

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
INVITATION TO NEGOTIATE  
COVER SHEET**

SUBMIT RESPONSES TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
VIA: [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)

Direct Inquiries to: Ari Horowitz, Procurement Specialist  
mail to: [procurement@watermatters.org](mailto:procurement@watermatters.org)

**DATE POSTED:**  
AUGUST 9, 2024

**RESPONSE DUE DATE AND OPENING:**  
SEPTEMBER 10, 2024 AT 2:00 P.M. LOCAL TIME

**TITLE:** ITN 23-4194 DEFERRED COMPENSATION 457(b) AND ROTH PLAN ADMINISTRATION

**PRE-RESPONSE CONFERENCE:** NONE

**QUESTION DEADLINE:** AUGUST 27, 2024 AT 5:00 P.M. LOCAL TIME

**SPECIFICATIONS:** The Southwest Florida Water Management District is seeking responses from, qualified firms to provide services for Deferred Compensation plan 457(b) and Roth plan to include retirement plan administration, recordkeeping, technology, compliance, employee education, and investment platform services on plans.

Respondent Name:

Reason for No-Bid:

Mailing Address:

City-State-Zip:

Telephone Number: (    )    -   

Toll-Free Number: (    )    -   

Email address for correspondence:

Authorized Signature:

Date:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as the Respondent hereby declare that I have carefully read this Invitation to Negotiate and its provisions, terms, and conditions covering the equipment, materials, supplies, or services as called for, and fully understand the requirements and conditions. I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Invitation to Negotiate and certify that I am authorized to sign this response for the Respondent. Upon award to the Respondent and execution by the District below, the terms and conditions of this ITN will be effective and binding upon both parties.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

FORM 15.00 - 015 (05/07)

By: \_\_\_\_\_  
Brian J. Armstrong, P.G.  
Executive Director

Date \_\_\_\_\_

THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) AND [WWW.WATERMATTERS.ORG/PROCUREMENT](http://WWW.WATERMATTERS.ORG/PROCUREMENT). THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM). THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT ITS PROPOSAL IS TIMELY UPLOADED. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED. TO MAINTAIN A SECURED SEALED PROCESS, ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED.

FORM 15.00 – 015 (05/07)

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
INVITATION TO NEGOTIATE  
DEFERRED COMPENSATION 457(B) AND  
ROTH PLAN ADMINISTRATION  
ITN 23-4194**

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## **PART I – GENERAL CONDITIONS**

### **1.1 PURPOSE.**

The purpose of this Invitation to Negotiate (ITN) is to provide guidelines for submission of responses to implement the services described in Part III of this ITN.

### **1.2 DEFINITIONS.**

"Respondent" means any Florida licensed Financial Investment Vendor submitting a response to this ITN. "District" means the Southwest Florida Water Management District, which is the issuing agency.

### **1.3 DEVELOPMENT COST.**

Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this ITN. All responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the ITN.

### **1.4 CHANGES, DELAYS, AND ADDENDA.**

The District reserves the right to delay scheduled ITN due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, addenda and questions and answers are available for review and download at [www.watermatters.org/procurement](http://www.watermatters.org/procurement) and [www.demandstar.com](http://www.demandstar.com).

Potential Respondents are responsible for rechecking the websites for any changes or addenda prior to the due date and time.

All interpretations and supplemental instructions for this ITN will be in the form of written addenda to the ITN. Respondents will acknowledge receipt of all addenda in their response.

No interpretation of the meaning of the specifications or other ITN documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Potential Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting solicitation or ITN documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of this ITN.

### **1.5 PRE-RESPONSE CONFERENCES.** A Pre-response conference is not applicable to this solicitation.

### **1.6 RULES FOR RESPONSES.**

The signer of the response must declare that any person or entity with any interest in the response, as a principal, is identified therein; that the response is made without collusion; that the response is, in all respects, fair and in good faith; and that the signer of the response has full authority to negotiate for and bind the Respondent stated on the ITN form.

### **1.7 RESPONSE FORMAT.**

In order to assist the District's review process, responses are to be prepared utilizing the following format.

- The electronic copy identified in Section 2.1 GENERAL INFORMATION, of this ITN will be uploaded to [www.demandstar.com](http://www.demandstar.com) in an exact Adobe™ Portable Document Format File (.pdf).
- Unless otherwise specifically noted, the response will be formatted for print on 8.5" x 11" paper.

- Text will be single-spaced using 12-point Arial font, except for headers, footers, tables, graphs, and charts. All information furnished must be legible.
- All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- A Table of Contents (TOC) will be included at the beginning of the response. Links in the TOC to each section will be provided and bookmarks shall be generated in the .pdf for ease of navigating.
- The Fee Schedule containing all price information as defined in Attachment 1, Fee Schedule shall be submitted as a separate file from any file(s) containing all non-price factors identified in Subsections 1.7.1 through 1.7.12 of Section 1.7, Response Format.

