

State of Florida
Department of Financial Services

Invitation to Negotiate (ITN)
Number: 1920-02 ITN TR
Investment Provider Services for the State of Florida
Deferred Compensation Plan

Procurement Officer:
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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Attachments

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Standard Terms and Conditions Contracts		✓
		Attachment 2, Statement of Work (including Exhibits A-C)		✓
		Attachment 3, Price Response	✓	
		Attachment 4, PUR 1000		✓
		Addendum A, Public Records Requirements		✓
		Addendum B, Data Security Requirements		✓
B	Mandatory Criteria Certification Form		✓	
C	Business Reference Form			✓
D	Evaluator Score Sheet			✓

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Florida Department of Financial Services (Department), an agency of the state of Florida (State) is issuing this Invitation to Negotiate (ITN) to establish a contract for investment provider services for the State of Florida Deferred Compensation Plan (Plan), a supplemental retirement program under Internal Revenue Code 457(b). The solicitation will be administered through the Vendor Bid System (VBS). The Department seeks full-service vendors to provide the services described in Attachment 2, Statement of Work.

The Plan currently operates with three contractors, commonly referred to as investment providers, with Participant data aggregation and contribution processing through a Third-Party Administrator (currently FIS Business Systems LLC). This program architecture has highly technical requirements with emphasis

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on file layout specifications necessary for limited census data and centralization of employee payroll contribution maintenance. Through the Third-Party Administrator, the Department provides service to more than twenty (20) Paycenters. These basic processes shall be assumed by the awarded vendors in a commercially reasonable manner, with limited modification of file layouts sent/received to these Paycenters for employee contribution processing. Additionally, the vendors shall have a robust reporting suite, with preference for existing formats and reports.

The Department intends to enter into Contracts using Attachment A, Standard Contract, which is hereby incorporated by reference. The Department intends to award a Contract to two or three vendors; however, the Department reserves the right to make no award if determined to be in the best interest of the State.

1.2 BACKGROUND

The Bureau of Deferred Compensation (Bureau) resides within the Department's Division of Treasury and is charged with administering the Plan. As of June 30, 2020, total assets within the Plan were valued at approximately \$4.7 billion with over 90,000 Participant accounts, with a monthly contribution of approximately of \$14 million. The Plan Administrator, in the position of the Bureau Chief of Deferred Compensation, is appointed by the Chief Financial Officer and approved by the Florida State Board of Administration. The Bureau employs a staff of 14.

The Department, with the approval of the Florida State Board of Administration, established the Plan in 1982 as a benefit for State employees. Other government units currently participating in the Plan are: the member schools of the State University System, the Division of Rehabilitation and Liquidation (a unit of the Department), the State Board of Administration, the South Florida Regional Transportation Authority, and the Suwannee River Water Management District. State statute allows water management districts and special districts in Florida to join the Plan, resulting in a larger population of prospective participants. There are 23 water management districts and special districts that currently utilize the Plan for employees.

By statute, oversight of the Plan is performed by the Deferred Compensation Advisory Council (Advisory Council) that consists of seven members, each appointed to the Advisory Council from various constituencies throughout State government. The Advisory Council provides assistance and recommendations to the Chief Financial Officer relating to the provisions of the Plan. Member appointments and duties are specifically defined in section 112.215(8)(a), Florida Statutes (F.S.).

Currently, the Department contracts with three contractors with one contractor offering a brokerage service: Charles Schwab. Eligible employees may enroll and contribute as a Participant with one or more contractors.

The legislation that authorizes the establishment of the Plan does not authorize any expense to be paid from State funds. Instead such costs are borne directly by the contractors through a monthly assessment per account.

All Participant information is processed by the contractors and received by the Third-Party Administrator. The Third-Party Administrator is a hub of Participant information and maintains the records for the Plan on proprietary systems. The Third-Party Administrator provides a daily compilation of Participant investment and demographic information to the Bureau. This is primarily accomplished through:

- EPAF (Electronic Participant Action Form) - a daily data feed from the contractor to the Third-Party Administrator that updates demographic information, contribution percentage/amount, and enrollment.
- Account Summary - a daily data feed from the contractor to the Third-Party Administrator that updates balance and investments.

