

REQUEST FOR PROPOSALS

RFP NO: 23-991700

SEND PROPOSALS TO:

DATE ISSUED: February 7, 2023
Library Foundation for the Benefit of
St. Louis Public Library

Assistant Business Manager Board of
Directors of the City of St Louis
Municipal Library District DBA
St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103
Or bids@slpl.org

PROPOSAL DUE DATE: March 21, 2023 by 2:00 p.m. (CST)

ASSISTANT BUSINESS MANAGER: Rita Kirkland

EMAIL ADDRESS: rkirkland@slpl.org

**THE ST. LOUIS PUBLIC LIBRARY FOUNDATION OF ST LOUIS MUNICIPAL
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 23-991700 INVESTMENT ADVISORY SERVICES**

This Proposal is subject to all the terms and conditions of this Request for Proposals and any Proposer representations, as well as accompanying specifications. The signature of the Proposer indicates that Proposer understands these documents and will comply with them.

Name, Address, and Contact Information of Authorized Representative of Proposer

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Proposer Signature: _____

Proposer is: ____ Individual ____ Corporation ____ Partnership ____ LLC ____ Other

Describe _____

THE ST. LOUIS PUBLIC LIBRARY FOUNDATION OF ST LOUIS MUNICIPAL
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 23-991700 INVESTMENT ADVISORY SERVICES

REQUEST FOR PROPOSALS (S) SCHEDULE

RFP Issued	February 7, 2023
Public Notification of RFP	February 7, 2023
Questions from Proposer due to St. Louis Public Library Foundation	March 14, 2023 @ 2:00 p.m. (CST)
RFP Due Date	March 21, 2023 @ 2:00 p.m. (CST)

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TABLE OF CONTENTS

COVER SHEET	1
SCHEDULE	2
TABLE OF CONTENTS	3
PROPOSER'S SUBMITTAL CHECKLIST	4
REQUEST FOR PROPOSALS (RFP)	5
SECTION 1 – BACKGROUND AND GENERAL INFORMATION	6
SECTION 2 – REQUIREMENTS	7
SECTION 3 – SCOPE OF WORK	13
SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS	18
SECTION 5 – EVALUTION CRITERIA	21
SECTION 6 – CONTRACT REQUIREMENTS	22
EXHIBIT A – SAMPLE CONTRACT	23
EXHIBIT B - COST PROPOSAL	29
EXHIBIT C - NON-COLLUSION AFFIDAVIT	30
EXHIBIT D – E-VERIFY AFFIDAVIT	31
EXHIBIT E DIVERISTY STATEMENT OF THE BOARD OF THE ST. LOUIS PUBLIC LIBRARY	32
EXHIBIT F - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	34
EXHIBIT G - REFERENCES	35
EXHIBIT H - EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION	37
EXHIBIT I – INVESTMENT POLICY	38

THE ST. LOUIS PUBLIC LIBRARY FOUNDATION OF ST LOUIS MUNICIPAL
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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to deliver or email the Proposal by the indicated deadline. The St. Louis Public Library Foundation is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted.

If the proposer obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the proposer to check for any addendums. Failure to include any signed addenda could result in the disqualification of your proposal response.

All electronic proposals must be received in a non-editable PDF format and must use Library provided forms, if applicable, without unauthorized alterations.

The following should be received to be considered responsive:

- ☐ Experience, Qualifications, and Project Team
- ☐ Firm Strength and Stability
- ☐ Comprehensiveness of Services
- ☐ Cost Proposal (Exhibit B), (submitted as a separate pdf)
- ☐ Non-Collusion Affidavit (Exhibit C)
- ☐ E-Verify Affidavit (Exhibit D)
- ☐ Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit F)
- ☐ References (Exhibit G)
- ☐ Employee Background Check Program Certification (Exhibit H)
- ☐ Signed Addenda (if applicable)

THE ST. LOUIS PUBLIC LIBRARY FOUNDATION OF ST LOUIS
MUNICIPAL DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 23-991700 INVESTMENT ADVISORY SERVICES

Request for Proposals (RFP)

Proposals Due by 2:00 p.m. (Central Time), Thursday, March 21, 2023

Notice is hereby given that the St. Louis Public Library Foundation is requesting proposals for investment advisory services. The St. Louis Public Library Foundation desires to enter into a professional services agreement with a qualified firm, demonstrating competency and experience in providing investment advisory services, for five years, commencing April 1, 2023, with an option to extend the contract for two additional, two-year terms.

The scope of work for the requested services includes the following:

- Full-time, Fiduciary management of the investment portfolio under advisement.
- Comply with all Federal, State of Missouri, Local laws and ordinances, resolutions, and the St. Louis Public Library Foundation policies.
- Assist in developing and implementing investment strategies and policies to maintain or enhance portfolio quality and performance within the parameters of the St. Louis Public Library Foundation's established investment policy statement and cash flow requirements, considering preservation of principal.
- Assure coordination of investment trades, security delivery, fund availability, trade settlement assistance, market research and yield curve analysis.
- Perform due diligence reviews of money managers including credit worthiness.
- Report investment portfolio activity and performance, including earnings and accounting methodology, following GAAP and GASB true-value reporting.

The request for proposals can be downloaded from the St. Louis Public Library's website at <https://www.slpl.org/>. The Library will post all addenda on the Library's website. Prospective proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP please contact Rita Kirkland, Assistant Business Manager, at 314-539-0313, or rkirkland@slpl.org.

Proposal responses must be submitted no later than 2:00 p.m., (Central Standard Time), Thursday, March 21, 2023. If submittal is emailed, the email subject line should include the project name "Investment Advisory Services".

The St. Louis Public Library Foundation may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the St. Louis Public Library Foundation and at no cost to the St. Louis Public Library Foundation.

SECTION 1 – BACKGROUND AND GENERAL INFORMATION

1.1 BACKGROUND

- Mission and General Description of Organization
- The mission of the St. Louis Public Library Foundation (SLPLF) is to support the St. Louis Public Library's programs and services through fundraising, advocacy, and to build relationships with others who share a passion for the Library's work. The St. Louis Public Library Foundation was organized/founded in 1989 and is charged with increasing private sector support for the growing needs of St. Louis Public Library.
- The mission of the St. Louis Public Library (SLPL) is to provide learning resources and information services that support and improve individual, family, and community life. St. Louis Public Library (SLPL) provides free library services, programs, and resources for people of all ages in the City of St. Louis area.
- For more information, visit the website at <https://www.slpl.org/slpl-foundation/>.