**1.7.1 Invitation to Negotiate Form.** Respondents must complete, sign and return the Cover Sheet with their response.

**1.7.2 Letter of Transmittal.** This letter, not to exceed two pages, shall briefly state Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion to effectuate the provision of services as outlined in this ITN. The letter must include the names of individuals authorized to make representations for the organization regarding this ITN, their titles, addresses, telephone numbers and email addresses. This letter must be signed by an official authorized to negotiate for Respondent.

**1.7.3 Organizational Profile and Qualifications.** This section of the reply should provide a description of your organization, including location(s), size, range of activities, and organization chart. The organization chart should also identify who the Respondent deems to be the Respondent's Key Project team members who would be assigned to the District's account. The Respondent shall provide a resume for each Key Project team member identified.

Any qualifications of the Key Project team members, the Respondent as a whole, and any other appropriate information to describe the Respondent. Emphasis should be given to the Respondent's experience with similar types of services.

The Respondent is required to have a FLK-215 license (Life, Health, & Variable Annuity) and a FNRA license (series 7 and 66 OR series 6 and 65) at the time of proposal submittal. The respondent must identify and provide license and certification information regarding all licenses and certifications held by the respondent necessary to perform the work described in the ITN. The licenses must be active in the State of Florida at the time of bid submittal and maintained throughout the term of the Agreement. A copy of all licenses listed below must be included with respondent's bid submission.

**1.7.4 Professional Resumes and Qualifications.** This section of the response should provide resumes for Key Project team members identified in subsection 1.7.3. Copies of all licenses and certifications for all Key Project team members and Consultant shall be included.

**1.7.5 Experience and Past Performance.** This section of the proposal should provide a history of past projects and successful management of 457(b) and Roth plans including recordkeeping, training, and responses to inquiries.

**1.7.6 Minimum Requirements.** The Respondent shall provide information, documentation, and work history to show that the Respondent meets the minimum requirement outlined in Section 3.2, Minimum Requirements.

**1.7.7 Demonstrated Abilities.** The Respondent shall provide information, documentation, and work history to demonstrate that the Respondent has the capabilities outlined in Section 3.3, Demonstrated Abilities.

**1.7.8 References.** Respondents must provide three references from public entity clients for whom you provide the services requested by this ITN that have a minimum of 500 employees. The reference must have been a client within the last three years immediately preceding the response due date. Please see Attachment 2, Reference Form.

**1.7.9 Services Offered.** The Respondent shall provide a list and description of all services currently offered.

**1.7.10 Scope of Work.** This section of the response is addressed in Part III, Nature of Services Required.

**1.7.11 Completion of all Response Documents.** In addition to the response submission requirements listed in Subsections 1.7.1 through 1.7.10, all response documents and forms listed below must be completely and accurately filled out and submitted with the response. Failure to do so could result in rejection of the response as non-responsive.

- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this ITN on each Addendum Form issued with their response.
- Attachment 1 – Fee Schedule
- Attachment 2 – Reference Form
- Attachment 3 – Public Entity Crime Statement
- Attachment 4 – Certification Regarding Drug-Free Workplace Requirements
- Figure 1 – Organization and Experience Questionnaire

**1.7.12 Additional Data.** Since data not specifically requested should not be included in the previous sections of the response, give any additional information outlined in Section 6.2, Evaluation Method and Criteria, which Respondent feels is pertinent for consideration. This information will only be evaluated to the extent it supports the Respondent's qualification and experience to provide the services requested by this ITN.

**1.7.13 Fee Schedule.** This section of the response is addressed in Attachment 1, Fee Schedule. As stated in Section 1.7, Response Format, above, a completed Attachment 1, Fee Schedule must be provided as a separate file.

## **1.8 NEGOTIATIONS.**

The District will negotiate with the selected Respondent(s) in accordance with Part VI – Evaluation Procedures. The District reserves the right to simultaneously negotiate with the selected Respondents at the same time.

Pursuant to section 286.0113, Florida Statutes, negotiations are exempt from section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Pursuant to section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the District with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

## **1.9 RESPONSE OPENING.**

The response opening will be open to the public, on the date and at the time specified on the ITN Cover Sheet. It is the Respondent's responsibility to assure that its response is uploaded in [www.demandstar.com](http://www.demandstar.com) at the proper time. Responses which for any reason are not timely uploaded will not be considered. Only names of Respondents will be read at the response opening.

To be considered, one electronic Adobe <sup>TM</sup> Document Format File (.pdf) of a response must be uploaded to [www.demandstar.com](http://www.demandstar.com), by 2:00 p.m., EST, on September 10, 2024. Responses not received in a timely manner by DEMANDSTAR will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES.

The District anticipates making an award within 120 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If the award is not made within 90 days, the response shall remain firm until either the District awards the agreement, or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, at the District's sole discretion, be accepted or rejected.