- Pre-Bill/Actual Payroll Files - data feeds sent between Paycenters and the Third-Party Administrator during payroll periods to disclose intended contribution percentage or amount to the Paycenters, and corresponding actual dollar amount for contribution from the Paycenter.
- Final Vendor Payroll File - a data feed sent by the Third-Party Administrator to the contractor on or about payroll dates (at least each weekly pay date, and on month end pay date) that provides dollar contribution amounts for processing and reconciliation.

1.3 QUESTIONS BEING EXPLORED

Respondents are not to respond directly to these questions. The Department is seeking a solution (Solution) to the questions being explored in this section. The Department will use the information obtained through this ITN process to assist it in developing its Solution by exploring the following questions:

1. How can the state of Florida (State) offer a robust supplemental retirement program to employees while receiving exceptional value for its Plan Participants and the State as compared to the cost?
2. How can the State minimize operational disruption to current methodologies and practices?
3. How can the State ensure that its diverse employee base has individualized opportunities for retirement security?
4. Are there any additional services that one or more Respondents can offer that would increase the value or efficiency of the services for either the Participants, the Department, or the other parties that are involved during the Contract?

1.4 GOALS OF THE ITN

1. To offer quality investment vehicles to support employee retirement planning.
2. To provide comprehensive educational and operational support to potential and actual Participants.
3. To partner with reputable and stable firms to engender Participant satisfaction with products and services.
4. To minimize costs while offering products and services that are best in industry.
5. To obtain Contracts that provide the best value to the State.
6. To obtain Contracts that provide an exceptional value for Plan Participants.

1.5 TERM

The initial term of a Contract awarded under this solicitation will be five (5) years beginning on the date of Contract execution, and the Contract may be renewed for up to five (5) years in accordance with section 287.057, F.S.

1.6 DEFINITIONS

The following definitions apply to this ITN document:

Business Days - Monday through Friday, inclusive, except for State government holidays.

Confidential Information - Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other legal authority.

Contract - The agreement that results from this competitive solicitation, if any, between the Department and the awarded Respondent.

Contractor - A Respondent that executes a Contract with the Department pursuant to this ITN.

Response - The formal response to this ITN.

Respondent - An entity that submits a Response to this ITN.

State - The state of Florida.

Vendor Bid System (VBS) - The State's internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_main_menu.

As the Department intends to award two or three Contracts under this ITN, the use of the terms “Contract,” “Response,” and “Respondent,” include the plural when applicable.

1.7 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., the Department’s Procurement Officer (Procurement Officer) is the sole point of contact for this solicitation.

The Procurement Officer is:

Amy Jones
Deputy Purchasing Director,
Department of Financial Services
Email: DFS purchasing@myfloridacfo.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER.*****

Please note that questions will NOT be answered by telephone. All inquiries must be directed to the Procurement Officer in writing. For expediency, the Procurement Officer at her sole discretion may initiate phone calls to Respondents to resolve procedural or administrative issues.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a Response.**

Any such contact by any person with a relevant business relationship with a Respondent or an existing or prospective subcontractor to a Respondent is assumed to be contact on behalf of a Respondent unless shown otherwise.

1.8 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Department’s Procurement Officer. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771 (TDD).

1.9 COOPERATION WITH INSPECTOR GENERAL

By providing a Response to this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.10 COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the

State to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

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SECTION 2. ITN PROCESS

2.1 OVERVIEW OF THE ITN

The ITN is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. Under this ITN, there will not be a pre-Response conference. Vendors may submit questions regarding this ITN to the Department during the Question and Answer Period.

Respondents must submit Responses by the deadline listed in Section 2.2, Timeline. The Department will open the Responses at a public opening. After the public opening, the Procurement Officer will review Responses in accordance with Section 4.1, Review of Mandatory Responsiveness Requirements. Responses that the Procurement Officer determines are responsive to the ITN will be evaluated by the evaluation team. After evaluation, the Procurement Officer will compile the final evaluation scores to determine the competitive range of Responses reasonably susceptible of award (Competitive Range). The Department may then select Respondents within the Competitive Range with which to commence negotiations. After negotiations are conducted, the Department will award the contract to the responsible and responsive Respondents that the agency determines will provide the best value to the State, based on the selection criteria.

This section is only intended to be an overview. Read the solicitation in its entirety for further details

2.2 TIMELINE

The following timeline will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this timeline by posting addenda on VBS. It is the Respondent's responsibility to check VBS on a regular basis for such updates.

