TARRANT COUNTY

HOSPITAL DISTRICT d/b/a

JPS HEALTH NETWORK

REQUEST FOR PROPOSAL #2020875028

Retirement Plan Recordkeeper

The Tarrant County Hospital District d/b/a JPS Health Network (hereinafter referred to as the “District”) is seeking to solicit proposals for the provision of retirement plan recordkeeper services for the District.

**The District will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this RFP. NO EXCEPTIONS WILL BE MADE, even if you are a current or prior vendor for the District. The contract awarded, if any, under and pursuant to this RFP shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.**

Release Date: 10-22-2020

Response Deadline: 11-19-2020, 2:00 p.m. CST

1. **INTRODUCTION AND OVERVIEW**

The District desires to award a contract or contracts based upon vendor proposals (“RFP Response(s)”) to this Request for Proposal (“RFP”). The District is soliciting vendor proposals from vendors capable of supplying the District with Retirement Plan Recordkeeper Services (the “Service”), as set forth and specified herein (See Exhibit “A”, Service Specifications, attached hereto and incorporated herein for all purposes). All RFP Responses must be delivered to the District by the date and time, and in the manner specified in Section II hereof to be considered an RFP Response by the District. It is the sole responsibility of the vendor submitting an RFP Response (“Respondent”) to ensure that its RFP Response is delivered to the proper location on time and in the manner set forth herein.

An RFP Response does not commit the District to accept such RFP Response or to award a contract based on any RFP Response (“Contract Award”) merely because an RFP Response may propose the lowest price for the Service. The District expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Service pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. This RFP is not an order and does not commit the District to pay for any costs incurred by the prospective vendor in the preparation or submission of the RFP or in the procurement of the Service. Any RFP Response accompanied by terms and conditions that conflict with this RFP may be rejected by the District.

The District reserves the right to reject any or all RFP Responses and to issue a Contract Award or not to issue a Contract Award based solely on the RFP Responses received by the District in response to this RFP. However, prior to making any award hereunder, the District also reserves the right to engage in additional discussions with one or more of the vendors responding to this RFP.

Any prospective Respondent may request an explanation or interpretation of any portion of this RFP by complying with the request procedure described in Section III B below. The responses, if any, of the District to such requests are subject to and will be in the form of amendment to the RFP and will comply with the provisions of Section III B below. The District may elect not to respond to any or all such requests received from prospective Respondents.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law as Historically Underutilized Businesses (“HUBs”), Small Minority and Women Owned Business Enterprises (“SMWBEs”), and Individuals with Disabilities and Service-Disabled Veterans Owned Business Enterprises (“DOBEs”). HUBs, SMWBEs, and DOBEs are referred to herein as Disadvantaged Business Enterprises (“DBEs”). The District establishes a **25%** good faith target goal. The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as DBEs. Prior to the District’s consideration of a Respondent’s RFP Response each Respondent is required to and shall register as a vendor in the District’s online “JPS Procurement System” (located on the District’s Website at: <https://jpshealth.gob2g.com>). Prior to the Contract Award a Respondent’s good faith efforts to utilize DBE subcontractors and vendors in its business transactions shall be part of the criteria under which the vendor proposals will be considered. Each Respondent will be required to show in its RFP Response its historical efforts to utilize DBE subcontractors and vendors in its business transactions (See Article II, Section A.2 herein).

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2252.908**

Texas Government Code Section 2252.908 (“Section 2252.908”) states that a governmental entity or state agency ***may not*** enter into certain contracts with a business entity unless the business entity submits Form 1295, a disclosure of interested parties, to the governmental entity or state agency ***at the time the business entity submits the signed contract to the governmental entity or state agency***.  Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria:

1. the contract requires a vote of the governing body of the Texas governmental entity, or

2. the contract has a contractual value of at least $1 Million.

The Texas Ethics Commission has adopted a Certificate of Interested Parties form (“Form 1295”) and has made it available on the TEC website.

In 2017 Section 2252.908 was amended to provide that the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018:

1. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

2. a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or

3. a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code.

In the event a Contract Award is issued pursuant to this RFP, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908, Texas Government Code, and the Chapter 46 Rules of the TEC, prior to entry into a contract with the District for the sale of the Product or provision of the Service to the District. The TEC has posted a video tutorial to its website for business entity filings of Form 1295. The TEC video provides step-by-step tutorials for creating login accounts for the business entity for completing and filing Form 1295. The TEC video tutorials can be viewed on its website at:

<https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

The TEC’s FAQs are posted on its website at:

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2271.001 et seq.**

In 2017 Texas Government Code Section 2271.001 et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott Israel, and (ii) the company will not boycott Israel during the term of the contract. For the purposes of this RFP and any Contract Award pursuant to this RFP, and in compliance with the Texas Government Code, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section 2271.001 et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2252.151 et seq.**

In 2017 Texas Government Code Chapter 2252 was amended by adding Sections 2252.151 et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. For the purposes of this RFP and any Contract Award: (i) “scrutinized business operations in Sudan” shall have the meaning ascribed to that term as set forth in Section 2270.0001 et seq. of the Texas Government Code; (ii) “scrutinized business operations in Iran” shall have the meaning ascribed to that term as set forth in Section 2270.0101 et seq. of the Texas Government Code; and (iii) “scrutinized business operations with designated foreign terrorist organizations” shall have the meaning ascribed to that term as set forth in Section 2270.0151 et seq. of the Texas Government Code. Respondent’s signature affixed to the attached Exhibit “B” shall be deemed to be the Respondent’s certification to the District that the Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations.

**EACH RESPONDENT ACKNOWLEDGES THAT THE DISTRICT IS A GOVERNMENTAL BODY OPERATING UNDER AND SUBJECT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT (“TPIA”) (CHAPTER 552 OF THE TEXAS GOVERNMENT CODE) AND THEREBY ACKNOWLEDGES THAT INFORMATION THAT IS COLLECTED, ASSEMBLED, OR MAINTAINED IN CONNECTION WITH THE TRANSACTION OF OFFICIAL BUSINESS BY A GOVERNMENTAL BODY IS CONSIDERED PUBLIC INFORMATION POTENTIALLY SUBJECT TO DISCLOSURE PURSUANT TO A VALID TPIA REQUEST AND HEREBY ASSUMES FULL RESPONSIBILITY AND ALL COSTS FOR CHALLENGING ANY REQUESTS FOR INFORMATION IT CONSIDERS CONFIDENTIAL UNDER THE TPIA.**  **RESPONDENTS SHOULD CONSULT THE ATTORNEY GENERAL’S WEB SITE (**[**WWW.OAG.STATE.TX.US**](http://WWW.OAG.STATE.TX.US)**) FOR INFORMATION CONCERNING THE APPLICATION OF THE PROVISIONS OF THE TPIA TO PROPOSALS AND PROPRIETARY VENDOR INFORMATION.**

**II. RFP RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION**

**A. Preparation of RFP Response.**

### **1.** Each Respondent should carefullyexamine and familiarize itself with this RFP and all exhibits, drawings, specifications, and instructions regarding the Product/Services included in this RFP (collectively, the “RFP Documents”). Each Respondent, by submitting an RFP Proposal, represents that Respondent has read and understands this RFP and the drawings, exhibits attached to this RFP.

### **2.** Each RFP Response shall be fully completed, shall contain all the information required from the Respondent by this RFP, including the Vendor Certification Form attached hereto as **Exhibit “D”** (“Required Information”), and shall be signed and executed, on the Signature Form attached hereto as **Exhibit “B”** by an officer or other authorized representative of the Respondent. Each page of an RFP Response shall contain the company name of the Respondent. A Respondent’s failure to provide any of the Required Information in its RFP Response, or the failure of the RFP Response to contain the signature of Respondent’s officer or other duly authorized representative, may result in the District’s disqualification of such RFP Response. The Required Information shall include detailed information regarding the Respondent’s historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its RFP Response.

### **3.** Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its RFP Response. Unless otherwise designated by Respondent and agreed by the District, the RFP Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any RFP Response (“Submitted Materials”) will, immediately upon submission, become the property of the District. After the date upon which the final vendor is selected (See Section III.A hereof) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.

