**
 - **Prepares and maintains an investment policy statement.**
 - **Responsible for guiding the Plan sponsor and Finance Review Committee through a disciplined and rigorous investment process to enable the Plan sponsor and Finance Review Committee to meet the fiduciary responsibilities outlined above.**
 - **Control and account for all investment, recordkeeping and administrative expenses associated with the plan.**
 - **Monitor and supervise all service vendors and investment options.**
 - **Avoid prohibited transactions and conflict of interest.**

- **Regulators**

- Department of Labor (DOL): Regulates the plan sponsor's fiduciary responsibilities and enforces plan-prohibited transactions as defined by the Employee Retirement Income Security Act (ERISA).
- IRS: Regulates plan participation, vesting and funding, as defined by ERISA.
- IRS: Grants acceptability of the plan under the internal revenue.

Objective:

The primary objectives of the Plan are to:

- Have the ability to pay all benefit and expense obligations when due.
- Control costs of administering the plan and managing the investments.
- Refrain from giving what could be construed as investment advice.
- Follow general "safe harbor" rules:
 - Use prudent experts (registered investment advisor (including mutual funds), bank, or insurance company) to make the investment decisions;
 - Demonstrate that the prudent expert was selected by following a due diligence process;
 - Give the prudent expert discretion over the assets;
 - Have the prudent expert acknowledge their co-fiduciary status (mutual funds are exempt from this requirement – the prospectus is deemed to serve as the fund's fiduciary acknowledgement);
 - Monitor the activities of the prudent expert to ensure that the expert is performing the agreed upon tasks.
- Follow additional ERISA 404(c) "Safe Harbor" requirements:
 - Notify plan participants that the plan sponsor intends to constitute a 404(c) plan;
 - Provide participants at least three investment options that have a different risk/return profile;
 - Provide participants with sufficient information so the participant can make an informed decision about his or her selection of investment option(s);
 - Permit participants to change their investment strategy/allocation with a frequency that is appropriate in light of market volatility.
- Provide a qualified default investment alternative, defined as one of the following:
 - Age-based lifecycle or targeted retirement date funds or accounts;
 - Risk-based, balanced funds;
 - An investment management service.

Considerations:

The Plan's investment program will be constructed to achieve the following objectives:

- Provide the opportunity to maximize returns given a prudent level of risk.
- Provide funds with returns within categories that are comparable to and competitive with similar investment options.
- Negotiate and control administrative, investment and other Plan-related costs and fees.

The Plan has made an affirmative decision to use investment products and services offered by or through the named Plan Trustee. Investments available through the provider may be determined by the provider based upon issues of the Plan size, service requirements, expense reimbursement and other business management issues.

Geography

There are no geographic restrictions upon the location of Service Providers allowed to submit responses; provided, however, all Service Providers must demonstrate their ability, recommended plan and commitment to provide the requested services to MBACC, regardless of location.

At a minimum, this proposal must include the following:

A. Service Provider's Company Information

- Name and address of main office and any branch offices and the years each were established.
- The proposed office that will handle the account with MBACC.
- Primary proposed team to manage the account with MBACC, including responsibilities and contact information for each member of the proposed team.
- Management or key personnel bios.
- Brief summary of company background/history.
- Number of and locations of employees.
- Any current or pending litigation brought against the Service Provider by its clients within the past five years.
- Key resources applicable to the project described in this RFP; i.e. work completed in-house versus out-sourced.
- List of Service Provider's current clients using the proposed services and past clients for the previous three years.
- References from three of Service Provider's current clients.
- Relevant awards/accolades and special certifications.
- List similar work done for other clients, especially those like MBACC; share case study if appropriate.

Decision Making Criteria

The following criteria will be used as a guide by the MBACC Staff when evaluating proposals:

Include a fee summary outlining total cost of the plan, including but not limited to, investment advisor fees, Third Party Administrator expenses, initial startup fees, expense ratios for investments in the proposed plan, and any other fees associated with the initial conversion and ongoing maintenance of the plan.

Understood and provided all items requested in RFP - with appropriate level of detail	15
Current chamber member investor	5
Staff experience - demonstrated experience of key personnel in projects of similar scope and nature	15
Cost competitiveness - is best option for MBACC based on overall value-cost proposition	25
Innovative ideas to improve employee education and participation in the Plan	20
Implementation approach and methodology, including project timing, staff training, partner business training and transition (if applicable)	20
Total	100



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**"), dated as of () ("**Effective Date**"), is between Myrtle Beach Area Chamber of Commerce, a South Carolina limited liability corporation ("**Disclosing Party**"), and [], ("**Recipient**").