1.2 GENERAL INFORMATION

The total net worth of the investment accounts is \$7.6 M as of January 2023.

The St. Louis Public Library Foundation has three (3) accounts:

- **UNRESTRICTED ACCOUNT** – (\$5.18 M) Donations that may be used for any purpose in keeping with the mission and objectives of the St. Louis Public Library.
- **RESTRICTED ACCOUNT** – (\$1.74 M) Donations earmarked for limited and specific purposes. The restricted account is comprised of three funds:
 1. Kyle Fund Purchase of Books (Adults and Children)
 2. Dagen Fund – Promotion of Intergroup Cooperation
 3. Pride of STL Redevelopment Fund – Maintenance of Central Library's Pollinator Garden
- **DEVELOPMENT FUND** – (\$710 K) Donations received by the St. Louis Public Library and transferred to the St. Louis Library Foundation
 1. Bascom Fund – Purchase of Materials about the American West held in Central Library
 2. Coffin Fund – Encourage the Study of Statistics and Psychology

1.3 PORTFOLIO ALLOCATIONS AS LISTED IN THE INVESTMENT POLICY (EXHIBIT I):

- | | |
|----------------------------|----------------------------|
| • Equity A | 50% – 70% |
| • Fixed Income Investments | 30% - 50% |
| • Alternative Investments | Up to 10% in the aggregate |
| • Money Market | 1% - 10% |

SECTION 2 - REQUIREMENTS

2.1 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by proposers will be public record and subject to disclosure pursuant to the Missouri Sunshine Act, except such portions of the proposals for which proposer requests exception from disclosure consistent with Missouri law. All requests will be in writing, noting specifically which portion of the proposal the proposer requests exception from disclosure. Proposer must not copyright, or cause to be copyrighted, any portion of any said document submitted to the St. Louis Public Library Foundation as a result of this RFP. Proposer should not mark the whole proposal document "confidential". If a proposal contains any information that is considered a trade secret, proposers must mark each sheet of such information.

2.2 CANCELLATION

The right is reserved by the St. Louis Public Library Foundation to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interest of the St. Louis Public Library Foundation and to waive any irregularity or informality with respect to any Proposal. St. Louis Public Library Foundation reserves the right to split awards, make multiple awards and to reject all Proposals.

2.3 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Proposals must be submitted by the time designated in the RFP Schedule. Any proposals submitted after the designated closing time will be considered late and determined nonresponsive. A proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time is late. The St. Louis Public Library Foundation will not consider late proposals, late requests for modifications, or late withdrawals.

2.4 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this RFP, the proposer certifies:

1. That each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no officer, employee, or person, whose salary is payable in whole or in part by the St. Louis Public Library Foundation, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
2. The proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer must accept the contract documents thereto unless substantive changes are made in same contract without the approval of the proposer.

3. The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
4. The proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
5. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The proposer will comply fully with the scope of services for the agreed contract.
7. The proposer can meet any and all registration and certification requirements as set forth and required in the Missouri Revised Statutes and this RFP.

2.5 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

1. Proposers must promptly notify the Library Foundation of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation documents.
2. Proposers requiring clarification or interpretation of the Documents must make a written request for same to Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org or at the following address: **St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103, ATTN: Rita Kirkland.** The St. Louis Public Library Foundation will make interpretations, corrections, or changes of the proposal documents in writing by published addenda. Interpretations, corrections, or changes of the proposal documents made in any other manner will not be binding, and proposers must not rely upon such interpretations, corrections, and changes.
3. Should any doubt or difference of opinion arise between the St. Louis Public Library Foundation and a proposer as to the services to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the Library Foundation will be final and binding upon all parties.
4. To the maximum extent allowed by law, the St. Louis Public Library Foundation may waive proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.6 COMPETITION

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

2.7 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and emailed to Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org or at the following address St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103, ATTN: Rita Kirkland no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and protests will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit

competition. Such submittals will be reviewed upon receipt and will be answered in writing.

A prospective proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.8 COST OF RFP AND ASSOCIATED RESPONSES

This RFP does not commit the St. Louis Public Library Foundation to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers must not include any such expenses as part of their proposals.

2.9 ST. LOUIS PUBLIC LIBRARY FOUNDATION TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The St. Louis Public Library Foundation reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is nonresponsive and consequent rejection of the proposal.
2. The St. Louis Public Library Foundation may obtain information from any legal source for clarification of any proposal or for information on any proposer. The St. Louis Public Library Foundation need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received. St. Louis Public Library Foundation may perform, at its sole option, investigations of the responsible proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. The St. Louis Public Library Foundation reserves the right to investigate references including customers other than those listed in the proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the St. Louis Public Library Foundation.
3. The St. Louis Public Library Foundation reserves the right to request revisions of proposals after the submission of proposals and before award.
4. The St. Louis Public Library Foundation reserves the right to negotiate revisions to the final contract, as well as price, with the successful proposer.

5. The St. Louis Public Library Foundation reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.10 REJECTION OF PROPOSALS

The St. Louis Public Library Foundation reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the proposer to adhere to one or more of the provisions established in this RFP.
2. Failure of the proposer to submit a proposal in the format specified herein.
3. Failure of the proposer to submit a proposal within the time requirements established herein.
4. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The St. Louis Public Library Foundation may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding of the St. Louis Public Library Foundation that it is in the St. Louis Public Library Foundation interest to do so.

2.11 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A proposal may not be modified, withdrawn, or canceled by the proposer for 120 calendar days following the time and date designated for the receipt of proposals.
2. Proposals submitted early may be modified or withdrawn only by email to the Assistant Business Manager prior to the time designated for receipt of proposals. All such communications will be so worded as not to reveal the amount of the original proposal or any other material contents of the original proposal.
3. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with the proposal submittal instructions.

2.12 PROPOSAL OWNERSHIP

1. All proposals submitted become and remain the property of the St. Louis Public Library Foundation and, as such, are considered public information and subject to public disclosure within the context of the Federal Freedom of Information Act (FOIA)

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the St. Louis Public Library Foundation will make available to any person requesting information through the processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so after the Notice of Intent to Award has been released.