Timeline	Event Time Eastern Time (ET)	Event Date
ITN posted on the VBS	3:00 PM	12/18/2020
Deadline to submit questions to Procurement Officer.	5:00 PM	1/8/2021
Department's anticipated posting dated for answers to Respondents' questions on VBS.	5:00 PM	1/15/2021
Deadline to submit Responses and all required documents to the Department. All Responses must be mailed to the Department of Financial Services, 200 E. Gaines Street, Larson Building – Suite 146, Tallahassee, FL 32399 Due to current concerns related to the COVID-19 pandemic, the Department will be unable to accept Responses that are hand-delivered to the Department. Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).	10:00 AM	2/5/2021
Response opening. 200 E. Gaines Street, Tallahassee, FL, Larson Building	10:15 AM	2/5/2021

NOTE: The public opening will be conducted via conference call as DFS buildings are currently closed to visitors. To attend the public opening call 888-585-9008, when prompted use Conference No.: 498-257-393.		
Public meeting for negotiation team to discuss recommended award. Location TBD	TBD	TBD
Anticipated date to post Notice of Intent to Award.	TBD	TBD

2.3 PRE-RESPONSE CONFERENCE

The Department will not hold a pre-Response conference.

2.4 QUESTION AND ANSWER PERIOD

Vendors may submit written questions to the Procurement Officer by the deadline listed in Section 2.2, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the ITN and its attachments, and any processes described in those documents. If terms included in the Standard Contract are impractical or, for legal or operational reasons, impossible, vendors are encouraged to submit questions regarding the Department’s acceptance of specified alternative terms.

PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS.

The Department requests that vendors submit questions in the following format:

Question #	Vendor Name	ITN Section	ITN Page #	Question

Questions do not constitute a formal protest of the specifications or of the solicitation.

The Department will provide an answer to all questions that are timely submitted through an addendum that is posted on the VBS. If modifications are made to the ITN document or attachments, the Department will post the changes in an addendum on the VBS.

2.5 PUBLIC OPENING OF RESPONSES

The Department will open the Responses in a public opening at the date, time, and location noted in Section 2.2, Timeline. Please note, the public opening will be conducted via conference call as stated in Section 2.2, Timeline.

2.6 ADDENDA TO THE ITN

The Department reserves the right to make changes to this ITN by posting addenda on the VBS. It is the Respondent’s responsibility to check for any posted addenda on the VBS.

2.7 CONTRACT FORMATION

The Department will enter into a Contract with each Respondent awarded a Contract pursuant to Section 5, Award. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and

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Conditions; Attachment 2, Statement of Work (SOW) (including its Exhibits); Attachment 3, Price Response; Attachment 4, PUR 1000; Addendum A, Public Records Requirements; Addendum B, Security Requirements; and the relevant portions of the BAFO submitted by the Respondent. See Attachment A, Standard Contract, and its attachments for more details on Contract formation.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the ITN and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

The Special Instructions are in the remainder of Section 3 of this ITN document. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 3, 5, and 9 of the PUR 1001 are inapplicable and are replaced with the following:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.4, How to Submit a Response, of the ITN document.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.4, Question and Answer Period, of the ITN document.

Section 9. Respondent's Representation and Authorization

(a) In submitting its Response, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
- The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
- The Respondent will conform to the terms and conditions of the Standard Contract without exception, or, where an exception is made by Respondent, will provide an alternative that is equivalent to or exceeds the Department's terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the Department.

- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Response.
 - The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Response.
 - All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.
- (b) In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of following, the Respondent shall submit with its Response a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S.):
- To the best of the knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - Respondent currently has no delinquent obligations to the state of Florida, including a claim by the state of Florida for liquidated damages under any other contract.
 - The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

3.2 MANDATORY RESPONSIVENESS REQUIREMENTS

A Respondent whose Response does not meet the mandatory responsiveness requirements listed below will be deemed non-responsive and will not be considered for contract award.

The mandatory responsiveness requirements are as follows:

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1. The Response must include a Price Response.
2. The Response must include an Attachment B, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.3(A), Mandatory Criteria Certification.

