

**Contra Costa County Employees' Retirement Association  
("CCCERA")  
Request for Proposal to Provide  
Obituary & Demographic Notification Services**

**Issue Date: April 26, 2021**

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The Contra Costa County Employees' Retirement Association ("CCCERA") invites organizations to submit proposals on providing Obituary & Demographic Notification Services.

**SECTION I  
BACKGROUND**

CCCERA is a contributory defined benefit pension plan covering the employees of the County of Contra Costa and other participating agencies pursuant to the County Employees Retirement Law of 1937, California Government Code Section 31450, *et seq.* CCCERA was established on July 1, 1945, to provide retirement allowances and other benefits to the safety and general members employed by Contra Costa County.

Currently, Contra Costa County and 16 other participating agencies are members of CCCERA. The participating agencies include:

Bethel Island Municipal Improvement District  
Byron, Brentwood, Knightsen Union Cemetery District  
Central Contra Costa Sanitary District  
Contra Costa County Employees' Retirement Association  
Contra Costa Housing Authority  
Contra Costa Mosquito and Vector Control District  
First 5 - Children & Families Commission  
In-Home Supportive Services Authority (IHSS)  
Local Agency Formation Commission (LAFCO)  
Rodeo Sanitary District  
Superior Court of Contra Costa County  
Contra Costa Fire Protection District  
East Contra Costa Fire Protection District  
Moraga-Orinda Fire Protection District  
Rodeo-Hercules Fire Protection District  
San Ramon Valley Fire Protection District

In addition, CCCERA administers retirement, disability, or survivor benefits to retirees or beneficiaries of the following former participating agencies:

Alamo-Lafayette Cemetery District

City of Pittsburg  
Delta Diablo Sanitation District  
Diablo Water District  
Ironhouse Sanitary District  
Kensington Fire Protection District  
Superintendent of Schools - Contra Costa County Office of Education  
Stege Sanitary District

CCCERA is an independent governmental entity separate and distinct from the County of Contra Costa. CCCERA is governed and managed by a 12 member Board of Retirement. Of the 12 members, three are alternates, one for the appointed members, one for safety, and one for retirees. Five Board members are appointed by the Contra Costa County Board of Supervisors, one as an alternate. Four Board members, including the safety alternate, are elected by CCCERA's active membership. Two Board members are elected by the retirees, one as an alternate. The County Treasurer serves as an ex-officio member. Board members, with the exception of the County Treasurer, serve three year terms in office, with no term limits.

CCCERA's membership includes approximately 13,700 active and deferred members and approximately 10,000 retired members and beneficiaries as of December 31, 2019. Net current plan assets total approximately \$10.2 billion.

## **SECTION II SCOPE OF SERVICES/ REQUIREMENTS**

The firm selected to provide obituary and demographic notification services will be expected to meet the requirements and provide the services set forth below:

1. The selected firm must provide death auditing services. The audit shall be performed to confirm the death of individual CCCERA members. There are roughly 10,000 CCCERA Members and beneficiaries that would need to be audited on a monthly basis via a batch data-load process. There will be an export file from CCCERA to the selected firm as well as an import file from the firm back to CCCERA. Upon receipt of the file from CCCERA, the selected firm will provide results within three (3) business days and continued reporting daily throughout the month. Please detail how this functionality works with your system, including the level of detail we can expect from such searches.
2. The vendor shall provide "anytime" secure access to all data sources for additional user access reviews via an on-line interactive application.
3. The selected vendor must be a professional firm whose primary line of business includes providing death notification services.