2.13 DURATION OF PROPOSAL

Proposal prices, terms and conditions will be firm for a period of at least 120 days from the deadline for receipt of submittal. The successful proposal will not be subject to future price escalation or changes of terms if accepted during the 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.14 AFFIRMATIVE ACTION

By submitting a proposal, the proposer must agree to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Missouri Revised Statutes; and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the St. Louis Public Library Foundation.

2.15 SUBCONSULTANTS

In all solicitations either by competitive bidding, proposals, or negotiations made by the successful proposer for work to be performed under a sub consultant, including procurement of materials or leases of equipment, each potential supplier will be notified by the successful proposer of the proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

2.16 IDENTICAL PROPOSALS

If the St. Louis Public Library Foundation determines that one or more proposals are identical, tiebreaker preference for identical offers are awarded in the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Missouri, and 2) Drawing of lots among the identical offers. The St. Louis Public Library Foundation will provide the proposers who submitted the identical proposals notice of the date, time, and location of the drawing of lots and an opportunity for the proposers to be present when the lots are drawn.

2.17 COMPLIANCE WITH STATE OF MISSOURI LAW

By submitting a response to this solicitation, proposer agrees that any terms and conditions stated within any agreement awarded as a result of this solicitation will include the laws of the State of Missouri and are hereby incorporated by reference into the agreement.

2.18 NOTIFICATION OF INTENT TO AWARD

Responsive proposers to this RFP will be notified of the Selection Review Committee's recommendation and the St. Louis Public Library Foundation's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the proposer or their designee if an email has not been provided.

2.19 PROTEST OF AWARD

An aggrieved proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The proposer must be adversely affected because the proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The St. Louis Public Library Foundation has failed to conduct the

evaluation of proposals in accordance with the criteria or processes described in the solicitation document; (4) The St. Louis Public Library Foundation has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The St. Louis Public Library Foundation's evaluation of the proposals or the subsequent determination of award is otherwise in violation of the St. Louis Public Library Foundation Purchasing Policies.

Written protests must be delivered in writing to the Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org no later than forty-eight hours after award. The written protest must specify the grounds for protest to be considered by the St. Louis Public Library Foundation pursuant to St. Louis Public Library's policies. The St. Louis Public Library Foundation will not consider a protest to the contract award submitted after the above timeline.

2.20 OBLIGATION TO AWARD

The St. Louis Public Library Foundation's obligation to award this RFP is contingent upon appropriation or approval of funds.

2.21 AGREEMENT

The successful proposer will be required to sign an agreement to deliver to the St. Louis Public Library Foundation at the cost proposed to provide the scope of services and conditions set forth herein, and an agreed upon statement of work, if applicable. It is the St. Louis Public Library Foundation's intent to award an agreement in substantially the form of the sample agreement attached to this RFP document.

2.22 NOTICE TO PROCEED

Work under the Agreement may not begin until the Notice to Proceed has been issued. The St. Louis Public Library Foundation will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

2.23 ST. LOUIS PUBLIC LIBRARY FOUNDATION REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The St. Louis Public Library Foundation representative or designee will have full authority to act on behalf of the St. Louis Public Library Foundation with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee will also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Elizabeth Reeves, Director of Foundation; phone: 314-340-2403; email: ereeves@slpl.org.

The St. Louis Public Library Foundation's representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the Investment consultant of his/her obligation to perform acceptable work in conformance with these contract documents.

SECTION 3 - SCOPE OF WORK

3.1 PROJECT INFORMATION

The St. Louis Public Library Foundation is looking for an Investment Consultant to assist with the management and performance of the St. Louis Public Library Foundation's portfolio by providing discretionary management of the portfolio. Discretionary management requires that the St. Louis Public Library Foundation maintain control of investments by requiring the advisor to conduct all investment transactions in accordance with the St. Louis Public Library Foundation's Investment Policy, Exhibit I.

The St. Louis Public Library Foundation is extending an invitation to Investment Consultants to submit proposals to provide investment advisory services to the St. Louis Public Library Foundation.

3.2 CONTRACT TERM

The contract term for investment advisory services is five years, commencing April 1, 2023, with an option to extend the contract for two additional, two-year terms. If the St. Louis Public Library Foundation elects to renew the contract, a written notice will be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement.

3.3 INDEPENDENT CONTRACTOR

The Investment consultant must provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Investment consultant, in performing the services specified in this contract shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Investment Consultant is not considered an agent or employee of the St. Louis Public Library Foundation and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the St. Louis Public Library Foundation provides its employees.

3.4 QUALIFICATIONS

Investment Consultant qualifications include:

1. Have at minimum of ten-years' experience, five of which are within the state of Missouri, providing all referenced services required within the RFP scope of work. Be registered with the Securities and Exchange Commission (SEC).
2. Demonstrate the ability to provide the services required in this RFP and a proven history of providing such service for Foundations & Non-Profits.
3. Have a record of satisfactory services and ethical conduct. The St. Louis Public Library Foundation will verify this requirement with the licensing authority, the proposer's clients and references, and as many other references as may be deemed appropriate.

3.5 SCOPE OF SERVICES

1. Provide full-time, fiduciary management of the investment portfolio under advisement. The St. Louis Public Library Foundation's portfolio is presently estimated at approximately \$7.6 M as of January 2023.
2. Comply with all Federal, State of Missouri & Local laws and ordinances, resolutions, and policies of the St. Louis Public Library Foundation.
3. Help develop and implement investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the St. Louis Public Library Foundation's established policies and cash flow needs, taking into consideration the St. Louis Public Library Foundation's primary objective of preservation of principal. The St. Louis Public Library Foundation's current Investment Policy is provided as Exhibit I.
4. Work with St. Louis Public Library Foundation Finance Committee to assure coordination of investment trades, delivery of the securities, and availability of funds. Assist with trade settlements. Obtain and document competitive prices for securities transactions. Provide technical and fundamental market research, including yield curve analysis.
5. Perform due diligence reviews of current and proposed money managers and financial institutions; monitor the credit worthiness of the investments with which the St. Louis Public Library Foundation does business; assist in keeping the authorized money managers list updated; and monitor the creditworthiness of the St. Louis Public Library Foundation's investments in the portfolio.
6. Monitor transfers from and to the St. Louis Public Library Foundation Investment Pool at minimum cost.
7. Provide detailed reports of investment portfolio activity, performance and evaluation on a monthly, quarterly, and annual basis. Include earnings and accounting methodology. Reports shall follow Generally Accepted Accounting Principles (GAAP).
8. Provide St. Louis Public Library Foundation staff with ongoing training and technical advice, as needed.
9. Meet with and provide information to St. Louis Public Library Foundation Board, a minimum of once a year, and be available to provide additional information, if needed. Meet periodically with the Finance Committee to review and refine portfolio strategy and performance, up to three – four meetings a year.