The Department will not evaluate a Response from a Respondent that does not meet the mandatory responsiveness requirements. A Response that meets the mandatory responsiveness requirements listed above is presumed to conform in all material respects to the solicitation. The Department reserves the right to re-evaluate its responsiveness determination at any time during the solicitation.

3.3 CONTENTS OF THE RESPONSE

The Department requests that Responses be organized in sections as provided below. See Sections 4.2-4.3 of this ITN for how Responses will be evaluated during the evaluation phase.

3.3.1 Volume 1: General Information

The Department requests that the Respondent:

A. Cover Letter

Submit a cover letter on the Respondent's letterhead that contains the following information:

1. The name and principal place of business of the Respondent;
2. The Respondent's Federal Employer Identification Number (FEIN); and
3. The name, title, mailing address, telephone number, and e-mail address of the Respondent's contact person for purposes of the ITN and, if available, an alternate contact person.

B. Responses or Disclosures Required by the PUR 1001.

1. Submit any disclosures required by Section 6 of the PUR 1001.
2. Submit any disclosures required by Section 9 of the PUR 1001, as modified by Section 3.1 of this ITN. If unable to certify to any of the provisions of part (b) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITN, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the Department finding the Respondent not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S. No exceptions to part (a) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITN document, will be accepted.

3.3.2 Volume 2: Technical Response

The Respondent should provide the following information:

A. Narrative on Experience and Ability

The Respondent should:

1. Provide a narrative on the Respondent's corporate business purpose, administration, experience with public sector retirement plans, and organizational history.
2. Provide a narrative on the Respondent's prior relevant experience with providing these services. Experience should be reflective of the Respondent's ability to perform the services sought in this ITN.
3. Submit detailed program statistics for the Respondent's current five largest 457(b) programs. In the absence of five 457(b) programs, acceptable alternatives are 403(b) programs or public sector 401(k) programs. In the absence of five 457 (b), 403(b), or public

sector 401(k) programs, Respondent may provide detail on private sector 401(k) programs. Submit the most recent program statistics, which should include, at a minimum:

- a. Length of the relationship;
 - b. Assets under management by investment product and fund;
 - c. Number of Participant accounts, and counts within investment products and funds;
 - d. 12-month rolling average of monthly contributions;
 - e. Number of full time Participant facing representatives on the program (or number of representatives and approximate percent of full time employment hours);
 - f. Number and type of educational seminars held (preceding 12 months); and
 - g. Number of one on one Participant engagements through face-to-face, virtual, or phone appointments (i.e., not general customer service calls) to discuss the retirement planning, education, or enrollment (preceding 12 months).
4. Submit detailed information for the Respondent's five largest retirement plan transition/conversions occurring since January 1, 2011. For purposes of this inquiry Respondent should consider transition/conversion to indicate assumption of an existing retirement plan (in whole or part) through procurement or otherwise, and related functions to transfer account relationships, payroll processes, program assets, account data/history, contribution amounts, beneficiaries, and other program activities. This information should include:
- a. Length of transition/conversion process,
 - b. Implementation and service plan,
 - c. Dollar amount of assets and number of accounts,
 - d. Technical considerations for data exchange (data mapping, file formatting, third parties),
 - e. Participant communications and outreach,
 - f. Summation of Plan Administrator feedback, and
 - g. Summation of any post transition/conversion Participant survey.

B. Respondent's Proposed Approach

The Respondent should:

1. Provide a comprehensive plan that sets out the methodology the Respondent intends to employ in providing the requested services.
2. Include a description of the methodology that will be used to control costs, provide service reliability, and maintain schedules. The Respondent should also include the means of coordination and communication between the organization and the Department.
3. Provide a concise summary of the products and services offered to meet the State's needs as identified in Attachment 2, Statement of Work; the Respondent's approach to providing the services; the benefits that the State will derive from these services; and why the Respondent is best qualified to perform these services.
4. Submit a proposed investment menu, including a description of the brokerage service. (Section 3 of Statement of Work)

Please note: The Department will consider a variety of products. The inclusion of additional types of innovative investment products which serve the best interest of the State in providing reasonable costs, performance, diversification, and controlled risk to the Participant is encouraged.