4. The vendor must have been in existence as a business entity performing such services for a minimum of five (5) years.
5. The vendor must have all necessary permits and licenses to perform the requested service. The selected firm must be bonded where applicable.
6. The firm's system must be able to support location services including address, phone and email searches, on an ad hoc request basis. This is to enable the CCCERA staff to locate missing members who we are not able to reach through the information we have on file. This may include location searches, change of address or address confirmation, telephone searches, email address searches, etc. Request may be for as little as one member, to as many as a thousand or more. Please detail how this functionality works with your system, including the level of detail we can expect from such searches.
7. Annually the selected firm must provide a death audit and location services including address, phone and email search on approximately 3,000 deferred members.
8. Minimum insurance coverage must include the following items and proof of such insurance must be provided to CCCERA on an annual basis. CCCERA must be listed as an additional insured payee:
  - Commercial General Liability: \$1M per occurrence, \$1M aggregate
  - Automobile Liability: \$1M per occurrence, \$1M aggregate
  - Workers Compensation: \$1M per occurrence, \$1M aggregate
  - Professional Liability (Errors & Omissions): \$1M per occurrence, \$2M aggregate
9. The selected firm shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined in this RFP.
10. The selected firm shall comply with all Federal, State, and Local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws and codes, manufacturers' recommendations, and accepted industry standards.
11. The initial term of the contract awarded pursuant to this RFP will be for a three (3) year period with CCCERA retaining three (3) one-year options to renew. Vendor will be notified ninety (90) days prior to the expiration or renewal of the contract.
12. In general, normal business hours of operations are from 08:00 to 17:00 PST Monday through Friday, except for Federal and State holidays.

## **SECTION III GENERAL INFORMATION**

### **No Contact**

No contact with CCCERA Board members and CCCERA staff regarding the contents of this RFP will be allowed during the pendency of this RFP.

### **Due Date**

Five printed copies of your proposal in a sealed package or packages and one electronic copy including all submitted documents sent to [info@cccera.org](mailto:info@cccera.org) are due no later than **5:00 p.m.** on May 18, 2021. All packaged proposals must be delivered to:

CCCERA  
1200 Concord Avenue, Suite 300  
Concord CA 94520  
Attention: Deputy CEO

### **No Reimbursement For RFP Expenses**

CCCERA will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFP including the costs of preparing the response, providing any additional information and attending an interview or interviews. All material submitted in response to this RFP will become the sole property of CCCERA. CCCERA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights.

### **Interviews**

Interviews may be conducted at CCCERA's discretion. All organizations selected for interview will be notified of the interview date(s) at least one week in advance.

### **Confidentiality**

All responses to this RFP become the property of CCCERA and will be kept confidential until such time as a recommendation for award of a retainer agreement has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a responding organization believes that any portion of its submittal is exempt from public disclosure, such portion may be marked "confidential." CCCERA will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that CCCERA, in its independent judgment, concludes that the

information is in fact exempt from disclosure, but CCCERA will not be liable for inadvertent disclosure of such materials, data and information. Proposals marked “confidential” in their entirety will not be honored and CCCERA will not deny public disclosure of all or any portion of submittals so marked.

By submitting information with portions marked “confidential”, the responding organization represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse CCCERA for, and to indemnify, defend and hold harmless CCCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to CCCERA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

#### **SECTION IV PROPOSAL REQUIREMENTS**

Proposals must include the following information:

1. A cover letter providing a statement affirming that the signatory is empowered and authorized to bind the respondent to an engagement agreement with CCCERA and represents and warrants that the information stated in the proposal is accurate and may be relied upon by CCCERA in considering and potentially accepting the proposal.
2. An executive summary that provides the respondent’s background, experience and other qualifications to provide obituary and demographic notification services.
3. A description of the respondent including:
  - a. Brief history including year the respondent firm was formed.
  - b. Ownership structure.
  - c. Office locations.
  - d. Organization chart.
  - e. Number of employees.
  - f. Annual revenues.
  - g. Scope of services offered.
  - h. Respondent’s specialties, strengths and limitations.
  - i. Respondent’s experience providing obituary and demographic notification services.