3.6 COMMUNICATION

Proposer must have the communication skill and ability to provide the St. Louis Public Library Foundation with effective, professional advice, and:

1. Be available in person, telephone, virtual meeting, or email, for consultation or advice.
2. Follow established St. Louis Public Library Foundation policies and procedures whenever providing consultation or advice to St. Louis Public Library Foundation representative(s) and implement revisions to procedures where needed.
3. Be familiar with State, Federal and Local laws relating to the St. Louis Public Library Foundation.
4. Provide periodic status reports on the services provided.
5. Provide itemized quarterly invoices of charges. If invoices are deducted from account, please detail frequency.
6. Advise and participate in meetings, including potential meetings held outside of normal business hours, i.e., work sessions and meetings.
7. Allow internet access to designated SLPLF representations to access accounts and reports.

3.7 RESPONSIBILITIES

Responsibility of the Investment Consultant – It is understood and agreed that the services the Investment consultant will be required to perform under this contract must be rendered directly by or under close personal supervision by the Investment consultant, and that the work will be faithfully performed with care and diligence. The Investment consultant will return all calls or other communications from the St. Louis Public Library Foundation within a reasonable time. If it is not possible for the contacted party to respond, the Investment consultant will plan for a designated member of the Investment consultant team to respond to the contact.

Responsibility of the St. Louis Public Library Foundation – The St. Louis Public Library Foundation will provide the Investment consultant with a list of designated employees who are authorized to contact the Investment consultant. The St. Louis Public Library Foundation will also provide a point of contact for all service and billing issues.

Joint Responsibility – If additional services, supplemental to those included herein, are required, both the St. Louis Public Library Foundation and the Investment consultant have the responsibility to identify those services, include them as an amendment to the contract, and determine fair compensation for additional services.

3.8 EXPERIENCE AND EXPERTISE

Proposer must meet or exceed the following criteria.

1. Advisors must be a registered investment advisor as defined and regulated by the SEC and registered in the state of Missouri.
2. Investment service providers may include qualified banks that provide investment advisory services.
3. Advisors must have a minimum of ten-years of experience in managing not for profit funds.
4. Advisors must be knowledgeable of Missouri investment statutes and become knowledgeable of the St. Louis Public Library Foundation's Investment Policy, Exhibit I.
5. Advisors are preferred to have a minimum of \$1 billion dollars in assets under ongoing management.
6. Advisors must have experience in providing investment advisory services for other institutions, preferably foundations and non-profits.

3.9 KEY PERSONNEL

1. Proposer will provide a principal or partner-level individual to be the first point of contact for all service and billing issues.
2. The proposer must acknowledge and agree that if selected, the proposer is entering into this contract because of the special qualifications of the proposer's key personnel. In this contract, the St. Louis Public Library Foundation is engaging the expertise, experience, judgment, and personal attention of key personnel. The proposer should not reassign or transfer the key personnel to other duties or positions without notifying the St. Louis Public Library Foundation.
3. Proposer will recommend key personnel for other services related to the project if the St. Louis Public Library Foundation so requests. The St. Louis Public Library Foundation reserves the right of approval of any key personnel and to select other service providers.
4. Concerning the way services are provided, the St. Louis Public Library Foundation expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.
5. If it is necessary to associate with other firms regarding any matter, the proposer must obtain prior approval from the St. Louis Public Library Foundation designated representative. The proposer must inform associated service providers of the procedure set forth herein.

3.10 ADMINISTRATIVE SERVICES

1. Each expense and/or disbursement must be specifically identified on the invoice.
2. Billing should be aligned with the proposed discretionary Cost Proposal indicated on Exhibit B. For budgetary purposes, the St. Louis Public Library Foundation's preference is a flat fee methodology.

3.11 INCREASE OR DECREASE IN SERVICES

The St. Louis Public Library Foundation shall have the option to increase or decrease services and may request Investment consultant to provide additional work and perform special projects for the St. Louis Public Library Foundation. All change orders to the contract will be negotiated and clarified in the form of an amendment to the contract and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price as a result of the increase or decrease in the scope of work. The amendment shall be executed by both parties. Special projects will be billed separately to the St. Louis Public Library Foundation.

3.12 PROJECT MANAGEMENT

The St. Louis Public Library Foundation anticipates regular communication and coordination with staff to discuss situations and evaluate processes, security needs, issues, public concerns, and adjustments that may be necessary. The St. Louis Public Library Foundation reserves the right to request additional written status reports, if needed, should a situation arise that warrants written documentation to support an issue, or public concern.

SECTION 4 - PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to bids@slpl.org, by Thursday, March 21, 2023, no later than 2:00 p.m., Central Standard Time. The email subject line must include the project name "Investment Advisory Services". Considering both entities servers, routers and firewalls, Proposal Responses must be received into the St. Louis Public Library's email repository system by the date and time required. Proposals that are not received by the closing time in the Procurement email repository will be considered late and not opened.

Each proposal must include, at a minimum, the items listed in Section 4, Scope of Work. The proposal must contain the mandatory submittal content requirements requested below. Proposals not including this information may be considered nonresponsive and will not be evaluated. A completeness check will be conducted for each proposal.

4.2 PROPOSAL FORMAT

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. The Cost Proposal should be included and submitted as a separate PDF. The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. The St. Louis Public Library Foundation reserves the right to reject proposals that are deemed illegible or too difficult to read.

4.3 PROPOSER REPRESENTATIONS

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits and bonds, if applicable and required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the RFP.

4.4 JOINT PROPOSALS

If proposer is a partnership or joint venture, information must be provided for each partner or joint venture, and each partner or joint venture must sign the proposal and any contracts on behalf of both itself and the proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the proposal setting forth the business and service delivery agreements between the parties.

4.5 PROPOSAL REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the St. Louis Public Library Foundation, may disqualify the proposer. Each proposer must provide the following in addition to meeting the mandatory submittal requirements.

1. A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal; and
2. Specific qualifications of the Proposer and specific prior work experience within a non-profit environment.