### **4.** The District does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting an RFP Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate District personnel and consultants involved in this RFP process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with an RFP Response.

### **5.** The District reserves the right to modify and/or supplement this RFP by amendment issued by the District prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same District internet site where this RFP is kept available for solicitation of RFP Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.

### **6**. The District reserves the right to withdraw this RFP, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this RFP shall be effective upon the District’s issuance of written notice posted on-line at the same District internet site where this RFP is kept available for solicitation of RFP Responses, which notice may also be sent by the District to the prospective Respondents in any manner deemed reasonable by the District**.**

**B. Form of Contract.**

### Any Respondent awarded a contract with the District for the purchase and sale of the products and/or services pursuant to this RFP shall be required to execute an agreement between the Respondent and the District which shall in all material respects contain the terms and conditions set forth in **Exhibit “C”** (the “**Contract Terms**”), which is attached hereto and incorporated herein for all purposes. The District will not agree to change the Contract Terms except under unusual circumstances approved in the sole discretion of the District and its legal counsel. The District will entertain changes to the Contract Terms to the limited extent required to conform the unique terms of the Response to the Contract Terms (e.g., unique payment provisions, terms and conditions). The District reserves the right to approve or reject any proposed changes to the Contract Terms submitted by Respondents.

### **IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT TERMS THE RESPONDENT MUST DO SO BY COMPLETING THE “VENDOR’S PROPOSED AMENDMENT” SET FORTH ON EXHIBIT “F” TO THIS RFP SHOWING ALL THE RESPONDENT-PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT TERMS (WHICH MAY BE DONE BY INCLUDING A REDLINE OF THE CONTRACT TERMS). A RESPONDENT’S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN ON THE VENDOR’S PROPOSED AMENDMENT MAY RESULT IN THE DISTRICT’S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.**

Respondents may not request additional changes to the Contract Terms after the RFP Response has been submitted to the District, nor will the District agree to negotiate any requested changes to the Contract Terms which are not included with the RFP Response in the manner and form set forth above in this section II.B and in Exhibit “F”.

**C**. **Submission of RFP Responses.**

### **1.** All RFP Responses shall be submitted to the District as follows:

1. **All RFP submissions must be sent electronically to** [**Bid\_submissions@jpshealth.org**](mailto:Bid_submissions@jpshealth.org). The proposal must be submitted in a format that preserves graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software.
2. An attempted award will be deemed invalid if the Respondent, upon award of a contract (if ever), is not registered with **JPS Vendor Credentialing System** ([www.Symplr.com](http://www.Symplr.com)) or is not in compliance with the District’s requirements for vendor credentialing.
3. To be considered, the body of the email containing the RFP Response must state the following: (i) the name and address of the Respondent, (ii) the Response Deadline, and (iii) the RFP number. **Please put the RFP number and description in your email subject line.**
4. Unless otherwise expressly provided in this RFP or in any amendment to this RFP, no Respondent shall modify or cancel the RFP Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw RFP Proposals at any time before the RFP Proposals are opened by the District, but may not resubmit them. No RFP Proposal may be withdrawn or modified after the RFP Proposal deadline
5. RFP Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interest of the District.
6. The Respondent acknowledges the right of the District to reject any or all RFP Responses and to waive any informality or irregularity in any RFP Response received. In addition, the District reserves the right to reject any RFP Response if the Respondent failed to submit the data, information or documents required by this RFP, or if the RFP Proposal is any way incomplete or irregular.
7. Failure to follow the instructions regarding the submission of RFP Responses may result in the District’s disqualification of such RFP Responses.

### **2.** RFP Responses are due on or before **11-19-2020, 2:00 p.m. CST (“Response Deadline”).** The Response Deadline may be extended by the District upon amendment to this RFP issued prior to the then-existing Response Deadline. RFP Responses are not scheduled for public opening. No telephone, telephonic, or FAX RFP Responses will be accepted. The District will not be responsible for missing, lost, or late deliveries. **RFP** **Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances**.

### **3.** Each RFP Response shall contain the completed form entitled, “Vendor Certification Form” set forth on **Exhibit “D”** which is attached hereto and incorporated herein for all purposes.

**4.** Each RFP Response shall contain the completed form entitled “Conflict of Interest Questionnaire” set forth on **Exhibit “E”** which is attached hereto and incorporated herein for all purposes, and shall return the Conflict of Interest Questionnaire with its RFP Response.

## III. RFP SCHEDULE AND RELATED INFORMATION

## A. Estimated Schedule

|  |  |
| --- | --- |
| Milestone | Date |
| Request for Proposal Issued | **10-22-2020** |
| Questions submitted by Respondents | **11-4-2020, 2:00 p.m. CST** |
| Pre-Proposal Conference | **No Pre-proposal Conference** |
| Response Deadline and Time for Submission of RFP Proposals | **11-19-2020, 2:00 p.m. CST** |
| RFP Evaluation Period | **TBD** |

**1. Pre-Proposal Conference**. No Pre-Proposal Conference will be conducted.

**2.** **Milestone Dates.** Milestone Dates are estimated for planning purposes only and are subject to change.

## B. District RFP Contact

Respondents may, in the manner prescribed herein, present requests (“Submission Questions”) for an explanation, clarification or interpretation of the (Service Specifications in this RFP) and/or other requirements for submission of RFP Responses to the RFP Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed tothe RFP Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this RFP that are the subject of such Submission Questions. The final date and time to submit Submission Questions **is 11-4-2020, 2:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the District is the sole responsibility of the Respondent. The District may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the District to answer or respond to any Submission Question will not affect, in any way, this RFP. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the District shall be effective unless and until it is issued by the District in writing in the form of one or more addenda to the RFP, and has been posted to the District’s RFP website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the RFP up to the Response Deadline. Prospective vendors are advised that no District employee other than the RFP Contact is empowered to make binding statements regarding this RFP, and no statements, clarifications, or corrections regarding this RFP are valid or binding on the District except those issued in writing by the RFP Contact as addenda to the RFP.

**Contact regarding this RFP between Respondents and the District, including contact with the District’s consultant, other than in the manner described and set forth in this Section II.B, during the RFP proposal submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the District or the RFP Contact may result in disqualification of its RFP Response.**

The RFP Contact is:

Haley Humphrey, Contracts Administrator

Contract Management Department

JPS Health Network

JPS Professional Office Complex

1350 S. Main St., Ste 1350 (1st floor)

Fort Worth, TX 76104

Email: [Bid\_Submissions@jpshealth.org](mailto:Bid_Submissions@jpshealth.org)

District’s RFB/RFP website link: <https://www.jpshealthnet.org/vendors/open-rfpsrfbsrfqs>

Exhibit “A”

Service Specifications

1. **INTRODUCTION**

The District is requesting proposals from qualified vendors to provide retirement plan recordkeeping and administration services. The professional services solicited may include, but are not limited to, the following bundled administrative services: custodial trustee, administrative, recordkeeping, participant education, enrollment, and regulatory support for the plans.

The primary objectives of the RFP review and selection process will be to:

* Control participant expenses
* Enhance the participant experience
* Provide high-quality on-site and web-based education services
* Maintain a best of class investment offering

Recognizing that investments will be subject to Participant choice; important consideration will include Participant education and communication services as well as web-based tools in the evaluation of Proposers. Any changes to the fund menu are not within Scope of Services in this Request for Proposal and will remain the sole discretion of the District).

Final selection will be determined based on a qualified proposing firm's ability to best meet the District’s desire for comprehensive participant planning tools and education, competitive fees, and other factors being considered, on an open architecture investment platform.

AndCo Consulting currently serves as independent plan consultants to the District's 457(b), 403(b), and 401(a) as it relates to the investments and other fiduciary support and acts solely in this capacity.

1. **BACKGROUND**

JPS Health Network, Tarrant County’s public healthcare provider, is a tax-supported entity and includes John Peter Smith Hospital, JPS Surgical Center, a network of community and school-based health centers, and psychiatric services. A Level I Trauma Center, JPS is licensed for 578 beds with over 1 million patient encounters per year. JPS has the only Psychiatric Emergency Center in Tarrant County and an inpatient psychiatric hospital for adolescents and adults. With more than 40 primary and specialty health centers (19 at public schools), JPS serves patients throughout the community. JPS has a Level III NICU where more than 4,300 babies are born each year. As a Comprehensive Level I Stroke Center and an AMI Certified facility by The Joint Commission, JPS provides the best possible care for heart attack and stroke patients. An academic medical center, JPS has 17 residency and fellowship programs, including one of the nation’s largest Family Medicine residency programs. JPS takes pride in teaching the best and brightest from around the world and offers programs in several different specialties.