5. Describe Respondent's advisory service, with emphasis on diverse Participant composition. (Section 4 of Statement of Work)
6. Describe the Respondent's operational plan for the Participant experience for enrollment and transactional processing with an emphasis on the need for the Department to review substantially all monetary transactions (i.e., rollover, distribution, Qualified Domestic Relations Orders, supplemental payments, loans, and unforeseeable emergency withdrawals). Such plan should include online, phone, in-person, and other reasonable methods for a Participant to initiate an enrollment or transaction and should include considerations of the need to utilize forms that are adopted in the Florida Administrative Code and the requirement to timely confirm each transaction. The plan should also address the technology for remote secure signatures and electronic routing.
7. Provide Respondent's corporate chart to include any parent companies, subsidiaries, and any related companies with partial ownership or overlapping executives. Include a description of how any of these companies or subsidiaries will interact with the provision of the services sought under this ITN.
8. Identify the Respondent's management personnel who will oversee the provision of the services sought under this ITN and what makes each suitable for his/her designated role in performing the services to include the following:
 - a. Credentials,
 - b. Specific experience,
 - c. Special expertise,
 - d. Education,
 - e. Position in the company, and
 - f. Years with the company.
9. Provide Respondent's proposed organizational chart.
10. Provide a summary of the Respondent's locations and staffing in Florida. Provide a summary how the Respondent will respond to the need for local contacts from the Department and the local communities served by the Department. Detail the expected, roles for Field and Phone Representatives and any supervisors, and what makes each suitable for his/her designated role in performing the services to include the following:
 - a. Credentials,
 - b. Specific experience,
 - c. Special expertise,
 - d. Education,
 - e. Position in the company, and
 - f. Years with the company.

In the absence of actual staff selections, please disclose minimum expectations for the above criteria, including detailed explanations of roles on the team and general expectations for compensation and bonuses to meet performance goals and related expectations.

11. Submit a general annual communications plan describing person to person education, use of remote or virtual education platforms, and the Respondent's proposed marketing materials (monthly, quarterly, and annual) and methods. Such plan is intended to increase overall employee participation, enrollment, awareness, and engagement.

12. Provide an implementation plan that addresses, at a minimum:
 - a. Establishing an interface with Third-Party Administrator Services (Statement of Work, Section 14), and
 - b. Assuming the current assets and Participants of any or all current contractors that may not be selected by this ITN (Statement of Work, Section 16).
13. Provide an exit plan for the end of the Contract period.

3.3.3 Volume 3: Mandatory Responsiveness Requirements

The Respondent shall:

A. Mandatory Criteria Certification

Submit an Attachment B, Mandatory Criteria Certification Form, that provides a “Yes” Certification Answer for each Certification Question (or, for each Certification Question that has sub-questions, a “Yes” Certification Answer for one of those sub-questions). A Respondent’s failure to provide a “Yes” Certification Answer for each Certification Question (or, for each Certification Question that has sub-questions, failure to provide a “Yes” Certification Answer for one of the sub-questions) below will result in the Respondent being deemed non-responsive.

B. Price Response

Submit a Price Response. Attachment 3, Price Response, is proposed as a potential method for Respondents to use in submitting their Price Responses; however, Respondents may use other formats or concepts in proposing their Price Responses. Respondents are encouraged to offer creative pricing methods for the Department’s consideration.

3.3.4 Volume 4: Contract Exceptions

The Respondent should submit a full description of any exceptions it has to the terms in the attachments that comprise Attachment A, Standard Contract.

3.3.5 Volume 5: Proposal for Optional and/or Value-Added Services

The Respondent may propose to provide optional services that will make the services between one or more of the relevant parties (Department, Participants, Investment Providers, Paycenters, or Third-Party Administrator) more efficient, more valuable, or more manageable. Optional services should be available to the Department during the Contract with notice to the Contractor that the Department intends to opt into those services. The Department shall be under no obligation to adopt the Respondent’s proposed optional services into the Contract or to opt into the services during the life of the Contract.

A Respondent’s proposal for optional services should include the scope of services that would be addressed, the payment structure for those services (such as how the explicit fee would be modified or some other method of self-funding from the Plan), and how those services would integrate into the Respondent’s Technical Response (if at all).

As an example of a potential optional service, the Department is exploring having an Investment Provider assume the role of the Third-Party Administrator between the other Investment Providers. This would require the Respondent to develop a solution that would coordinate the Third-Party Administrator Processes and the Contractor’s Reporting Requirements under a multi-vendor operations model of the Plan. The Respondent should review DFS Contract No. TR222 at the following website:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=430000&ContractId=D1359> for

additional information regarding the services offered by the Department's current Third-Party Administrator.