4.6 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers must describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal. The following must be submitted.

Organization

1. Please provide an overview and profile of your firm. Include a brief description of the functional departments of your organization, including research and the types of clients you serve. Please include a description of your qualifications in performing the requested services, including any licenses you may hold. Include a short biography of all individuals who would be associated with the Foundation's account.
2. Please describe your firm's experience with foundations. What other foundations have you managed?
3. Describe your consulting philosophy/your role as a consultant and fiduciary.
4. Describe your firm's philanthropic activities and community engagement in the St. Louis metropolitan area.

Investment Policy and Guidelines

5. Describe the process you will use to recommend investment policies changes, objectives and guidelines for the Foundation. Explain how you involve the Foundation's Investment Committee in the process.
6. Describe your process for analyzing a client's portfolio structure and for recommending modifications.
7. What process would you use to recommend an asset allocation strategy for the Foundation? Do you always recommend funds managed by your institution or do you also recommend funds managed by others?

Asset Allocation Analysis

8. Explain your philosophy on the diversification of assets.

Manager Search

9. Describe your firm's investment manager evaluation process.
10. Describe the circumstances under which you would terminate an investment manager.

Miscellaneous

11. Provide examples of the types of reports your firm would be providing to the Foundation. What will be the frequency of the reports so provided?
12. How often do you propose meeting with the Investment Committee?
13. State what you believe distinguishes your services from those of your competitors?
14. What is your staffing commitment and what is the average account officer/client ratio for clients of the Foundation's size?
15. Provide client name, contact name, address, and phone information on at least three current client references.

Fees

16. Please provide a detailed schedule of fees you propose to charge for the services sought by the Foundation.
17. Do you receive any 12(b) 1 fees or other compensation from any mutual funds and, if so, will such fees be used to reduce the Foundation's costs?

SECTION 5 – EVALUATION CRITERIA

5.1 SELECTION PROCESS

The process to select an Investment Consultant will consist of a solicitation of proposals from all proposers interested in providing the required services described in this RFP. Proposers must meet the requirements and demonstrate the necessary experience and qualifications to complete the services with the essential staff and provide the required ongoing services in an efficient and cost-effective manner to the St. Louis Public Library Foundation.

The St. Louis Public Library Foundation reserves the right to reject any or all proposals and is not liable for any costs the proposer incurs while preparing the proposal. All proposals will become part of the St. Louis Public Library Foundation file. Upon the completion of the evaluations, the St. Louis Public Library Foundation intends to negotiate a contract with the proposer whose proposal best meets the St. Louis Public Library Foundation's expectations for providing the highest quality of services at a cost representing the best value to the St. Louis Public Library Foundation.

5.2 SELECTION REVIEW/FINANCE COMMITTEE

The Selection Review Committee will be comprised of members of the Finance Committee. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The St. Louis Public Library Foundation may also seek expert advice to help review proposals. Such advisors to the Finance Committee may attend evaluation meetings and proposer interviews and demonstrations; and lend any such expertise to the process as requested by the St. Louis Public Library Foundation. However, any such person contacted by the St. Louis Public Library Foundation for their expert advice shall not, from first being contacted until the RFP process is completed have communications with any proposers regarding their proposals or the process. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the committee to complete the evaluation process.

5.3 EVALUATION CRITERIA SCORE GRID

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful proposer.

- Comprehensiveness of Investment Services
- Experience, Qualifications, and Project Team
- Cost Proposal – Exhibit B
- Firm Strength and Stability
- References – Exhibit G

SECTION 6- CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, attachments, exhibits, proposer's response, clarifications, addenda, and scope of work. All such materials constitute the contract documents. The issuing office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract agreement will be substantially in the form of the Sample Contract, Exhibit A.

The proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the St. Louis Public Library Foundation. The St. Louis Public Library Foundation reserves the right to negotiate with the second-ranked proposer if the contract negotiation attempts are unsuccessful with the apparent successful proposer.

Proposer should indicate there is no conflict of interest or collusion on the part of the proposer's submission of a proposal for the services being solicited under this RFP, Exhibit C, Non-Collusion Affidavit. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The proposer hereby agrees to accept the contract terms of the attached Contract Terms and Conditions unless exceptions to the contract are submitted by the proposer with their proposal response within the Introductory Letter. If proposer does not provide written exceptions within the Introductory Letter and proposer indicates exceptions after contract evaluations, St. Louis Public Library Foundation reserves the right to reject the proposal and negotiate a contract with the next-ranked proposer or find the proposal response nonresponsive.

6.2 INSURANCE REQUIREMENTS

The proposer must demonstrate willingness to contract and the ability to provide a certificate of insurance and additional insured endorsement reflecting the insurance requirements within ten (10) days of the Notice of Contract Award. If proposer does not provide the required insurances, the St. Louis Public Library Foundation may elect to negotiate a contract with the second-ranked proposer.

EXHIBIT A – SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT TO FURNISH INVESTMENT ADVISORY SERVICES TO THE ST. LOUIS PUBLIC LIBRARY FOUNDATION OF ST. LOUIS, MISSOURI

This agreement made this ___ day of ____ 202_ , between the St. Louis Public Library Foundation, hereinafter called the “St. Louis Public Library Foundation”, and _____, hereinafter called the “Investment Consultant”.

The Project: Investment Advisory Services

General Description of Work: Investment Consultant will assist with the management and performance of the St. Louis Public Library Foundation’s portfolio by providing discretionary management investments.

St. Louis Public Library Foundation and Consultant agree as follows:

1. Contract Documents

1.1 The contract documents for this contract consist of this Agreement, Exhibit A, “Scope of Work” and any other Exhibits attached hereto, specifications, and addenda issued by the St. Louis Public Library Foundation prior to execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above Contract Documents form this contract and are fully incorporated herein.

1.3 The Investment Consultant assures the St. Louis Public Library Foundation that the Investment Consultant is financially solvent, able to pay its debts and has sufficient working capital to complete the services required herein.

1.4 The Investment Consultant agrees to accept the St. Louis Public Library Foundation’s project budget and further agrees to use professional skill and care to accomplish said Project within the intent of the scope of work and established budget. In the event the Investment Consultant determines that the Project cannot be accomplished within the established budget, the Investment Consultant shall notify the St. Louis Public Library Foundation’s Representative of this fact in writing, so that the Project scope can be reviewed and modified if necessary.