By submitting a response, the Respondent agrees to all the terms and conditions of this ITN. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response shall constitute Respondent's acknowledgement of all terms and conditions of this ITN and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this ITN. Respondents must submit its request under the procedure set forth in Section 1.11, Technical Questions.

AS INDICATED ON THE COVER SHEET, THE DISTRICT RECEIVES RESPONSES THROUGH DEMANDSTAR. RESPONSE PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA .PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The District is providing a virtual option to join the response opening for ITN 23-4194 Deferred Compensation 457(b) and Roth Plan Administration. The meeting will begin at 2:00 p.m. on September 10, 2024. Persons may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below, or may click on or copy and paste the following Teams Link URL into a browser:

Microsoft Teams meeting  
Join on your computer or mobile app  
Click here to join the meeting  
<https://bit.ly/3WNun0I>  
Or call in (audio only)  
[+1 786-749-6127](tel:+17867496127), [616798540#](tel:+1786798540) United States, Miami  
Phone conference ID: 616 798 540#

#### **1.10 RESPONSIVE/RESPONSIBLE.**

At the time of submitting a response, the District requires that the Respondent be properly licensed and registered to do business in the State of Florida in accordance with Florida Statutes. Responses that fail to provide all required information, documents, or materials, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this ITN may be rejected as non-responsible. The District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the services as requested in this ITN. The District reserves the right to determine which responses meet the requirements of this solicitation and which responses are responsive and responsible.

### **1.11 TECHNICAL QUESTIONS.**

All questions must be presented in writing to [procurement@watermatters.org](mailto:procurement@watermatters.org), the address as stated in Section 1.29 **CORRESPONDENCE**, **no later than 5:00 p.m. August 27, 2024**. Inquiries must reference the ITN title, number and date of the response opening. The Respondents are responsible for checking the website as specified in Section 1.4 **CHANGES, DELAYS, AND ADDENDA** for any addenda.

### **1.12 CONFLICT OF INTEREST.**

The award hereunder is subject to the provisions of chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their response the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of 5% or more in the Respondent's firm or any of its branches.

### **1.13 RESPONSE WITHDRAWAL.**

Responses may be withdrawn by written notice signed by the same person who signed the ITN Cover Sheet and received it at any time prior to the opening. Responses may be withdrawn by the Respondent or its authorized representative; provided the authorized representative's identity is made known and a signed receipt for the response is received.

### **1.14 PUBLIC AVAILABILITY OF RECORDS.**

Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this ITN will be subject to the provisions in chapter 119, Florida Statutes, commonly known as the Florida Public Records Act. Any Respondent claiming that its response contains information that is exempt from the public records law must clearly segregate (separate pdf file preferred) and mark that specific information and provide the specific statutory citation for such exemption (e.g., section 815.04, Florida Statutes).

The District does not waive the public records exemption under the Florida Public Records Act, section 119.071(1)(b), Florida Statutes, as amended. This provision exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of decision or intended decision pursuant to section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the response opening, whichever comes first.

**1.14.1** The Respondent, upon request, shall permit the District to examine or audit all services related records and documents during or following completion of the services at no cost to the District. Payments made to the Respondent under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Respondent shall maintain all such records and documents for at least five years following completion of the services. The Respondent and any subcontractors understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**1.14.2** Each party shall allow public access to services documents and materials made or received by either party in accordance with the Public Records Act, chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Respondent shall (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the



duration of the term of this Agreement and following completion of the Agreement if the Respondent does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Respondent or keep and maintain public records required by the District to perform the service. If the Respondent transfers all public records to the District upon completion of this Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Respondent keeps and maintains public records upon completion of this Agreement, the Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at [RecordsCustodian@swfwmd.state.fl.us](mailto:RecordsCustodian@swfwmd.state.fl.us), or at the following mailing address:**

**Records Custodian  
Southwest Florida Water Management DISTRICT  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contract information will be provided to the Respondent in writing.

**1.14.3** This paragraph shall survive the expiration or termination of this Agreement.

**1.15 RIGHT TO ACCEPT OR REJECT RESPONSES.**

Responses which are incomplete, conditional, obscure, or contain additions not contemplated by the ITN or irregularities of any kind, or do not comply in every respect with the ITN may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this ITN but reserves the right to accept any response which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject any and all responses submitted in response to this ITN or to cancel, in part or in its entirety, this ITN, if it is in the best interest of the District to do so.

If awarded, no contract will be formed between the Respondent and the District until the Cover Sheet is executed by both parties. There is no obligation on the part of the District to award a response to the lowest priced Respondent, and the District reserves the right to award the contract to the Respondent(s) submitting the best overall responsive response which is most advantageous and in the best interest of the District in achieving the services, and to waive any irregularity or technicality in the responses received. The District shall be the sole judge of the responses that offer the best value and the resulting agreement that is in its best interest.

**1.16 NOTICE OF INTENDED DECISION.**

The Notice of Intended Decision will be posted on the District's Internet web site at <http://www.watermatters.org/procurement>, and at [www.demandstar.com](http://www.demandstar.com).