The District sponsors a 401(a), 403(b), and 457(b) plan. These plans are not subject to ERISA due the District’s dual status, both as a governmental entity and as a nonprofit organization. Combined plans assets are equal to approximately $247.8 million, and are distributed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Plan Name (as of 2/10/16)** | **# of Parts** | **Assets** | **Loans** |
| **JPS Health Network** | | | |
| JPS Health Network Supplemental Retirement Plan (401(a)) | Active: 6277  Systematic Payout: 0  Termed w/ Balance: 1188 | $67,233,985 | $811,815 |
| JPS Health Network Tax Deferred Annuity Plan (403(b)) | Active: 4109  Systematic Payout: 2  Termed w/ Balance: 1224 | $155,942,457 | $3,409,182 |
| JPS Health Network 457 Plan (457(b)) | Active: 557  Systematic Payout: 1  Termed w/ Balance: 96 | $24,671,179 | $0 |

Eligible employees are permitted to enroll in the JPS 403(b) & 457(b) plans on an opt-in basis. Additionally, full-time employees who work 30 or more hours per week receive matching contributions in the 401(a) plan. The current match formula is 50% of contributions up to 4% of eligible compensation. These contributions are subject to a 5-year graded vesting schedule. For those hired after September 30, 2020, a new matching formula of dollar for dollar up to first 5% of base pay with a 3 year cliff vesting schedule will be in place.

**Changes & Considerations**

The District is considering the following changes to the plan design:

* The District currently engages external Counsel to prepare and maintain custom Plan Documents for each plan. It is the Committee’s desire to move to a Prototype or Volume Submitter arrangement maintained by the plan administrator/recordkeeper.
* The District’s payroll systems do not permit both dollar basis and percentage basis to be used in determining Participant deferral amounts. At this time, Participants are permitted to make deferral elections in dollar basis. It is the District’s desire to move to allow only percentage based deferral elections in the near future.

1. **PROJECT SCOPE**

The firm selected will be required to provide the services described below as minimum deliverables:

1. Participation by the Recordkeeper at all quarterly meetings will be required. The Recordkeeper will provide an update on status of the investments held by the plans, financial results, plan statistics, and other relevant topics to be disclosed to the Committee.  Ad hoc meetings will be held when necessary, at the request of the committee or advisor with mutual consent.
2. With the support and assistance of Human Resources & Benefits staff, formulate on-going & targeted communication & education strategies, enrollment outreach & plan promotion efforts throughout the year.
3. Provide JPS with information required to comply with Internal Revenue Service and Department of Labor reporting requirements for the various plans.
4. Provide JPS with legislative, regulatory and industry updates to provide fiduciary stewardship and to assist in meeting all compliance requirements.
5. Provide general benchmarking information related to plan design, best practices, etc., segmenting by specific industry sector, competitor landscape and/ or relevant survey results.

**Additional Information**

Please note that in addition to the group contracts maintained by the District, there is a second group of accounts, hereby referenced as “Legacy Contracts”. These are individual maintained variable annuity contracts between the Participants and Voya. These contracts may have active surrender schedules. Any decisions to transfer these contracts are borne by the individual contract holders, so it is unlikely that these assets will transfer as part of any decision to change service providers.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Legacy Contracts** | **# of Parts** | **Assets** |  |  |
| **JPS Health Network** | | | | |
| 401(a) | 25 | $102,746 |  |  |
| 403(b) | 206 | $3,121,990 |  |  |
| **Acclaim Physicians Group** | | | | |
| 401(a) | 1 | $40,915 |  |  |
| 403(b) | 5 | $$38,987 |  |  |

1. **MINIMUM REQUIREMENTS**

Please confirm whether your firm meets the following minimum requirements and positively affirm their compliance by writing “Confirmed” following each statement.

1. Proposer must be a direct provider currently engaged in the business of providing bundled administrative services of the nature described in this RFP including recordkeeping, plan administration, and participant education services.
2. Proposer, after considering the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Proposer must have been in defined contribution recordkeeping and plan administration business for a minimum of ten years.
3. Proposer currently provides plan administration, recordkeeping and education services to a minimum of $10 billion in Defined Contribution plan assets, which includes the total assets from 401(k), 457(b), 401(a), 403(b), profit sharing and Taft-Hartley defined contribution plans.
4. Proposer currently provides plan administration, recordkeeping and education services to a minimum of one million participants in Defined Contribution plans, which includes participants in 401(k), 457(b), 401(a), 403(b), profit sharing and Taft-Hartley defined contribution plans.
5. Proposer currently provides similar plan administration, recordkeeping and education services to at least three other 403(b) plans of similar participant and plan asset size to the District.
6. Proposer will provide an “open architecture” investment platform that can administer investment option including mutual funds, CIT’s, or any other investment option permissible under plan rules. Note: The final investment lineup will be determined by the District independent of this project.
7. Proposer warrants that no revenue based on this Plan or its assets will be paid to any third party that does not provide direct and previously disclosed services to this Plan.
8. Proposer warrants that any revenue received by it from investments or services made available to the Plan from any source in excess of the quoted price to provide the requested services in this contract shall be returned to the Plan or Plan participants.
9. Proposer warrants that any expense to implement changes or enhancements to the program occasioned by changes to federal and/or state law is borne solely by the firm.
10. Proposer will supply the District with an annual 408(b)2 comparable plan sponsor level fee disclosure statement included in the total bid pricing.
11. Proposer warrants that this proposal meets all federal and state regulatory requirements governing such programs. Proposer shall provide the District all required, reasonable and necessary plan documents and maintain them throughout the contract term. Proposer is responsible for satisfying any regulatory reporting requirement throughout the contract term.
12. Proposer shall establish and maintain individual participant account records and calculate daily valuations of account balances through a secure administrative system. The system must also correctly and immediately allocate contributions and balances to the selected investment products upon receipt of a valid directive to do so.
13. Proposer warrants that it maintains an emergency preparedness/disaster plan that assures the continuity of operations in the event of an emergency and that such plan has been successfully tested within the twelve months preceding the release of this RFP.
14. Proposer shall administer all applications for benefit payments, distribute benefits within three (3) business days of the receipt of all necessary information, compute and deduct all required federal and state taxes, and furnish tax reporting forms to all beneficiaries with copies to all appropriate regulatory authorities.
15. The District disclosed the payroll provider or system in the "Plan Details". Confirm how your system will integrate with this payroll system. Please note any additional time needed to integrate with these systems. Is there a notification for the payroll contribution date?
16. **FIRM EXPERIENCE AND QUALIFICATIONS**
17. What are the total number of defined contribution participants that are on your recordkeeping system?
18. What are the total assets of defined contribution participants on your recordkeeping system?
19. What is the breakdown of the number of clients you service by plan type and as a percentage of your total business as of 9/30/2020?

|  |  |  |
| --- | --- | --- |
| Type | # of plans | % of plans |
| 401(k) |  |  |
| 457(b) |  |  |
| 401(a) |  |  |
| 403(b) |  |  |
| Taft-Hartley |  |  |
| Total |  |  |

1. Please provide a summary of Defined Contribution clients in the tables below as of 9/30/2020:

|  |  |  |
| --- | --- | --- |
| Number of Employees | Number of Plans | % of Total DC Assets |
| Under 100 |  |  |
| 100-499 |  |  |
| 500-999 |  |  |
| 1,000-4,999 |  |  |
| Over 5,000 |  |  |
| Total |  |  |

|  |  |  |
| --- | --- | --- |
| Assets (in millions) | Number of Plans | % of Total DC Assets |
| $0-$10M |  |  |
| $10-$25M |  |  |
| $25-$100M |  |  |
| $100-$250M |  |  |
| $250-$500M |  |  |
| $500M+ |  |  |
| Total |  |  |