2. Scope of Work

2.1 The St. Louis Public Library Foundation employs the Investment Consultant as an independent contractor, to perform the part of the work on the project as set forth in Exhibit A, “Scope of Work”.

2.2 The Contract Work Includes:

- (a) That shown on any of the Contract Documents.
- (b) All things reasonably implied or customarily provided in the Investment Consultant's line of work or necessary to complete such work for inspection and approval under the Contract documents.
- (c) The Investment Consultant shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers deemed satisfactory to the St. Louis Public Library Foundation.

2.3 The Investment Consultant's Basic Services consist of the phases described in "Scope of Work Exhibit A".

2.4 The Investment Consultant shall satisfy the requirements for the lawful practice of professional services, as applicable to a political subdivision of the State of Missouri and shall perform its services in a professional manner consistent with a level of care and skill exercised by other practicing Investment Consultants performing such services prescribed by the St. Louis Public Library Foundation.

3. Changes

Investment Consultant agrees that the St. Louis Public Library Foundation may add to or deduct from the amount of work covered by this agreement, and any other changes so made in the amount of work involved, or any other parts of this agreement, shall be by written agreement hereto setting forth in detail the changes involved and a mutually agreed upon price adjustment.

4. Access to records and Reports

Investment Consultant agrees to provide the St. Louis Public Library Foundation or any of their duly authorized representatives with access to any books, documents, papers and record of the Investment Consultant, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

5. Termination for Cause

If the Investment Consultant shall fail, or refuse for any cause, to complete the work to be done under this assignment, or any portion thereof, within a period of time deemed reasonable by the St. Louis Public Library Foundation, or should the Investment Consultant violate any of the conditions of this contract, the St. Louis Public Library Foundation shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the Investment Consultant and the agreement shall be terminated at such date. Reasonable allowances shall be made by the St. Louis Public Library Foundation for expenses incurred and services performed by the Investment Consultant prior to the termination date.

6. Termination for Convenience

The performance of work under this contract may be terminated at any time, in whole or in part, by the St. Louis Public Library Foundation. Any such termination shall be executed by a written notice thirty (30) days in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination. Investment Consultant will be paid for all material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

7. Contract Period / Extensions

The contract period is _____ months beginning _____ through _____. The St. Louis Public Library Foundation reserves the right to make renewals to the Contract agreement for ___ consecutive one year periods, or a portion thereof.

8. Contract Sum and Payments

8.1 In consideration of the complete and timely performance of all contract services, the St. Louis Public Library Foundation shall pay fees to the Investment Consultant, as designated in their proposal response (See Exhibit B).

8.2 Reasonable direct expenses with receipts will be billed separately by the Investment Consultant for items such as travel, advertising, report reproduction, telecommunications, and express mail. For payment consideration, expenses are billed as incurred and sent to: St Louis Public Library Foundation, 1415 Olive St, St Louis MO 63103. Attn: Accounts Payable **OR** slplbusinessoffice@slpl.org

9. Contract Payee information

9.1 The Investment Consultant, if required by the St. Louis Public Library Foundation, will provide an affidavit to St. Louis Public Library Foundation showing that its labor, materials, and other bills have been paid, (i.e. lien waivers), in a form satisfactory to the St. Louis Public Library Foundation. If it appears that labor, material, or other bills incurred in the performance of the Contract work are not being paid, the St. Louis Public Library Foundation may withhold payment in whole or in part to pay such bills.

9.2 In the event of any breach by Investment Consultant of this agreement, or in the event of the assertion by others of any claim or lien against the St. Louis Public Library Foundation or St. Louis Public Library Foundation's surety (if any), which claim or lien arising out of the Investment Consultant's performance, the St. Louis Public Library Foundation may, but is not required to, retain out of any payments due to the Investment Consultant an amount sufficient to protect the St. Louis Public Library Foundation from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Investment Consultant to the satisfaction of the St. Louis Public Library Foundation.

10. Invoicing

Investment Consultant invoices must detail all work completed, as shown in the in this agreement. Please include the contract number on all invoices. Failure to properly document your invoice as requested may delay payment. Invoices must be submitted to: **Attn: Accounts Payable, St Louis Public Library, 1415 Olive St, St Louis MO 63103, OR slplbusinessoffice@slpl.org.**

11. Confidentiality

The Investment Consultant agrees they will not disclose, divulge, report, or use any confidential information for any purpose, except as authorized by the St. Louis Public Library Foundation or required by law.

12. Ownership of Intellectual Property

Investment Consultant may not use intellectual property for any purpose other than that contracted for except with the written permission of the St. Louis Public Library Foundation. The Investment Consultant will be responsible for any and all damages resulting from the unauthorized use of St. Louis Public Library Foundation intellectual property. Upon termination of the contract, the Investment Consultant will return any property, documentation, records, and confidential information owned by the St. Louis Public Library Foundation to the St. Louis Public Library Foundation, save one (1) copy to be retained for archival purposes only.

13. Indemnity

To the fullest extent permitted by law the Investment Consultant agrees to indemnify and hold harmless the St. Louis Public Library Foundation and all of their agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of the Investment Consultant's work and obligations as provided in the contract documents, including any extra work, and from any claim, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Investment Consultant or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. Neither party shall be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages, whether arising in tort, contract, under any statute, under any indemnity provision or otherwise. The parties intend that the limitations under this section imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including, without limitation, the negligence or strict liability of any party, whether such negligence be sole, joint, or concurrent, or active or passive.

14. Insurance

14.1 The Investment Consultant shall maintain Professional Liability Insurance covering any damages caused by error, omission or any negligent act of the Investment Consultant, its subcontractors, agents, officers, or employees' performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than the portfolio total. If coverage is on a claims-made basis, then either an extended reporting of not less than 24 months shall be included in the Professional Liability insurance coverage.

15. COVID-19

15.1 Both parties acknowledge the ongoing global COVID 19 crisis and accept their obligation to comply with any official guidance. The parties agree to communicate without delay any issues in performing their obligations under this contract.

16. Miscellaneous

16.1 Failure by St. Louis Public Library Foundation in any instance to insist upon observance or performance by the Investment Consultant of any terms or conditions of this agreement shall not be deemed a waiver by any such terms, conditions or provisions, and observance or performance thereof.

16.2 The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the Contract nor the obligations or work to be performed thereunder shall not be subcontracted or assigned, in whole or in part, except with the prior written consent of the St. Louis Public Library Foundation.