### **1.17 PROTESTS.**

Any Respondent who protests the specifications or decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes. Section 287.042(2)(c), Florida Statutes, requires a bond be posted with the District at the time of filing the formal written protest payable to the District in an amount equal to one percent of the estimated contract amount.

### **1.18 AGREEMENT INFORMATION.**

Upon award to a Respondent, and the District's execution of the Cover Sheet of this ITN, both parties agree to be bound by the terms and conditions included in this ITN. The Respondent acknowledges that notwithstanding any provision in any plan document offered by Respondent, Respondent is obligated to provide the products and services to the District as provided in its response to this ITN, including any and all negotiations offered in Respondent's Best and Final Offer, and in accordance with the terms and conditions of this ITN. The District shall not be obligated to prosecute any claims that the District may have against third parties arising out of any occurrence resulting in a payment for eligible claims expenses, as defined by Respondent's plan documents, by the District.

If Respondent will require the District to execute a standard agreement applicable to the products and services offered under this ITN, Respondent shall provide a copy of any such standard agreement with its response. The District reserves the right to add and revise provisions that are not in the best interest of the District, as determined solely by the District. The laws of the State of Florida will govern any agreement resulting from this ITN. In the event of a conflict of terminology, priority shall first be given to the terms and conditions of this ITN, then to the Respondent's response, including all negotiations offered in Respondent's Best and Final Offer, then to Respondent's standard agreement or plan documents.

### **1.19 INDEMNIFICATION.**

The Respondent agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any agreement resulting from this ITN. This provision shall survive the expiration or termination of the Agreement.

### **1.20 WITHHOLDING PAYMENT.**

The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent under any resulting agreement as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any agreement with the District.

### **1.21 TERMINATION.**

Unless otherwise agreed to by the District, any agreement resulting from this ITN may be terminated by the District without cause upon 30 days written notice. Termination is effective upon the 30<sup>th</sup> day as counted from the date of the written notice. In the event of termination under this paragraph, the Respondent will be entitled to compensation for all services provided to the District through the end of the month in which the termination is effective and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement.

## **1.22 LAW COMPLIANCE.**

The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this ITN. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this ITN.

## **1.23 AMERICANS WITH DISABILITIES ACT.**

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services, and activities. Anyone requiring reasonable accommodation, or would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email [ADAcoordinator@watermatters.org](mailto:ADAcoordinator@watermatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [watermatters.org/ADA](http://watermatters.org/ADA).

## **1.24 PUBLIC ENTITY CRIMES.**

Pursuant to sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a response to this ITN, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.

## **1.25 RESPONSIBLE VENDOR DETERMINATION.**

The Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## **1.26 SCRUTINIZED COMPANIES.**

Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Respondent agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Respondent is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List,

engages in business operations in Cuba or Syria, or is placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

#### **1.27 EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with section 448.095, Florida Statutes, the Respondent, before entering into a contract with the District, agrees with the following: (i) it, and any subcontractor, will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all new employees of the Respondent or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Respondent was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(5)(b), Florida Statutes. Upon good faith belief that the Respondent or its subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Respondent is an E-Verify system participant is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **1.28 BACKGROUND CHECKS.**

The District may require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. If required, this will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see section 373.6055 Florida Statutes for further detail about statutory requirements).

#### **1.29 CORRESPONDENCE.**

Unless otherwise stated or notified in writing by the District, correspondence relative to this ITN must be emailed to [procurement@watermatters.org](mailto:procurement@watermatters.org)

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this ITN will be sent to the Respondent at the address listed on the Cover Sheet.

The Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this ITN, except in writing to the Procurement Service Office as provided in this ITN, until after the Notice of Intended Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a response.

The remainder of this page has been intentionally left blank.

## **PART II – INTRODUCTION**

### **2.1 GENERAL INFORMATION.**

The Southwest Florida Water Management District (District) hereby solicits offers for the services of Series 6 or 7 and a Series 63 Licensed, qualified Respondents for the following purpose:

Services for Deferred Compensation plan 457(b) and Roth plan to include retirement plan administration, recordkeeping, technology, compliance, employee education, and investment platform services on plans.

To be considered, one electronic Adobe <sup>TM</sup> Document Format File (.pdf) of a response must be uploaded to [www.demandstar.com](http://www.demandstar.com), by 2:00 p.m., Local Time, on September 10, 2024. Responses not received in a timely manner by [www.demandstar.com](http://www.demandstar.com) will not be accepted. THE [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES.

During the evaluation and negotiation process, the District reserves the right, where it may serve the District's interest, to request additional information including changes to the initial responses, from Respondents.

The District anticipates awarding to one qualified Respondent(s) to perform the services set forth in this ITN as selected by the District. For a Respondent to be considered qualified, the Respondent must be licensed with the State of Florida and be authorized to provide the offered services and products in the State of Florida.