Such proposal should detail how the basic functions of this architecture could be modified and or eliminated but still achieve the Department's objectives to manage a multi-vendor operations model for the Plan. A proposal to provide this service should include contribution maintenance, payroll processing, data aggregation, and reporting.

This volume should also include any value-added services the Respondent would like to propose to the Department that would not otherwise fall under the description for optional services provided above.

3.4 HOW TO SUBMIT A RESPONSE

The Department requests that the Respondent submit:

- One (1) original version of each volume of the Response.
 - The Respondent should include the originals of any documents required to be signed as part of the Response. The Respondent should label the cover and spine of the volumes "Original – Volume ____, Binder ____ of ____, " and include the Respondent's name and the ITN number.
- Three (3) additional copies of the Response.
 - The Respondent should include exact copies of the original Response. The Respondent should label the cover and spine of the volumes "Copy # ____, Volume # ____, Binder ____ of ____, " and include the Respondent's name and the ITN number.
- One (1) scanned copy of the entire Response on a CD-ROM or flash drive, with large files scanned as separate .pdf files.
- One (1) REDACTED scanned copy of the Response, to include one (1) Confidential Information index, if applicable (see Section 3.9, Confidential Response Materials and Redacted Submissions) on a CD-ROM or flash drive. The Respondent must ensure that all metadata has been removed from the files in the redacted copy.

NOTE: The Respondent may use an alternate method of binding other than a binder and include separate tabs or other methods of separation for the volumes of the Response in lieu of separate binders.

Respondents must send Responses in sealed packages to the Department of Financial Services at 200 East Gaines Street, Larson Building, Suite 146 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0347, by the deadline listed in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the ITN number and Respondent's name.

Due to current concerns related to the COVID-19 pandemic, **the Department will be unable to accept Responses that are hand-delivered to the Department.** Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).

SECTION 2.2, TIMELINE, SPECIFIES THE DEADLINE AND LOCATION FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.

3.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation submitted as a Response to the ITN will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes

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identified in section 119.071(1)(b), F.S. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

3.6 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, F.S., or other legal authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as “Unredacted Version – Contains Confidential Information” and place such information in an encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent should mark the redacted electronic copy with the Respondent’s name, Department’s ITN name and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract’s Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

During the negotiation phase of the ITN, the Department reserves the right to request copies of Responses that show the text of the Respondent’s redactions highlighted for ease of use.

3.6.2 Respondent’s Obligations to Defend its Claims

The Department is not obligated to agree with a Respondent’s claim of exemption or Confidential Information. By submitting a Response, the Respondent agrees to defend its claim that each and every portion of its redactions is exempt from inspection and copying under Florida’s Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department’s invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.7 WITHDRAWAL AND MODIFICATION OF RESPONSES

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Procurement Officer. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal.

3.8 MINOR IRREGULARITIES

The Department reserves the right to accept, reject, or waive any minor irregularity (including deviations, technicalities, or omissions) if the Department determines that doing so will serve the best interest of the State. At its option, the Department may allow a Respondent to correct any minor irregularity, but the Department is under no obligation to do so. The Department may request that a Respondent provide clarifications to correct any minor irregularity.

3.9 ADDITIONAL INFORMATION

At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the disqualification or rejection of the Response.

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the ITN. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

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SECTION 4. SELECTION METHODOLOGY

4.1 REVIEW OF MANDATORY RESPONSIVENESS REQUIREMENTS

The Procurement Officer will review each Response to determine whether the Response satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. Only those Responses that meet the mandatory responsiveness requirements will be evaluated. A Respondent who submits Response that does not satisfy the requirements of Section 3.2, Mandatory Responsiveness Requirements, will be deemed non-responsive and will not be considered for contract award.

4.2 EVALUATION TEAM

The Department's evaluation team will consist of at least three persons who collectively have experience and knowledge in the program area and service requirements for the contractual services sought under the ITN.

4.3 EVALUATION CRITERIA

Each Response will be evaluated as set forth in the remainder of this Section 4.3, Evaluation Criteria. The total number of points available to each Respondent for this ITN is 210 points. The Respondent's Price Response will not be scored.