1. Please provide a summary of Governmental 457(b) clients in the tables below as of 9/30/2020:

|  |  |  |
| --- | --- | --- |
| Number of Employees | Number of Plans | % of Total DC Assets |
| Under 100 |  |  |
| 100-499 |  |  |
| 500-999 |  |  |
| 1,000-4,999 |  |  |
| Over 5,000 |  |  |
| Total |  |  |

|  |  |  |
| --- | --- | --- |
| Assets (in millions) | Number of Plans | % of Total DC Assets |
| $0-$10M |  |  |
| $10-$25M |  |  |
| $25-$100M |  |  |
| $100-$250M |  |  |
| $250-$500M |  |  |
| $500M+ |  |  |
| Total |  |  |

1. Complete the following table for your Defined Contribution Clients:

|  |  |  |  |
| --- | --- | --- | --- |
| Year | # of Clients Gained | # of Clients Lost | Annual Retention Rate |
| 2020 YTD |  |  | n/a |
| 2019 |  |  |  |
| 2018 |  |  |  |
| 2017 |  |  |  |
| 2016 |  |  |  |
| 2015 |  |  |  |

1. Complete the following table for your Governmental 457(b) Clients:

|  |  |  |  |
| --- | --- | --- | --- |
| Year | # of Clients Gained | # of Clients Lost | Annual Retention Rate |
| 2020 YTD |  |  | n/a |
| 2019 |  |  |  |
| 2018 |  |  |  |
| 2017 |  |  |  |
| 2016 |  |  |  |
| 2015 |  |  |  |

1. Complete the following table for your Governmental 403(b) Clients:

|  |  |  |  |
| --- | --- | --- | --- |
| Year | # of Clients Gained | # of Clients Lost | Annual Retention Rate |
| 2020 YTD |  |  | n/a |
| 2019 |  |  |  |
| 2018 |  |  |  |
| 2017 |  |  |  |
| 2016 |  |  |  |
| 2015 |  |  |  |

1. Please list the number of people your firm employs in the following functional areas:

|  |  |
| --- | --- |
| Functional Area | Number of Employees |
| Plan Recordkeeping/Administration |  |
| Client Services |  |
| Participant Education & Communications |  |
| Compliance, Legal, & Regulatory |  |
| Participant Call Center |  |
| IT Systems |  |
| Implementation and Conversion |  |
| Other |  |
| Total |  |

1. Please list the number of people your firm employs in the following functional areas that serve Governmental 457(b) Clients:

|  |  |
| --- | --- |
| Functional Area | Number of Employees |
| Plan Recordkeeping/Administration |  |
| Client Services |  |
| Participant Education & Communications |  |
| Compliance, Legal, & Regulatory |  |
| Participant Call Center |  |
| IT Systems |  |
| Implementation and Conversion |  |
| Other |  |
| Total |  |

1. Please list the number of people your firm employs in the following functional areas that serve Governmental 403(b) Clients:

|  |  |
| --- | --- |
| Functional Area | Number of Employees |
| Plan Recordkeeping/Administration |  |
| Client Services |  |
| Participant Education & Communications |  |
| Compliance, Legal, & Regulatory |  |
| Participant Call Center |  |
| IT Systems |  |
| Implementation and Conversion |  |
| Other |  |
| Total |  |

1. What are the top five revenue sources that support your recordkeeping services?

|  |  |
| --- | --- |
| Please provide the following sources of revenue by a % of your total revenue. | Percentage (%) |
| Recordkeeping Fees |  |
| Participant Transaction Fees |  |
| Investment Fees |  |
| Managed Accounts |  |
| Proprietary Investments |  |
| Total |  |

1. **ASSIGNED SERVICE TEAM EXPERIENCE AND QUALIFICATIONS**
2. Please provide the information below for the appropriate team members who will be assigned to this relationship.
   1. Relationship Manager (Primary Contact)
   2. Firm tenure
   3. Industry tenure
   4. Location
   5. Applicable designations, licenses, and education
   6. How many clients are currently managed by the proposed Relationship Manager?
   7. Will the Relationship Manager receive compensation based on moving participant assets to proprietary products or services? (Yes/No)
   8. If your firm responded "Yes" to the prior question, what are the sales targets and compensation?
3. Please provide the information below for the appropriate team members who will be assigned to this relationship.
   1. Account Manager (Internal Contact)
   2. Firm tenure
   3. Industry tenure
   4. Location
   5. Applicable designations, licenses, and education
   6. How many clients are currently managed by the proposed Account Manager?
   7. Will the Account Manager receive compensation based on moving participant assets to proprietary products or services? (Yes/No)
   8. If your firm responded "Yes" to the prior question, what are the sales targets and compensation?
4. Please provide the information below for the appropriate team members who will be assigned to this relationship.
   1. Education Representative:
   2. Firm tenure
   3. Industry tenure
   4. Location
   5. Applicable designations, licenses, and education
   6. How many clients are currently managed by the proposed Educational Representative?
   7. Will the Educational Representative receive compensation based on moving participant assets to proprietary products or services? (Yes/No)
   8. If your firm responded "Yes" to the prior question, what are the sales targets and compensation?
5. Are your education specialists employed solely by your firm? If no, please provide details.
6. **PLAN SPONSOR SERVICES**
7. Provide a link to a demo plan sponsor website with login and password.

Website:

Login:

Password:

Security Codes:

1. Can plan sponsor web portal access be managed and administered by the plan sponsor?
2. Can your website be customize and to what level of customization is available?
3. Can your firm assume the administration of existing loans?
4. While we do not foresee the need for a custom plan document at this time, in the future is your firm willing and able to draft a custom plan document? If so, what are the additional related costs?
5. What is the maximum amount of money paid out annually for missing the service guarantees? Please include an attachment for specific guarantees.
6. Please confirm that the Plan Sponsor can outsource the following services. (Y/N)

|  |  |
| --- | --- |
| Service | (Y/N) |
| Approve outgoing rollover distributions: |  |
| Approve incoming rollover contributions: |  |
| DRO determination: |  |
| QDRO approval and processing: |  |
| Approve in-service non-hardship withdrawal approvals: |  |
| Approve of in-service hardship withdrawal approvals: |  |
| Approve unforeseeable emergency: withdrawals: |  |
| Process Loan repayment via payroll: |  |
| Process Loan repayment via ACH: |  |

1. **PARTICIPANT SERVICES, EXPERIENCE, AND EDUCATION**
2. Provide a link to a demo plan sponsor website with login and password.

Website:

Login:

Password:

Security Codes:

1. List the hours where live operator assistance is available through your Voice Response Unit (“VRU”).
2. Indicate the percentage of abandoned calls to your Voice VRU:

a. YTD from 1/120

b.From 1/1/19 through 12/31/19:

c. From 1/1/18 through 12/31/18:

d. From 1/1/17 through 12/31/17:

d. Quarterly average from 1/1/17 through 12/31/19:

1. If call center related issues occur, are you able to share a transcript or digital recording of the call with the District to address quality control issues?
2. Are your call center representatives licensed? If so, what license do they carry?
3. Who is the custodian of the SDBA?
4. Does your firm limit the amount that the Participant can direct into and out of their SDBA?
5. Confirm the Participant can complete the following services or access the information through the Participant web portal or application: (Y/N)

|  |  |  |
| --- | --- | --- |
| Participant Services | Website | Mobile App |
| Enroll or activate account: |  |  |
| Change contribution percentage/hard dollar: |  |  |
| Change allocation of future contributions: |  |  |
| Select specific payroll period to implement future contribution changes: |  |  |
| Request an in-service non-hardship withdrawal: |  |  |
| Request a hardship withdrawal or unforeseeable emergency withdrawal: |  |  |
| Request a withdrawal/distribution: |  |  |
| Customized distribution schedule(s): |  |  |
| View Vesting percentage: |  |  |
| Obtain statements as of quarter end: |  |  |
| Determine personal rates of return for standard time periods: |  |  |
| Determine personal rates of return for customized time periods: |  |  |
| Change personal address on record: |  |  |
| Change beneficiary information: |  |  |
| Elect automatic rebalancing of account: |  |  |
| Select different automatic rebalancing frequencies (monthly, quarterly, annually): |  |  |
| Review fund descriptions: |  |  |
| Review fund prospectuses: |  |  |
| Review historical fund performance: |  |  |
| Receive general investment education: |  |  |
| Receive general investment guidance: |  |  |
| Submit an informational request: |  |  |
| Download transactional history (Quicken, excel, other formats): |  |  |
|  |  |  |