### **2.2 BACKGROUND INFORMATION.**

The District offers a 457(b) Deferred Compensation plan with Nationwide Retirement Services to eligible employees. This is a voluntary pretax benefit that only the participant contributes to, and the District does not make any contribution to the employee's Deferred Compensation account. District employees may also elect to participate in a Roth IRA plan.

### **2.3 TERM OF CONTRACT(S).**

The expected term of the contract(s) resulting from this ITN is one year, commencing January 1, 2025, and terminating December 31, 2025, with the option for four additional one-year extension periods commencing January 1<sup>st</sup> of each subsequent year, upon the mutual written agreement of both parties.

### **2.4 RESPONSE CALENDAR.**

The following is a list of key dates concerning this ITN. All dates are subject to change.

Invitation to Negotiate issued by the District.....	August 9, 2024
Due date for Respondents to submit questions .....	August 27, 2024
Due date for Respondents to submit responses (2:00 p.m.) .....	September 10, 2024
Initial Evaluation Committee Meeting (2:00 p.m.).....	October 1, 2024
Best and Final Offers Due .....	October 9, 2024
Final Evaluation Committee Meeting (2:00 p.m.).....	October 15, 2024
Notice of Intended Decision, anticipated posting date.....	October 22, 2024
Submittal of Plan Agreement Documents, anticipated date.....	November 4, 2024
Plan Effective Date, anticipated date .....	January 1, 2025

All questions must be presented in writing to [procurement@watermatters.org](mailto:procurement@watermatters.org), the address as stated in Section 1.29, Correspondence, **no later than 5:00 p.m. on August 27, 2024**. Inquiries must reference the ITN title, number and date of the response opening. The Respondents are responsible for checking the website as specified in Section 1.4, Changes, Delays, and Addenda for any addenda.

### **PART III – NATURE OF SERVICES REQUIRED**

The District seeks responses from licensed, qualified Financial Investment Vendor.

#### **3.1 PROJECT DESCRIPTION.**

**3.1.1 Purpose.** The District is seeking a firm that can provide services for the Deferred Compensation 457(b) and Roth plans, which includes maintaining plan documents, trust and custody of funds, participant level account balances, processing deposits and withdrawals, reporting, and providing website / customer support for District employees and retirees and their beneficiaries. The District also expects a comprehensive participant education program utilizing various mediums including print, web, mobile, and on-site delivery.

**3.1.2 Objectives.** The objective of this ITN is to select one Respondent that will provide the best service, pricing, cost management and flexibility to the District, thus allowing the District to obtain the best overall program for its employees, dependents, while minimizing cost to the District. Therefore, the District seeks Respondent(s) that will meet the following objectives as appropriate for the types of services offered:

**3.1.2.1** To provide educational services and support to current and potential plan participants in the 457(b) plan and assist in establishing Roth plans.

**3.1.2.2** Minimize costs while offering products and services that support a competitive benefit to District employees.

#### **3.2 MINIMUM REQUIREMENTS.**

**3.2.1** Minimum five years' experience providing compliance, recordkeeping, and administration for governmental deferred compensation plans, including non-ERISA public sector 457(b) and Roth retirement plans.

**3.2.2** A rating of at least "A-" by a recognized financial rating service (i.e., A.M. Best).

**3.2.3** Agree to disclose all revenue and expenses relating to the plans, including fund revenue sharing, reimbursements, and fixed account/stable value revenue and expenses.

**3.2.4** Agree all information pertaining to the plans and their participants is the sole property of the District, and all information will remain confidential and will not be used or transmitted to anyone for any purpose whatsoever, except as required to conduct plan operations. All confidential information should be sent via a secure means using Hypertext Transfer Protocol Secure (HTTPS) or Secure File Transfer Protocol (SFTP) or equivalent.

#### **3.3 DEMONSTRATED ABILITIES.**

**3.3.1** The firm must have the ability to administer the full-service 457(b) Deferred Compensation and the Roth plans.

- 3.3.2 Ability to provide a true fee-levelized open architecture investment platform where any revenue share received will be returned/credited back to the participant(s) invested in the fund providing the revenue.
- 3.3.3 Ability to deduct plan expenses from participants account prorated by account balances.
- 3.3.4 Ability to allow plan level access to and work closely with the District Procurement Department and Office of General Counsel to provide plan sponsor support and participant education, enrollment, and advisory services.
- 3.3.5 Ability to provide updates, compliant governmental plan documents and assist in maintaining Internal Revenue Code-compliant plan documents and amendments for the plans.

### **3.5 SCOPE OF WORK.**

The District seeks a Financial Investment Vendor to offer and manage a robust supplemental retirement program that includes current and relative investment options to support employee's investments and retirement. The plan management must include recording keeping and employee consultation, providing full-service to current and potential plan participants, and review of fees and revenue, and review of investments for appropriateness of fund performance and fees/expenses. Financial Investment Vendor must determine optimum investment options considering diversification, risk, and return, provide quarterly reports to the District, provide individual and group training and consultation services to active members. Consultation sessions would be offered monthly to current plan members virtually and in-person at both Tampa and Brooksville Service Office locations.