16.3 Any notice or communication authorized or required hereunder shall be deemed to have been given, if hand-delivered mailed or emailed, as follows:

ST. LOUIS PUBLIC LIBRARY FOUNDATION St. Louis Public Library Foundation, 1415 Olive Street, St. Louis, Missouri, 63103. Attention: Elizabeth Reeves

INVESTMENT CONSULTANT: _____

Exhibits

The following exhibits are attached hereto and made a part hereof:

Exhibit A	Scope of Work
Exhibit B	Pricing Page
Exhibit C	Certificate of Insurance

In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ST. LOUIS PUBLIC LIBRARY

By: _____

By: _____

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B - COST PROPOSAL

For this Cost Proposal, provide a rate structure based on \$7.6 million portfolio for five years and include a proposal for optional extensions. Identify your proposed rate structure and annual cost. Additional pages should be submitted with the Cost Proposal for Section 5 cost-related questions.

Investment Advisory Services	Annualized Cost <u>Five-Year Cost</u> :
July 2021 through June 2022	\$ _____
July 2022 through June 2023	\$ _____
July 2023 through June 2024	\$ _____
July 2024 through June 2025	\$ _____
July 2025 through June 2026	\$ _____
Subtotal Five-Year Cost	\$ _____

Optional Extensions:

July 2026 through June 2027	\$ _____
July 2027 through June 2028	\$ _____

I, hereby certify, that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal and if selected, agrees to furnish all services in accordance with the RFP and addenda. In addition, all St. Louis Public Library Foundation's project requirements, including insurance, have been reviewed and are incorporated in this Cost Proposal.

Signature Block

Vendor Name: _____

Phone: _____ Address: _____

City: _____ State: _____ Zip: _____

Consultant's Name (please print) _____ Tax ID No. _____

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT C - NON-COLLUSION AFFIDAVIT

The undersigned being duly sworn on oath, says that the undersigned has not, nor has any other person, member, representative, or agent of the firm, company or corporation or partnership represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be Proposal by anyone at such letting nor to prevent any person from Proposing nor to induce anyone to refrain from Proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposal.

Further, the undersigned says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Proposal.

Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

EXHIBIT D - E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Proposer entering into a contract with the St. Louis Public Library Foundation is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Proposer is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

The undersigned, on behalf of the Proposer, being first duly sworn, deposes and states that the Proposer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the St. Louis Public Library Foundation, the undersigned Proposer will enroll in and agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

**EXHIBIT E - DIVERSITY STATEMENT OF
THE BOARD OF DIRECTORS OF
THE ST. LOUIS PUBLIC LIBRARY FOUNDATION**

WHEREAS, the St. Louis Public Library Foundation is a Non-Profit (501C3) authorized pursuant to Chapter 182 of the Missouri Revised Statutes to, among other things, purchase, hold or lease grounds, and to occupy, lease or erect appropriate buildings for the use of the St. Louis Public Library Foundation, and to exercise all powers and rights of political subdivisions or similar corporations; and

WHEREAS, the Board of Directors (the "Board") of the St. Louis Public Library Foundation is vested with the power to make and adopt bylaws, rules and regulations for its own guidance and for the governance of the St. Louis Public Library Foundation as may be expedient and not inconsistent with State law, and

WHEREAS, the St. Louis Public Library Foundation provides free public St. Louis Public Library Foundation services for the City of St. Louis (the "City"), an urban area with vast ethnic, religious, socioeconomic and cultural backgrounds; and

WHEREAS, efforts to encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; to educate through seminars and workshops persons from diverse backgrounds the opportunity to contract with or become employees of the St. Louis Public Library Foundation; to assist persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; to adjust or modify, when appropriate, financing, bonding, or insurance requirements for persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; and to encourage partnering by persons from diverse backgrounds to contract with the St. Louis Public Library Foundation will serve to further the governmental and public interest of the St. Louis Public Library Foundation by providing outreach to the residents of the City; and

WHEREAS, a practice of the St. Louis Public Library Foundation of contracting with and employing persons reflecting the ethnic, religious, socioeconomic and cultural backgrounds of the citizens of the City will serve to further the governmental interest of the St. Louis Public Library Foundation; and

WHEREAS, a practice of the St. Louis Public Library Foundation of contracting with and employing persons of varied ethnic religious, socioeconomic and cultural backgrounds will also further the governmental purposes of the St. Louis Public Library Foundation by serving as a model to other public and private entities, by building the public trust, by creating role models, and by facilitating the interaction of persons of different backgrounds; and

WHEREAS, the Board of Directors of the St. Louis Public Library Foundation (the "Board") determined that it is feasible, necessary and in the public interest for the Board to adopt a diversity statement to provide guidance to the St. Louis Public Library Foundation and adopted this Diversity Statement on March 31, 1997; and

WHEREAS, the Board wishes to amend this Diversity Statement to provide for annual review.

NOW THEREFORE, the Board of Directors of the St. Louis Public Library Foundation; does hereby resolve, determine and order as follows:

Section 1. Findings. The Board of Directors of the St. Louis Public Library Foundation hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Diversity Statement. The Board of Directors of the St. Louis Public Library Foundation hereby directs the officers and agents of the St. Louis Public Library Foundation for the authorized St. Louis Public Library Foundation purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with

diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the St. Louis Public Library Foundation.

Section 3. Administration. The officers and agents of the St. Louis Public Library Foundation are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the St. Louis Public Library Foundation; (iii) assist persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the St. Louis Public Library Foundation; (v) encourage partnering by persons from diverse backgrounds to contract with the St. Louis Public Library Foundation; (vi) utilize alternative programs to facilitate participation; (vii) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the St. Louis Public Library Foundation 's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.

Section 4. Actions of Officers Authorized. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Annual Review. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.

Section 6. Severability. If any section or other part of this Resolution whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

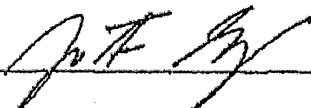
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

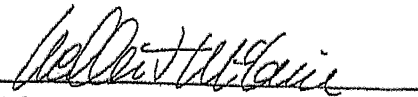
ADOPTED by the Board of Directors of the St. Louis Public Library Foundation this 5th day of April, 2004.