1. **RECORDKEEPING AND ADMINISTRATION SYSTEMS**
2. Do you own or lease your recordkeeping platform?
3. What is the current version of the platform?
4. Does your company plan to implement or convert to a new recordkeeping platform in the next 24 months?
5. If applicable, when do you expect to convert to the recordkeeping system?
6. If applicable, how long will the conversion last? Please provide a timeline under the Attachments section # 10, if applicable.
7. Who holds the ultimate authority or responsibility to ensure the recordkeeping system remain current to laws, regulations, District needs, etc.?
8. Does your system allow clients to rebate revenue sharing back to the participants invested in the specific funds that generate the revenue sharing?
9. Can your system waive fees for participant accounts under a certain account balance?
10. How many of your plans have fee structures that waive fees for accounts under a threshold?
11. Can your system cap fees for participant accounts over a certain account balance?
12. How many of you plans have fee structures that cap fees over a certain threshold?
13. Is your system able to administer the following fee policies? (Yes or No)
    1. Charged Per Capita (Everyone pays the same $ amount)
    2. Charged Pro Rata (Everyone pays the same % of their account)
    3. Asset based fees (%) on the participant account
    4. Hybrid fee policies ($+%)
14. Does your firm have a current SOC 1 Report?
15. Does your firm have a current SOC 2 Report?
16. Are all personnel who encounter personally identifiable information trained on adequate protection of the information?
17. How often is data security training required?
18. Do you have a Chief Information Security Officer or equivalent?
19. Do you require participant and plan sponsor internet users to reset their password? If so, on what frequency?
20. Do you offer multifactor authentication for Participants and Plan Sponsors?
21. What is your firms Cyber Security Guarantee and how much per participant will it cover? (This is requested in the Attachments section # 15)
22. Confirm your ability to offer each of the funds currently in the investment lineup. Note any exceptions.
23. Are your systems able to extract fees for participants that take a full distribution in the middle of a billing cycle?
24. **TRANSITION/IMPLEMENTATION**
25. Please provide the information below for the Transition Manager who will be assigned to this relationship.
    1. Transition Manager:
    2. Firm tenure:
    3. Industry tenure:
    4. Location:
    5. Applicable designations, licenses, and education:
    6. How many clients are currently managed by the proposed Transition Manager?
    7. What percent of the Transition Manager’s time would be available to service the District?
    8. Will the Transition Manager receive compensation based on moving participant assets to proprietary products or services? (Yes/No)
26. How many other transitions would the Implementation Lead be involved with during our transition?
27. How many transitions in the past three years has your firm completed from the incumbent?
28. Can your firm handle transitions with investments being transferred in-kind?
29. **PLAN FEES/EXPENSES**
30. Confirm your quoted pricing is not contingent on a vendor fund mapping strategy or reliant on proprietary products or services and that your platform is open architecture.
31. Confirm there are no termination/liquidation costs if the Plan moved to a new recordkeeper/administrator.
32. Confirm that your proposal does not include any start-up or conversion costs.
33. Recordkeeping Fee (as a % of Plan Assets) - Open Investment Architecture with \_\_\_ days of annual onsite education:

|  |  |  |  |
| --- | --- | --- | --- |
| Plan Type | Assets ($) | Participants (#) | Fee |
| 457(b) | $XX,000,000 | X,000 | X% |
| 401(a) | $XX,000,000 | X,000 | X% |
| Subtotal: | $XXX,000,000 | X,000 | $XXX,000 |
|  |  |  |  |
| RHS | $XX,000 | X00 | X% |
| Subtotal: | $XX,000 | X00 | $X,000 |
|  |  |  |  |
| Total | **$XXX,000,000** | **X,000** | **$XXX,000** |

1. Recordkeeping Fee ($ per participant) - Open Investment Architecture with \_\_\_ days of annual onsite education: (Provide # of days you will provide of annual onsite education)

|  |  |  |  |
| --- | --- | --- | --- |
| Plan Type | Assets ($) | Participants (#) | Fee |
| 457(b) | $XX,000,000 | X,000 | $X |
| 401(a) | $XX,000,000 | X,000 | $ |
| Subtotal: | $XXX,000,000 | X,000 | $XXX,000 |
|  |  |  |  |
| RHS | $XX,000 | X00 | $X |
| Subtotal: | $XX,000 | X00 | $X,000 |
|  |  |  |  |
| Total | **$XXX,000,000** | **X,000** | **$XXX,000** |

1. Please provide Loan Fees:

|  |  |  |  |
| --- | --- | --- | --- |
| New Loans: | XX | Startup Fee: | $X |
| Total Loans: | XX | Annual Fee: | $X |
| Total | **XX** |  | **$X,000** |

1. Please provide Self Directed Brokerage Fees:

|  |  |  |  |
| --- | --- | --- | --- |
| # of Accounts: | X | Startup Fee: | $X |
|  |  | Annual Fee: | $X |
| Total | **X** |  | **$X** |

1. Will your firm guarantee your fees quoted for the duration of the District contract? (Yes/No)
2. How many times can the Plan Sponsor make changes to the investment lineup each year without incurring additional fees? What are the additional fees, if any?
3. Outline any fee ($) assessed on a per participant basis, including but not limited to:

|  |  |
| --- | --- |
| Service | $ |
| In-service withdrawal payment: |  |
| Distribution event payment: |  |
| QDRO Approval: |  |
| Hardship withdrawal: |  |
| Wire transfer: |  |
| Trustee services fees: |  |
| Form 1099R or other tax reporting fees: |  |
| Return of excess contributions (annual): |  |
| Contribution processing: |  |
| Plan document (including updates for regulatory changes): |  |
| Onsite meeting day: |  |
| Webcast: |  |
| Hourly charge for special services: |  |

1. **PROTECTION OF PRINCIPAL OPTION**

Please provide your firms recommended proprietary option to replace the current General Account, Stable Value, or Money Market Funds. Please note this is for informational purposes only and does not guarantee the funds will be placed into the investment menu.

1. General Account/Stable Value:

Please indicate the exit provision(s): Market Value Adjustment, 12 Month Put, and/or 5 Year Distribution

Current Crediting Rate:

Product Fee:

Adjusted Recordkeeping Fee (% of Plan Assets):

Please provide your firms recommended proprietary option to replace the current Target Date Funds. Please note this is for informational purposes only and does not guarantee the funds will be placed into the investment menu.

1. Target Date Funds:

Product Fee:

Adjusted Recordkeeping Fee (% of Plan Assets):

Please provide your firms recommended proprietary option to for Managed Account Services. Please note this is for informational purposes only and does not guarantee the service will be placed into the Plan.

1. Managed Accounts:

Service Fee Schedule:

Adjusted Recordkeeping Fee (% of Plan Assets):

Please provide your firms recommended proprietary option to replace other Funds. Please note this is for informational purposes only and does not guarantee the funds will be placed into the investment menu.

1. Other Fund Options:

Product Fee:

Adjusted Recordkeeping Fee:

1. **REFERENCES**

Provide a listing of three current full-service client references that are like this client. At least two of the references must be clients managed by the Relationship Manager who would be assigned to the District. Please submit one reference for a client that terminated your services for reasons other than mergers and acquisitions. Proposer must complete the reference form provided below for each client.

**Please be sure to include all information below.**

**CLIENT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHONE # OF CONTACT PERSON:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMAIL ADDRESS OF CONTACT PERSON:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**# OF YEARS AS A CLIENT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLAN SIZE: # PARTICIPANTS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ASSETS** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GEOGRAPHIC LOCATION:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICES PROVIDED:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: YOU MUST COMPLETE THIS FORM FOR EACH REFERENCE PROVIDED.**

1. **CONTRACT TERM**

The proposed term of the agreement is three (3) years with two (2) one-year renewal options**,** which may be exercised by the District by providing the Successful Bidder with written notice of renewal no less than sixty (60) days prior to the end of the original term or any renewal term of the contract. The contract will be subject to cancellation by the District for any reason, at any time, and without penalty of any kind upon furnishing thirty (30) days advance written notification to vendor. At the end of the final renewal term of the contract the District reserves the right to extend the contract for up to 120 days to provide an opportunity to bring a new contract into place with another vendor.