## **PART IV – HISTORIC DATA**

### **4.1 BACKGROUND.**

The District 457(b) plan currently has 534 participants. The Roth plan has approximately 111 participants.

### **4.2 CONTRIBUTIONS (Current).**

- 457(b) \$1,430,000 (annual approximate)
- Roth \$215,000 (annual approximate)

## **PART V – INSURANCE REQUIREMENTS**

### **5.1 INSURANCE REQUIREMENTS.**

Any agreement resulting from this ITN will require the Financial Investment Vendor to maintain, during the entire term of the agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Financial Investment Vendor must provide renewed certificate(s) of insurance within 30 calendar days of expiration. The Financial Investment Vendor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:



- 5.1.1** Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence	\$1,000,000
Aggregate	\$2,000,000

- 5.1.2** Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$500,000
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- 5.1.3** The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from the agreement.

- 5.1.4** The Financial Investment Vendor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Workers Compensation insurance and employers' liability insurance with a limit of not less than \$1,000,000.

The Vendor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and federal statutes, if applicable. If the Vendor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Vendor from the third party. If the Vendor does not carry workers' compensation coverage, the Vendor must submit to the District both an affidavit stating that the Vendor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 for each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

- 5.1.5** Professional liability (Errors & Omissions) insurance in a minimum amount of \$10,000,000.

- 5.1.6** The Financial Investment Vendor must obtain certificates of insurance from any subcontractor otherwise the Financial Investment Vendor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Financial Investment Vendor insurance policies.

- 5.1.7** The Financial Investment Vendor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this ITN. Such notification must be provided to the District within five business days of the Financial Investment Vendor notice of such cancellation or change from its insurance carrier.

## **PART VI - EVALUATION PROCEDURES**

### **6.1 REVIEW OF RESPONSES.**

Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each proposal using the criteria described in Section 6.2, Evaluation Method and Criteria. Each Evaluation Committee member will independently complete his or her evaluation of each response. Evaluation Committee members will meet at a public meeting to finalize the preliminary rankings of the proposals. At the Evaluation Committee Meeting, individual raw scores, including the cost schedule weighted score, will be ranked with the overall top-ranked Respondent receiving a ranking of one (1). The individual rankings will be totaled. The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings. In the event of a



tie, the raw scores will be totaled, and the Respondent deemed to have the highest rank, will be the Respondent with the highest cumulative raw score.

The Evaluation Committee members will meet at a public meeting at 2:00 p.m. on October 1, 2024, at the Southwest Florida Water Management District, Brooksville Headquarter, at 2379 Broad Street, Brooksville, Florida 34604-6899, discuss their evaluations and to select one or more of the highest ranked Respondents, for each type of services subject to ITN, with which to commence negotiations.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

## 6.2 **EVALUATION METHOD AND CRITERIA.**

Responses will be evaluated by the following criteria for each type of service offered:

<b>Evaluation Criteria</b>	<b>Total Possible Points</b>
<b>Participant Services</b> <ul style="list-style-type: none"> <li>Proven comprehensive and collaborative participant experience delivered through multiple mediums, including printed materials, webinars, call center, on-site education and online. (7)</li> <li>Local representation/office. (4)</li> <li>Ability to provide flexible, advanced scheduling for on-site meetings. (7)</li> <li>Strong functionality and intuitive design of online tools including transactional capabilities and advisory services, education, and other tools. (7)</li> </ul>	<b>25</b>
<b>Employer Services</b> <ul style="list-style-type: none"> <li>Ability to provide information pertaining to record keeping, compliance services, confidentiality of employee personal account information, agree all information pertaining to the plans is sole custody of District and all sensitive data will be transmitted securely to/from vendor. and through the District's human resources management system, UKG Pro as applicable (8)</li> <li>Ability to provide direct notice/communications with frequency to District regarding loan origination, distributions, enrollment, and contribution/deferral changes. (7)</li> </ul>	<b>15</b>
<b>Investment Platform</b> <ul style="list-style-type: none"> <li>Ability to provide an open architecture investment platform where there are no requirements to provide/offer the vendors investments/products to participants. (14)</li> <li>Revenue sharing dollars that are paid from the investment to the vendor are disclosed. (8)</li> <li>Revenue is credited back to the participant(s) that invested in the fund that generated the revenue share. (8)</li> </ul>	<b>30</b>