BOARD OF DIRECTORS OF THE
ST. LOUIS PUBLIC LIBRARY FOUNDATION

[SEAL]
ATTEST:



Its President



Its Secretary

**EXHIBIT F - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Proposer is unable to attest to any of the statements in this certification, Proposer must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(Notarization is not required)

Signature: _____

Date: _____ Print Name & Title: _____

Phone: _____

Email: _____

EXHIBIT G - REFERENCES

Proposer Name: _____

Provide five references with telephone numbers and email addresses. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

_____ Organization Name	_____ Phone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____	_____

Project Description

REFERENCE 2

_____ Organization Name	_____ Phone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____	_____

Project Description

REFERENCE 3

Organization Name	Phone
Contact Person	Email
Mailing Address	Contract Term

Project Description

REFERENCE 4

Organization Name	Phone
Contact Person	Email
Mailing Address	Contract Term

Project Description

EXHIBIT H- EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION

Proposers shall demonstrate and disclose to the St. Louis Public Library Foundation that an Employee Background Check Program is in place before a contract can be awarded.

Therefore, by signing this Certification, the proposer does hereby certify and confirm that, as the proposed consultant for the St. Louis Public Library Foundation Investment Advisory Services contract, that he/she has an Employee Background Check Program in place.

CONSULTANT: _____ BY: _____

TITLE: _____ DATE: _____

EXHIBIT I - ST. LOUIS PUBLIC LIBRARY FOUNDATION

Investment Policy Statement and Guidelines

(Approved by SLPLF Board of Trustees - 2/14/07)

(Modifications made by Investment Committee- 7/24/14, 7/19/16, 4/22/2020, 6/9/2020)

I. Statement of Purpose

The purpose of this Investment Policy, adopted by the Board of Trustees of the St. Louis Public Library Foundation on February 14, 2007 and updated by its Investment Committee on July 24, 2014, is to affirm its responsibility to supervise the investment of the Foundation's assets and to set forth:

- a. An appropriate set of objectives and goals to be attained through the investment of the foundation's assets,
- b. The position of the Finance Committee with respect to the Foundation's risk/return posture, including allocation of assets and establishment of investment guidelines, and
- c. An overall system of investment policies and practices whereby the continuing financial obligation of the Foundation will be satisfied.

II. Statement of Responsibilities

A. Investment Advisor: The Investment Advisor is responsible for assisting the Finance Committee in developing ongoing investment policy, developing the overall investment strategy, manager selection and monitoring services. The Advisor may also be an Investment Manager of one or more of the strategies employed by the Foundation.

B. Custodian: The Custodian is responsible for safekeeping securities, collections, disbursements and account statements. The Investment Advisor may also be the custodian.

C. Finance Committee: The Finance Committee is responsible for the oversight of the Investment Funds, and of the Investment Advisor and Custodian. The Committee will make a recommendation to the Board on the appropriate percentage of spending from the Investment Fund each year.

III. Statement of Spending Policy

The Investment Committee shall recommend to the Board, who shall approve an annual spending policy that shall include a maximum amount that may be drawn from the Investment Fund for budgetary support. It is anticipated that this percentage will range between 3% and 6% per year.

IV. Investment Objectives

The investment objective of the Foundation will be for the asset value, exclusive of contributions or withdrawals, to grow over the long run and earn, through a combination of investment income, capital appreciation, a total rate of return (time-weighted) that meets the long term needs of the Foundation.

The Foundation's assets should be managed to generate a sufficient return to meet budget expectations and spending requirements. The total rate of return should exceed the rate of inflation by 5% over a market cycle of three to five years. As such, the Foundation's assets will be balanced between equity and fixed income securities with broad diversification.

The total return Investment performance will be measured against broad equity and bond benchmarks. The policy benchmark is 50% Russell 3000 Index, 10% MSCI EAFE Net Index and 40% Barclays Aggregate Bond Index.

V. Asset Allocation Guidelines

The long term, strategic allocation of the assets will be 60% equity and 40% fixed income. Allowable ranges for asset classes:

- Equity 50% to 70%
- Fixed Income - 30% to 50%
- Money Markets 1 % to 10%
- Alternative Investments, including real estate - Up to 10% in the aggregate

This asset allocation will apply to funds that are long term in nature.

Funds that have a different purpose and have a short term (less than three years) time horizon may be invested more conservatively. This may limit these funds to money market and fixed income investments.

Rebalancing: The portfolio shall be rebalanced to tactical targets as deemed advantageous to the Foundation by the Investment Advisor after considering the costs of rebalancing versus the risks associated with portfolio deviation from the desired targets. If the assets fall outside the allocation ranges, the Investment Advisor will rebalance promptly to stay within policy.

VI. Investment Guidelines

A. Equity: Equity exposure may be comprised of individually managed stocks, mutual funds, and exchange traded funds. Investment strategies may include active and indexed management. Equity strategies may include large, mid and small capitalization investments. International equity strategies may include developed markets and emerging markets investments.

Equity investment returns will be compared to their appropriate sub class benchmark index (Russell 1000 Growth Index, Russell 1000 Value Index, Russell Mid Cap Growth Index, Russell Mid Cap Value Index, MSCI EAFE Index, etc.)

B. Fixed Income: Fixed income exposure may be comprised of individually managed bonds, mutual funds and exchange traded funds. Fixed income investments shall consist of U.S. Treasury, Government Agencies,

Corporate, Mortgage Backed, Taxable Municipal, and Asset Backed Securities. The structure and the performance of the fixed income portfolio will be compared to Barclays Aggregate Index.

A portion of the fixed income allocation may be invested in international, high yield, and emerging markets bond funds if deemed appropriate.

Treasury Inflation Protected Securities ("TIPS") may also be employed as a subset of the overall fixed income strategy.

B. Cash Reserves: Cash reserves are to be minimized with a specific range expected to be between 0% and 2%. An exception can be made as the Foundation prepares to make any distributions under its spending policy.

C. Prohibited Investments: Categories of investments that are not eligible for investment in a separate account without prior approval of the Board include:

- Short Sales
- Margin purchase or other use of lending or borrowing
- Private placements
- Security Loans
- Warrants
- Coins
- Artwork
- Illiquid Investments
- Leveraged ETFs

The list of prohibited investments will not apply to investments made in a private partnership, mutual fund or institutional commingled trust. The list of prohibited investments will also not apply to charitable gifts in kind. The Foundation's gift acceptance policy will prevail for charitable gifts.