1. **SELECTION AND EVALUATION PROCESS**

**Selection Process**

The RFP Contact shall designate an evaluation committee (“Evaluation Committee”) which will be composed of employees from the District. The District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted RFP responses to those which best meet the requirements of this RFP and which best meet the complete needs of the District. Each such RFP Response will then be evaluated according to the criteria set forth herein.

**Evaluation Criteria Specific to This RFP**

The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. The evaluation of RFP Responses will involve scoring each RFP Response in the areas listed and set forth below in Section 16: Evaluation Factors. The District’s evaluation of the RFP Responses will be based upon each Respondent’s response to the evaluation factors stated in this RFP. Any Respondent’s failure to provide complete and full responses to the requested information may lead to disqualification of such RFP Response.

1. **EVALUATION FACTORS**

In determining how to award a contract or contracts in conjunction with the RFP, the District may consider the following:

1. Fees
2. Firm experience and qualifications
3. Service team and other support
4. Recordkeeping systems
5. Participant experience and education
6. Plan sponsor services
7. **RFP CONTENT**

Please create the following attachments in the corresponding order below. Please provide a front cover, table of contents, and back cover for the attachments section. If your firm is unable/unwilling to complete any of the following attachments, please note which attachments were omitted and why in the email response. The District may request hard copies any time after the proposal is submitted.

1. **Executive Summary and Company Background**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the District. Please include the name of your company, headquarters’ address, local business address (if any) and the name, title, address, phone number, and email address of the primary contact person for your proposal. Indicate the hours of operation at the local office, if any. You may also include a written response that includes any differentiators and why you believe your firm is the best fit for the District.

1. **Team Member Information**

Please attach a separate biography or resume for each team member that will be assigned to the District.

Also complete all information regarding Assigned Service Team in Section 6.

1. **Minimum Requirements**

Complete Section 4 confirmations.

1. **Attachments**
   * + - Provide an attachment that describes your initial and on-going standard communication and education program (including printed materials, group education meetings, one-on-one participant on-site counseling sessions, employee meetings, training, web-based information sessions, etc.). Please provide samples of your standard materials.
       - Please provide a sample of your written educational & communications strategy.
       - Provide a sample participant quarterly statement.
       - Provide a sample of the Plan Sponsor reporting.
       - Please provide an attachment that details your firm’s insurance policies currently maintained.
         * Errors and Omissions Coverage
   * Fidelity Bond
   * Director and Officer Liability
   * Cyber Security
   * Fiduciary

* Provide an attachment that describes the managed account/investment advisory services that can be provided to the Plans (i.e., Morningstar, Financial Engines, etc.).
* Provide an attachment that describes your Self-Directed Brokerage Accounts (“SDBA”) including the type of investment options available through it.
* Include a suggested transition timeline, based on a potential May 30, 2021 completion date, in your response including your projected “blackout” period and assuming a transition date that appears on the "Project Timeline".
* Provide an attachment that describes any incident which has occurred within the last 5 years that did or potentially could have jeopardized the security of participant information in your record keeping system. Include data incidents where PII was released, cyber-attacks, theft of unencrypted data or equipment like laptops, etc. provide details on whether any assets have been compromised or left the plan, etc. Explain the measures you took following an incident to prevent a reoccurrence.
* Please attach a description of any litigation and its status/final disposition in the past five (5) years involving your company as an administrator, investment provider, or in any other professional capacity with respect to any defined contribution plan.
* Please provide a copy of your privacy policy that restricts sharing information with third parties. Please provide the names of parties that you share information with that do not provide direct services to the plan(s) covered by this RFP here.
* Please provide a copy of your firm’s Cyber Security Guarantee.

1. **Firm Experience and Qualifications**

Complete all information in accordance with Section 5.

1. **Participant Services, Experience, and Education**

See Section 8.

1. **Recordkeeping and Administration Systems**

See Section 9.

1. **Transition/Implementation**

See Section 10.

1. **Plan Fees/Expenses**

See Section 11.

1. **Protection of Principal Option**

See Section 12.

1. **References**

Complete in accordance with Section 13.

Provide a minimum of 3 references. Include name, telephone number, and email address. *The District reserves the right to contact any of the references provided to determine Respondent’s performance record for products/services similar to that described in this request.*

1. **Diversity Enterprise Participation**

Provide a written summary on how the Respondent intends to meet the District’s goal of 25% HUB participation for the scope/specifications of this RFP. Please disclose any HUB management partners the Respondent plans to team with to provide the scope/specifications. (Maximum 1 page)

The District strongly encourages the utilization of historically under-utilized businesses. If the Respondent is a Certified HUB/SMWVBE, skip B and C; if not, complete B and C.

A. Certified HUB/SMWVBE **(please do not submit an expired certificate).**

**OR**

B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in HUB/SMWVBE participation in this contract; *and*

C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount.

1. **Forms**

a. Exhibit “B” Signature Form

b. Exhibit “D” Vendor Certification Form

c. Exhibit “E” Conflict of Interest Questionnaire

d. Exhibit “F” Vendor Proposed Amendment (include **redline** if proposing changes to Exhibit “C”, Contract Form)

e. Exhibit “G” JPS Supplier Diversity: Good Faith Form

1. **EVALUATION CRITERIA SCORE SHEET**

| **EVALUATION CRITERIA** | **Max Points** | | **Vendor**  **Score** |
| --- | --- | --- | --- |
| * + - 1. Fees   Pricing will be scored according to the pricing formula. | **10** | |  |
| **THIS SECTION WILL BE SCORED BY THE EVALUATION COMMITTEE** | | | |
| 2. Firm Experience and Qualifications | **15** | |  |
| 3. Service Team and Other Support | **15** | |  |
| 4. Recordkeeping Systems | **15** | |  |
| 5. Participant Experience and Education | **15** | |  |
| 6. Plan Sponsor Services | **15** | |  |
| **THIS SECTION WILL BE SCORED BY DIVERSITY & INCLUSION DEPARTMENT** | | | |
| 7. Disadvantaged Business Enterprise Participation. This will be applied to your HUB/SMWVBE Participation and is worth **15 points**.  **If the Respondent is a Certified HUB/SMWVBE,** skip B and C; **if not,** complete B and C**.** The breakdown is as follows: | | | |
| A. Certified HUB/SMWVBE | **15** | |  |
| **OR** | | | |
| B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in HUB/SMWVBE participation in this contract; AND | **5** | |  |
| C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount. | **10** | |  |
| **MAXIMUM TOTAL POSSIBLE POINTS** | **100** |  | |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | |
| **Evaluator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | |
| **RFP #2020875028 Retirement Plan Recordkeeper** | | | |

**Exhibit “B”**

**Signature Form**

Respondent shall signify Respondent’s acceptance of and compliance with the requirements, terms, and conditions of this RFP #2020875028 Retirement Plan Recordkeeper by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this RFP and its terms and conditions.

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its RFP Response.