- j. Are your financial reports independently audited? If so, what is the name of the audit firm?
  - k. How is your sub-contract vendors initially vetted? How is their performance monitored?
4. At least three (3) references for which the respondent has provided obituary and demographic notification services. Please include for each reference the individual point of contact, a summary of the work performed, and the length of time the respondent provided this service.
  5. Copies of any pertinent licenses required to deliver respondent's product or service. (i.e.: Business License)
  6. A copy of respondent's standard professional services contract.
  7. An explanation of the pricing proposal for the scope of work including pricing of fees and costs, billing practices and payment terms, if any, that would apply. CCCERA does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work, or portions of it. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to CCCERA. The respondent should represent that the pricing offered to CCCERA is, and will remain, equivalent to or better than that provided to other public pension fund and/or institutional investor clients, or should provide an explanation as to why this representation cannot be provided. All pricing proposals should be "best and final," although CCCERA reserves the right to negotiate on pricing.
  8. An explanation of all actual or potential conflicts of interest that the respondent may face in the representation of CCCERA. Specifically, and without limitation to other actual or potential conflicts.
  9. A description of all past, pending, or threatened litigation, including but not limited to malpractice claims, and all administrative, state ethics, and disciplinary proceedings and other claims against respondent and any of the individuals proposed to provide services to CCCERA.
  10. Any other information that the respondent deems relevant to CCCERA's selection process.

## **SECTION V EVALUATION AND SELECTION**

### **Evaluation Criteria**

CCCERA will evaluate the responses and make a recommendation to the full CCCERA Board for approval. The evaluation committee will consider the following factors:

1. Understanding of the services required.

2. Quality, clarity and responsiveness of proposal.
3. Proposed fees<sup>1</sup>.
4. Information provided by client references.
5. Demonstrated competence and professional qualifications necessary for successfully performing the work required.
6. Background and related experience of the principal individuals to be assigned to provide services.
7. Interviews, if conducted.

### **Selection Process**

CCCERA will initially review all responses to determine responsiveness. Any response that does not address all requested requirements or is incomplete will be rejected.

CCCERA will evaluate all responses based on the criteria stated above. The evaluation committee may afford organizations the opportunity to clarify responses for the purpose of assuring a full understanding of their responsiveness to the RFP.

CCCERA may conduct interviews with organizations found to be most qualified to perform the services required, based upon the criteria listed in this RFP. If so, the organizations will be notified in advance of the proposed interview date.

All responding organizations will be notified in writing once one or more organizations have been selected and approved.

## **SECTION VI RESPONSE INSTRUCTIONS AND CONDITIONS**

1. This RFP does not commit CCCERA to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. CCCERA reserves the right, in its sole discretion, to negotiate with any or all organizations considered, or to cancel this RFP in whole or in part.
2. Responding organizations may be requested to clarify the contents of their response.

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<sup>1</sup> Although proposed fees will be given significant weight in the selection process, CCCERA reserves the right to negotiate with any organization selected, lower fees or a different fee structure.

3. A responding organization may be required to participate in negotiations and to submit hourly fee, price, costing, technical or other revisions to its response which may result from such negotiations.
4. All material submitted in response to this RFP will become the sole property of CCCERA.

### **Response Submission**

Responses **must** include a cover letter indicating the mailing address of the office from which the response is submitted, the name of the individual who will represent the organization as the primary contact person for the response, and the telephone, fax and e-mail information of the primary contact person.

### **Administrative Specifications**

1. All responses must be irrevocable for 180 days and signed by an authorized officer of the organization.
2. Successful responding organizations must agree to provide CCCERA with audit access on request during the term of the contract and for 7 years thereafter.
3. CCCERA at any time, in its sole discretion, may terminate its contract with the selected organization, or postpone or delay all or any part of the contract, upon written notice to the selected organization.

## **SECTION VII CONTRACT APPROVAL**

CCCERA's selection of a provider shall not be binding until it has been approved by CCCERA's Board of Retirement.