1. In connection with Recipient's (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers, attorneys, accountants[and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements/confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with Disclosing Party to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

2. "**Confidential Information**" means all non-public, proprietary or confidential information of Disclosing Party/relating to Disclosing Party's, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

3. If Recipient or any of its Representatives is required by a valid legal order or subpoena to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

7. The rights and obligations of the parties under this Agreement expire 7 years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of South Carolina, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Horry County, South Carolina. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section).

11. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

12. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Name of Recipient]

Myrtle Beach Area Chamber of Commerce

By _____

By _____

Name:

Name: Diana D. Greene

Title:

Title: Chief of Administration



Service Provider Certification Form

(Service Provider must sign and return with proposal.)

Insert Name of Service Provider

The undersigned, fully familiarized with the information contained within this RFP, submits the attached information. I certify that this information is true, complete and correct to the best of my knowledge and that I am authorized to submit this information on behalf of the company.

Authorized Signature

Date

Title

Print/Type Name

Print/Type Company Name

Telephone Number

Method of Selection

Following receipt of written proposals from Service Providers, the MBACC Staff may thereafter select those Service Providers that qualify as finalists. Finalists will be asked to travel to Myrtle Beach, SC at their own expense to make a presentation in-person to MBACC. Specific information about the presentation will be shared with the finalists at the time of their notification. Final section of the winning Service Provider shall be based on a combination of the written proposals and in-person presentations.

Award of Contract

Selection shall be made of one or more Service Providers (as applicable) that are deemed to be fully qualified, and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price and the Service Provider's ability to successfully perform all contract requirements (inclusive of meeting the criteria set forth in the RFP). Price structure shall be considered but will not be the sole determining factor. MBACC, upon formal approval by the MBACC Board of Directors, shall select the Service Provider which, in its opinion, has made the best proposal and is most advantageous to MBACC, and award the contract to that Service Provider. MBACC will not furnish a statement of the reason why a particular proposal by a Service Provider was not deemed to be the most advantageous to MBACC. At any time during the RFP process, including during any negotiations or discussions with a Service Provider, MBACC may terminate such negotiations or discussions at any time and resume the RFP process or issue a new RFP. The reason for such termination shall be made part of the file. The award document shall be a signed contract incorporating by reference all the requirements set forth herein, the General Terms and Conditions of the RFP, as set forth below, and the Service Provider's proposal.

Rejection of Proposals

MBACC reserves the right to reject any or all proposals received and the right to choose different Service Providers to execute certain parts of the RFP. Non-acceptance of a proposal means that one or more other Service Providers were deemed more advantageous to MBACC or that all proposals were rejected.

Ownership of Materials

All proposals become the property of the MBACC upon receipt. Selection or rejection of the proposal will not affect this right. MBACC shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to the RFP. Disqualification of a proposal does not eliminate this right.

General Terms and Conditions

1. **RECEIPT AND OPENING OF PROPOSALS** - It is the responsibility of the Service Provider to assure that the proposals are delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered.

2. **IDENTIFICATION OF A PROPOSAL ENVELOPE/PACKAGE** - A special envelope is NOT furnished; therefore, the signed proposals should be returned in an envelope or package sealed and identified as a sealed proposal and addressed as directed on page 5 of the RFP.

3. **APPLICABLE LAWS AND COURTS** – The RFP and any resulting contract shall be governed in all respects by the laws of the state of South Carolina and any litigation with respect thereto shall only be brought in the courts of the state of South Carolina. The Service Provider shall comply with applicable federal, state and local laws and regulations.

4. **ANTI-DISCRIMINATION/SOUTH CAROLINA FAIR EMPLOYMENT ACTS** – By submitting their proposals, all Service Providers certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the South Carolina Human Affairs Law, as amended, where applicable.

A.) During the performance of the contract, the Service Provider agrees as follows:

i.) The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, all notices required by law, including those setting forth the provisions of this nondiscrimination clause.

ii.) The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.

iii.) All notices, advertisements and solicitations shall be placed in accordance with federal law, rule or regulation.

B.) The Service Provider will include a nondiscrimination provision consistent with the provisions of subparagraph A above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5. Ethics in Public Contracts

By submitting their proposals, all Service Providers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Service Provider, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any MBACC employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. Immigration Reform and Control Act of 1986

By submitting their proposals, Service Providers certify that they do not and will not, during the performance of the contract employ individuals not authorized to work in the United States or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. Obligation of Service Provider

By submitting a proposal, the Service Provider covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

8. Clarification of Terms

If any prospective Service Provider has questions about the specifications or other solicitation documents, the prospective Service Provider should contact the MBACC Staff. Any revisions to the RFP will be made only by addendum to the RFP issued by the MBACC Staff.