Respondent certifies that the individual signing this RFP Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this RFP Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FORM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABLITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE RFP RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

|  |  |
| --- | --- |
| **RFP #2020875028 Retirement Plan Recordkeeper** | |
| RESPONDENT (COMPANY) NAME: | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: | Date: |
| Title: | |
| Telephone: Email: | |

**Exhibit “C”**

**Contract Terms**

**Required Terms & Conditions**

***to be added to your proposed contract form (Exhibit “F”)***

[*Please feel free to substitute your own defined terms in the sections below when adding to your existing template agreement(s), if needed.*]

1. Term and Termination. The parties agree that this Agreement shall be for a period of three (3) years, commencing on the Effective Date (“Initial Term”). Thereafter, Customer may renew the Agreement for up to two (2) additional one-year terms by providing Vendor with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term (any such renewal, a “Renewal Term” and together with the Initial Term, the “Term”). At the end of the Term of the Agreement, Customer reserves the right to extend the Agreement for up to 120 days to provide an opportunity to bring a new contract into place with another vendor. Either party may terminate this Agreement for cause upon a material breach by the other party of its obligations hereunder, which breach is not cured within fifteen (15) days after the breaching party is given a Notice of Material Breach (defined below). A “Notice of Material Breach” means written notice that includes in all capital letters “NOTICE OF MATERIAL BREACH” and also includes: (i) specific details identifying the material breach; and, (ii) the notifying party’s specific recommendations of actions to be (or if appropriate, not to be) taken by the other party for it to cure the breach. Customer shall have the right to terminate this Agreement without cause at any time prior to such end of the Term of the Agreement by giving Vendor thirty (30) days prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, Customer agrees that it will pay all amounts due and owing Vendor for all Products provided by Vendor up to and including the date of termination. Customer also shall reimburse Vendor for all expenses incurred by Vendor in the performance of its obligations hereunder and which are or would be due to Vendor if Early Termination had not occurred. Customer acknowledges and agrees that in the event of such Early Termination, Vendor will not provide or otherwise perform any unnecessary part of the Products nor will it incur any unreasonable expenses, but it will perform only those obligations and incur only those expenses necessary to fulfill its obligations under this Agreement. Nothing set forth herein shall limit the Customer’s rights or remedies.
2. Patent Indemnity
   1. VENDOR AGREES TO, AND SHALL, INDEMNIFY AND HOLD CUSTOMER HARMLESS AGAINST ANY CLAIMS, DAMAGES, AND EXPENSES TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST CUSTOMER ALLEGING THAT THE PRODUCT AND/OR SERVICES INFRINGE ANY UNITED STATES PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY, PROVIDED THAT (1) CUSTOMER GIVES VENDOR WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS AFTER CUSTOMER’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, (2) CUSTOMER AGREES TO COOPERATE REASONABLY WITH VENDOR AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES, AND (3) THE PRODUCT AND/OR SERVICES AS OF THE ALLEGED DATE OF INFRINGEMENT WAS IN THE SAME FORM AND CONFIGURATION AS ORIGINALLY SUPPLIED BY VENDOR AND HAD NOT BEEN MODIFIED IN ANY WAY WITHOUT THE PRIOR WRITTEN CONSENT OF VENDOR.
   2. Upon timely receipt of Customer’s written notice, Vendor will assume the defense of any claims against Customer. Customer agrees to cooperate with Vendor in the defense or settlement of all such claims.
   3. Vendor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by Customer without the prior written consent of Vendor.
   4. The terms of this Section 2 will not apply to the extent of any use of the Products and/or Services in combination with products or devices not furnished by Vendor.
3. General Indemnity.
   1. EXCEPT TO THE EXTENT OF ANY OTHER INDEMNITIES EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT WHICH SHALL TAKE PRECEDENCE AND CONTROL OVER THIS INDEMNITY TO THE EXTENT OF THE MATTERS COVERED BY SUCH OTHER EXPRESSLY PROVIDED INDEMNITY(IES), VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER, CUSTOMER’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “CUSTOMER INDEMNITEES”) FROM ALL LOSSES (DEFINED BELOW) AND SHALL DEFEND THE CUSTOMER AND CUSTOMER INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OF OR MISUSE OF THE PRODUCTS AND/OR SERVICES BY CUSTOMER OR ANY OF THE CUSTOMER INDEMNITEES OR A BREACH OF THIS AGREEMENT BY THE CUSTOMER: (1) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO VENDOR AND/OR ITS EMPLOYEES OR REPRESENTATIVES; (2) ANY VIOLATION OR BREACH BY VENDOR OF ITS REPRESENTATIONS AND WARRANTIES TO THE CUSTOMER IN THE AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE DURING THE TERM; (3) THE FAILURE OF VENDOR TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE CUSTOMER TO RECEIVE AND USE THE PRODUCTS AND/OR SERVICES, OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE CUSTOMER’S FAILURE TO PAY FOR SAME; AND (4) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF VENDOR OR ANY VENDOR EMPLOYEE OR VENDOR REPRESENTATIVE. FOR PURPOSES OF THIS SECTION 6, THE WORD “LOSSES” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD-PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION.
   2. Upon timely receipt of Customer’s written notice, Vendor will assume the defense of any claims against Customer. Customer agrees to cooperate with Vendor in the defense or settlement of all such claims.
   3. Vendor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by Customer without the prior written consent of Vendor.
   4. The terms of this Section 3 will not apply to the extent of any use of the Products and/or Services in combination with products or devices not furnished by Vendor.
4. Confidentiality. Subject to the requirements of the limitations stated in Section 9 below (Texas Public Information Act), each party agrees to keep the other party’s proprietary information, including all information relating to any Products and/or Services Software, confidential and not to use such proprietary information except as necessary to perform under this Agreement. Upon cancellation of this Agreement, each party will return to the other party all such proprietary information. All information relating to patients and employees of Customer is confidential.
5. Liability. NEITHER PARTY, NOR ANY THIRD-PARTY AUTHOR OF PRODUCTS AND/OR SERVICES SOFTWARE, SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE PRODUCTS AND/OR SERVICES.
6. Governing Law; Jurisdiction. THE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts.
7. Budgetary and Other Limitations.
   1. Vendor acknowledges and agrees that Customer is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial Term or in any automatically or otherwise renewed Term, should continue over into the Customer’s subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the Term in question, the Customer may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder. However, if the Agreement is terminated pursuant to the terms above, Customer agrees to pay for fees and charges incurred as of the termination date.
   2. Vendor further acknowledges and agrees that there exist constitutional and statutory limitations (“Limitations”) on Customer as a governmental entity respecting certain terms and conditions that may be part of this Agreement, including, but not limited to, (i) terms and conditions relating to liens on Customer’s property, (ii) disclaimers and limitations of warranties, (iii) disclaimers and limitations of liability for damages, (iv) waivers, disclaimers and limitations of legal rights, remedies, requirements and processes, (v) limitations of periods to bring legal action, (vi) granting control of litigation or settlement to another party, (vii) liability for acts or omissions of third parties, (viii) payment of attorneys’ fees, (ix) dispute resolution, (x) indemnities, and (xi) confidentiality, and any such terms and conditions related to the Limitations shall not be binding on Customer except to the extent authorized by the laws and constitution of the state of Texas.
8. Tax Exemption. Vendor recognizes that Customer qualifies as a tax-exempt governmental agency pursuant to the provisions of Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
9. Texas Public Information Act. Vendor acknowledges that Customer is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request and hereby assumes full responsibility for challenging any requests for information it considers confidential under Chapter 552. Vendor’s confidential information, which may include, but is not limited to, any trade secrets, financial information, and related proprietary information, (“Confidential Information”) that is provided by Vendor to Customer under the terms of this Agreement may be subject to the exception to disclosure applicable to Customer under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request for public information is made on Customer to disclose documents or information which contain what Vendor has identified to Customer to be, or is otherwise believed by Customer to be Confidential Information, Customer agrees to (i) promptly notify Vendor of such request for disclosure, and (ii) decline any such request for disclosure of such Confidential Information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such disclosure may be withheld; provided, however, failure to notify by Customer shall not be deemed a material breach of the Agreement. Customer is not required to take any further action with respect to any request made for determination by the Attorney General, and after any such request is made, all responsibility for briefing, supplementing and challenging the results of any requests to the Attorney General shall be Vendor’s sole responsibility.
10. Exclusion and Ethics.
    1. Vendor agrees that it will immediately report in writing to the Customer in the event, if ever, Vendor, including any of its officers, directors, employees, contractors or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Vendor or such other person from federally or state funded healthcare programs.
    2. Vendor warrants and represents to Customer that Vendor has never been:
       1. convicted of a criminal offense;
       2. listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
       3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
       4. excluded from any state or federal healthcare program.
    3. Vendor further warrants and represents to the Customer that neither Vendor, nor any of Vendor’s officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Vendor), employees, contractors or agents:
       1. is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded healthcare programs; or
       2. has ever been:
          1. convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;
          2. listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;
          3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
          4. excluded from any state or federal healthcare program.
    4. If any of the foregoing representations in this Section 10(b) or (c) ceases to be true, Vendor will immediately report same in writing to the Customer.
    5. Upon receipt of any report required by Vendor hereunder or in the event of a failure to report by Vendor, the Customer may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the Customer shall have no further obligations or liabilities hereunder.
11. Availability of Records. If and to the extent required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Vendor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by Vendor under this Agreement.
12. Prohibition on Use of Name and Logo*.* Vendor agrees that it will not, without the prior written consent of Customer, use the names, logos, symbols, trademarks or service marks of the Customer, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Vendor’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the obligations under this Agreement. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
13. Termination Right*.* In the event of a change-in-control (defined below), Customer may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the Customer shall have no further obligations or liabilities hereunder. A “change-in-control” means that (a) there occurs a reorganization, merger, consolidation or other corporate transaction involving Vendor (a “Transaction”), in each case with respect to which the owners of Vendor immediately prior to such Transaction do not, immediately after the Transaction, own more than 50% of the combined voting power of Vendor or any other entity resulting from such Transaction; or, (b) all or substantially all of the assets of Vendor are sold, liquidated or distributed.
14. Chapters 2271 and 2252 Texas Government Code Verification.  In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Vendor does not engage in scrutinized business operations in Sudan; (2) Vendor does not engage in scrutinized business operations in Iran; and (3) Vendor does not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code.