Evaluation Criteria	Total Possible Points																								
<b>Implementation/Transition</b> <ul style="list-style-type: none"><li>Demonstrate that the vendor has the comprehensive capabilities to successfully transition the plans with minimal disruption to participant(s). (4)</li><li>Timeline of the plan conversion and implementation. (2)</li><li>Qualifications of the individual(s) that will support the transition process. (2)</li><li>Qualifications of the account manager that will be assigned on the plan(s) after the transition ends. (2)</li></ul>	10																								
<b>Fee Schedule</b> <p>Respondent's sealed fee schedule (Attachment 1, Fee Schedule) shall be evaluated as follows: The lowest fee (Line Item #1) receives the maximum points. The lowest fee is then divided into itself or the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)</p> <table><tr><td>Example:</td><td>Score A</td><td>Score B</td><td>Score C</td></tr><tr><td>Vendor Proposed Fee in Basis Points</td><td>30</td><td>25</td><td>20</td></tr><tr><td>Weighted Score</td><td>80%</td><td>80%</td><td>100%</td></tr><tr><td>% Maximum Score</td><td>20 divided by 30 = 66.6%</td><td>20 divided by 25 = 80%</td><td></td></tr><tr><td></td><td>66.6% x 20 = 13.3</td><td>80% x 20 = 16</td><td></td></tr><tr><td>Points Award</td><td>13</td><td>16</td><td>20</td></tr></table>	Example:	Score A	Score B	Score C	Vendor Proposed Fee in Basis Points	30	25	20	Weighted Score	80%	80%	100%	% Maximum Score	20 divided by 30 = 66.6%	20 divided by 25 = 80%			66.6% x 20 = 13.3	80% x 20 = 16		Points Award	13	16	20	20
Example:	Score A	Score B	Score C																						
Vendor Proposed Fee in Basis Points	30	25	20																						
Weighted Score	80%	80%	100%																						
% Maximum Score	20 divided by 30 = 66.6%	20 divided by 25 = 80%																							
	66.6% x 20 = 13.3	80% x 20 = 16																							
Points Award	13	16	20																						
<b>Total Score</b>	100																								

### 6.3 **NEGOTIATIONS.**

The District will advise the selected Respondent(s) of any selected service or product and will commence negotiations. The District reserves the right to negotiate with the highest ranked Respondent individually or to conduct concurrent negotiations with selected Respondents. If negotiations take place with more than one Respondent, the District reserves the right, if it is in the best interest of the District, to share with each selected Respondent information pertaining to the negotiations with the other selected Respondent(s). Upon completion of the negotiations, the District may request the Respondent(s) to provide the District with its Best and Final Offer (BAFO). If the District initially elects to negotiate with only the highest ranked Respondent, the District reserves the right to commence negotiations with the other selected Respondent(s) in accordance with the process set forth herein.

Pursuant to section 286.0113, Florida Statutes, negotiations are exempt from section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. A complete recording shall be made of an exempt meeting. No portion of the exempt meeting may be held off the record.

#### **6.4 FINAL SELECTION.**

Following negotiations, the Evaluation Committee will hold a public meeting to review the BAFOs. The public meeting shall take place at 2:00 p.m. on October 15, 2024, at the Southwest Florida Water Management District, Brooksville Headquarters, Brooksville, Florida 34604-6899. The BAFOs that are determined by the Evaluation Committee to be the best value to the District in accordance with the Evaluation Criteria set forth in Section 6.2 will be provided to the District's Executive Director for review and approval. The District may award a contract to one or more Respondent.

The District anticipates that on, or shortly after October 22, 2024, the Notice of Intended Decision will be posted on the District's web site <http://www.watermatters.org/procurement>, and [www.demandstar.com](http://www.demandstar.com).

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**ATTACHMENT 1  
FEE SCHEDULE  
FOR  
ITN 23-4194 DEFERRED COMPENSATION 457(b) AND  
ROTH PLAN ADMINISTRATION**

Respondent shall provide their all-inclusive fee for services in Basis Points on all variable assets.

When plan assets reach a threshold (to be provided below by Respondent below) in all deferred compensation plans maintained by the Financial Investment Vendor for the District, the Respondent will provide a reduced fee in Basis Point, if applicable.

This fee shall be inclusive of all services offered by the Financial Investment Vendor to the District, including, but not limited to, all out-of-pocket expenses such as travel and printing costs.

FEE SCHEDULE		
ITEM #	DESCRIPTION	TOTAL BASIS POINTS
1	Fee in Basis Points	_____
2	Fee in Basis Points if Total Plan Assets Exceed \$ _____	_____

The remainder of this page has been intentionally left blank.

**ATTACHMENT 2  
REFERENCE FORM  
FOR  
ITN 23-4194 DEFERRED COMPENSATION 457(b) AND  
ROTH PLAN ADMINISTRATION  
(Use one page per reference.)**

The Respondent must provide a minimum of three references who can verify the Respondent's qualifications and past performance record on projects that meet the following requirements:

- The reference must come from public entity sources other than the District.
- The reference must have a minimum of 500 employees.
- The reference must have been a client within the last three years immediately preceding the response due date.