***Please note***: The District will not agree to indemnify the vendor, limit the vendor’s liability, shorten the statute of limitations for any claim, submit to binding arbitration, waive its right to a juy trial, or waive its existing governmental immunity. DO NOT include any such provisions in your contract form, as they will not be accepted.

**Exhibit “D”**

**Vendor Certification Form**

|  |  |  |
| --- | --- | --- |
| **Instructions:**  Vendors doing business with the District are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company. | | |
| Respondent’s Name:  Years in business under same name: Previous Name:  General E-mail Address:  Current Address:  Sales Rep/Customer Service Name:  E-mail Address:  Sales Rep/Customer Service Phone#:  Fax#:  Accounts Receivable Contact Name:  Phone # TCHD Account # | | |
| **List your major commodities:** | | |
| **Check all that apply with respect to major commodity:**  Supply  Equipment  Service  (List type of service, i.e. temp. agency, surveyor, etc.: \_\_\_\_\_\_\_  Consultant Distributor  Manufacturer Contractor Subcontractor  Approximate dollar volume of business with the District in past twelve (12) months: **$\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **ETHNICITY OF company’S American OWNERSHIP** (Please place an X in the appropriate box**:** | | |
| Asian Pacific  African American  Caucasian  Hispanic  Native American | Other  \_\_\_\_\_\_\_\_\_\_\_\_  (SPECIFY) | Public OWN STOCK:  yES   nO |
|  |  | MAJORITY OWNER:  mALE   fEMALE |

**INCLUDE THE FOLLOWING:**

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

***signature*:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Title:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Print Name:*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Date:*** *\_\_\_\_\_\_\_\_\_\_\_\_*

**Exhibit “E”**

**Conflict of Interest Questionnaire**

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with TCHD (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of TCHD’s governing body, its officers and certain other high level TCHD employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its RFP Response.

A complete copy of Chapter 176 of the Local Government Code may be found at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

1. a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

1. a contract between the local governmental entity and vendor has been executed; or
2. the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

1. a contract between the local governmental entity and vendor has been executed; or
2. the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

[Balance of page left blank intentionally. Conflict of interest questionnaire follows.]

|  |  |  |
| --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | **OFFICE USE ONLY** |
| Date Received |
| **1** | Name of vendor who has a business relationship with local governmental entity. |
|  |
| **2** | Check this box if you are filing an update to a previously filed questionnaire**.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
|  |
| **3** | Name of local government officer about whom the information is being disclosed.  Name of Officer | |
|  |
| **4** | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  Yes No   1. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?   Yes No | |
|  |
| **5** | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | |
|  |
| **6** | Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | |
|  |
| **7** | Signature of vendor doing business with the governmental entity Date | |
|  |

**Exhibit “F”**

Vendor’s Proposed Amendment

RFP #202087502858344 Retirement Plan Recordkeeper

**Please provide your proposed contract form for the solution you are proposing to the District. Include all documents the District would be required to sign or accept in order to use the solution (any EULA, software license, etc.). You must submit an editable, electronic copy (text file, e.g. doc, docx, rtf, odt, txt) of your proposed contract(s). The District will not consider any contract or other document not provided in an editable format.**

If you are proposing any revisions or amendments to Exhibit “C”, the Contract Terms, you MUST indicate this below. The District will NOT review, consider or approve any exceptions, additions, deletions or revisions made by Respondent to the RFP itself or to its Exhibits and Attachments. The District will only consider those exceptions, additions, deletions or revisions (collectively, the “Proposed Revisions”) as are set forth by Respondent specifically on this form (See Proposed Revisions section on the next page). The Respondent may submit its Proposed Revisions below in this separate Respondent’s Proposed Amendment; ONLY the Proposed Revisions specified in this Amendment will be considered. You may attach a redline, or may include additional pages if you need additional space. The District will review only those Proposed Revisions set forth in this Proposed Amendment, and may accept or reject the same at its sole discretion. No such Proposed Revisions will become effective unless accepted by the District and agreed to in writing and signed by both parties.

In submitting a response to this RFP, the Respondent agrees to accept the terms and conditions set forth in this RFP or incorporated herein by reference. The successful Respondent will be expected to enter into a contract which contains substantially the same terms and conditions as are included in Exhibit C to this RFP.

The District considers the Respondent to agree to all terms and conditions of the Contract Terms (including Exhibits), unless otherwise indicated herein. Absence of Proposed Revisions (next page) will constitute agreement for those terms not herein addressed, and there will be no further negotiations regarding the same. The District will only review Proposed Revisions included in this **Vendor’s Proposed Amendment**. A redline is highly recommended if you propose significant revisions.

**Respondent *MUST* check the appropriate response below:**

Respondent accepts Contract Terms (including Exhibits) without exception.

OR

Respondent proposes exceptions/modifications to the Contract Terms (including Exhibits). For numerous or complex modifications, please enclose a red-lined version of Exhibit C, Contract Terms that clearly shows each proposed exception/modification, and provide your rationale for the changes. *The District considers the Respondent to agree to all terms and conditions of the* Contract Terms *unless otherwise indicated herein. Absence of Proposed Revisions will constitute agreement for those terms not herein addressed, and will not be subject to further negotiation.*

**Proposed Revisions to Exhibit C**

**In the “Section/Addition” column, indicate page, section and paragraph number of language you propose to revise (if applicable) and include proposed revised language in “Proposed Revision” column. If you are attaching a red-lined version of Exhibit C instead, please indicate that below and include attachment.**

|  |  |
| --- | --- |
| **Section/Addition** | **Proposed Revision** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

****

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**EXHIBIT “G”**

**JPS SUPPLIER DIVERSITY: GOOD FAITH FORM**

|  |  |
| --- | --- |
| RFP # orName of Contract: | RFP #2020875028 Retirement Plan Recordkeeper |
| Prime Vendor Name: |  |
| Prime Vendor address: |  |
| Prime Vendor UCM ID: |  |

1. Are you a Historically Underutilized, Small, Minority, Woman or Veteran owned business (HUB/SMWVBE)?

If yes, please attach your updated certification form ***(Stop Here)***

If no, please continue to **#2 below**

1. List all participating HUB/SMWVBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract. *(Insert additional rows as needed.)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If no HUB/SMWVBE participation is listed above, have you checked the JPS Vendor portal at <https://jpshealth.gob2g.com/>? The vendor portal is a directory of certified HUB/SMWVBE businesses  
   *Ex: Support services to participate under the contract*

If you searched the vendor portal, list HUB/SMWVBE company name(s) and contact information below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If you are not a HUB/SMWVBE and do not have a HUB/SMWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity: (*Insert additional rows as needed)*
2. Please provide an explanation as to how you plan to identify HUB/SMWVBE participation on this contract: *(Insert additional rows as needed)*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name of Vendor (Print)** |  | **Vendor Signature** |
|  |  |  |
| **Date** |  | **Vendor Phone** |
|  |  |  |
| **Diversity Administration Reviewer (Print)** |