**Part 1: Respondent's Name:**

Respondent's Name: \_\_\_\_\_

**Part 2: Reference Provider Information:**

Reference Business Name: \_\_\_\_\_

Reference Business Owner's Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Contact Person's Title: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

**Part 3: Service Details Performed by Respondent:**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Respondent's Project Manager Name: \_\_\_\_\_

Respondent's License Holder Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Service Commenced: \_\_\_\_\_

Date of Service Completion: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Involvement of the Respondent's team (list their names and roles on the referenced service):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
ITN 23-4194 DEFERRED COMPENSATION 457(b) AND  
ROTH PLAN ADMINISTRATION**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

\_\_\_\_\_  
(print individual's name and title)

for

\_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.**

RESPONDENT: \_\_\_\_\_  
(Signature) Date

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

by \_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of

the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_ Commission No: \_\_\_\_\_

My Notary Commission Seal:

**ITN 23-4194 DEFERRED COMPENSATION 457(b) AND ROTH PLAN ADMINISTRATION**

The Bidder certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace.
  - 2.2 The Bidder's policy of maintaining a drug-free workplace.
  - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
  - 4.1 Abide by the terms of the statement.
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every federal agency on whose activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative Date



**FIGURE 1**  
**ORGANIZATION AND EXPERIENCE QUESTIONNAIRE**  
**FOR**  
**ITN 23-4194 DEFERRED COMPENSATION 457(b) AND**  
**ROTH PLAN ADMINISTRATION**

1. Please provide the name(s), title(s), address(es), e-mail address, and telephone of the individual(s) responsible for responding to this questionnaire.

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2. Briefly describe your firm's history, organizational, and ownership structure and services offered. Attach a chart showing the current ownership structure including any parent, affiliated, and/or subsidiary company, and any business partners or any joint venture relationships.

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3. Provide an overall description of your firm's recordkeeping/administrative operations and system. Do you use third party firms to assist with defined contribution services? If yes, please indicate the firm, how long you have used this third-party firm, and the nature of the services provided (exclude investment alliances). How long has your firm been providing plan recordkeeping services? How long has your firm been using your current recordkeeping system? How long has your firm offered a full-service solution to your clients?

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4. Describe your staff, including size, level of experience, training and education, and turnover rates on average over the past three years.

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5. Please describe in detail how the team servicing the District will be constructed (existing team, members taken from other teams, new employees...)? What is the length of service of the members who will be assigned? How many other accounts will this team service? Will a conversion specialist be part of the team? Will he/she remain with the team? Will communication consultants be assigned to this team? What are we asking for here/what does it mean exactly?

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6. Will there be any subcontractors working on behalf of your firm in the services provided to the District?

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7. Indicate how many years your company has been active in the defined contribution area, i.e., providing recordkeeping and administrative services to 457(b) plans. (Indicate the period of time for each service, if different, such as investment management for X years, recordkeeping for Y years, trustee services for Z years.)

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8. Have there been any changes in your organizational structure in the last two years? Do you anticipate any significant changes in your organization, systems or service offerings within the next two years? If so, explain.

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9. What distinguishes your organization from others we might contact? What do you consider to be your three major strengths?

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10. How many defined contributions and 457(b) plans do you currently administer in the following categories:

Number of Employees	# of 457(b) Plans	# of Roth Plans
<i>Under 100</i>		
<i>100-499</i>		
<i>500-999</i>		
<i>1,000-4,999</i>		
<i>Over 5,000</i>		
<b>Total:</b>		

11. Of the clients that have 500-999 participants in question 10, how many are full-service clients (i.e., recordkeeping/administration, Voice Response, Service Center, Internet, communication/education, investment management and trustee services)?

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12. How many municipalities or other governmental organizations do you have as clients? How many of these are full service? How many are located in Florida?

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13. How many governmental 457(b) plans do you service? How many of these have between 500-999 participants? How many of these are full service?

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14. How many governmental defined contribution plans qualified under Internal Revenue Code Section 457(b) plans do you service? How many of these have between 500-999 participants? How many of these are full service?

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15. Provide at least three governmental references, preferably from municipalities with full-service plans of similar size to the District's plans. At least one reference should be a client with both a 457(b) plan section of the Internal Revenue Code. Please provide client name, contact name, title, address, telephone number, type of plan, date of implementation and number of participants for each reference.

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16. How many governmental clients have you lost in the past two years? Provide at least three former clients lost in the past two years for reasons other than mergers or acquisitions. If possible, at least one should be a municipality. Please provide client name, contact name, title, address, telephone number, type of plan, year of implementation and number of participants for each reference.

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17. Has your firm been involved in any litigation or informal claims or demands involving recordkeeping or any of the services being requested as part of this ITN? Has your firm been subject to any IRS/DOL/SEC or other regulatory audits in the past five years? If yes, please explain.

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18. What level of fiduciary responsibility does your organization assume with respect to the plans you administer?

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19. Describe at least two recent situations that you believe best illustrate your dedication to superior client service (i.e. demonstrate how your organization, representative, or a client team went above and beyond the normal course of business to meet a client's or participant's need.

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