4.3.1 EVALUATION OF TECHNICAL RESPONSE

Each evaluation team member will independently evaluate each Respondent's Volume 2: Technical Response against the evaluation criteria set forth in Attachment F, Evaluator Score Sheet. The maximum number of points for each criterion are set forth in Attachment D, Evaluator Score Sheet. The total number of points available for the Technical Response is 210. The Procurement Officer will add the points awarded by each evaluator for a Respondent and divide the total by the number of evaluators to determine a Respondent's technical response points.

4.3.2 PRICE RESPONSE

The Respondent's Price Response will not be scored in the evaluation phase of the ITN and will not be considered by the Department in determining a Competitive Range and selecting Respondents to invite to negotiations.

4.4 NEGOTIATION TEAM

The Department's negotiation team will consist of at least three persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and services requirements for which commodities or contractual services are sought.

4.5 NEGOTIATIONS

Selected Respondents will be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses, and/or to enter into negotiations with the Department. Any information that the Respondent provides during negotiations constitutes an Interim Revised Response (IRR) and becomes part of the Respondent's Response. Failure to provide requested information may result in rejection of the Response.

The Department reserves the right to negotiate different or additional terms, or the removal of terms, and related price adjustments, if any, if the Department determines that doing so would be in the best interest of the State or necessary for the effective administration of the Contract; this applies to all of Attachment A, Standard Contract, the Respondent's Response (including all revisions), and any other document that may become part of the Contract. As used in this paragraph, the word "terms" includes all terms, conditions, or other requirements that will become part of the Contract and includes how those terms are arranged or presented (e.g., revised pricing models or additional attachments).

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The negotiation team may consider the evaluators' scoring and/or any information obtained during Evaluation. The negotiation team may consider any additional information that comes to its attention during the negotiations.

Respondents may be provided an opportunity to recommend value-added or optional services. Respondents may provide information regarding these alternatives or services during negotiations. These will be reviewed by the negotiation team and negotiated at the sole discretion of the negotiation team. The Department shall be under no obligation to accept these alternatives or services.

The negotiation team may request that Respondents propose alternative solutions to certain aspects of their Responses during negotiations. If the negotiation team determines that a proposed alternative solution is not acceptable, and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration or the negotiation team may stop negotiation with that Respondent.

Negotiations will continue until acceptable terms and conditions are agreed upon through final BAFOs or it is determined that an acceptable agreement cannot be reached.

The Department may at any time during the negotiations eliminate a Respondent from further consideration or stop negotiations with a Respondent. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract award.

The negotiation team will arrive at its recommendation by majority vote during a public meeting. The negotiation team may, in its sole discretion, rank all Respondents, a portion thereof, or provide no ranking at all, as it deems necessary.

4.5.1 Negotiation Location and Attendance

The Department will schedule negotiation sessions and distribute instructions and/or agendas in advance of each negotiation session. The negotiation sessions will be conducted in Tallahassee, Florida (FL) unless indicated otherwise by the Procurement Officer. The representatives for each Respondent (including a representative authorized to agree to Contract terms on behalf of the Respondent and key proposed project team members relevant to the topic being discussed) must plan to be available in person or via teleconference as determined by the Department, without interruptions, for the entirety of the Respondent's scheduled negotiation session(s) in Tallahassee, FL. The Department reserves the right to require attendance (physical or virtual) at negotiation sessions by particular representatives of the Respondent.

4.5.2 Revised Responses and Best and Final Offers

During the Negotiation period, the Department may request clarification and revisions to Responses (including BAFOs and revised BAFOs) until it is satisfied that it has achieved the best value to the State.

4.5.3 Other Department Rights During Negotiations

The Department reserves the right at any time during the negotiation process to:

- Schedule additional negotiation sessions with any or all responsive Respondents.
- Require any or all Respondents to provide additional, revised, or final Responses addressing specified topics.
- Require any or all Respondents to provide a written BAFO.
- Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.

- Arrive at an agreement with any Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- Decline to conduct further negotiations with any Respondent.
- Re-open negotiations with any Respondent.
- Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where consistent with the terms of this ITN.
- Pursue the division of contracts between Respondents by type of service.
- Review and rely on relevant information contained in the Responses.
- Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.
- Obtain and check references to assess the experience and extent of success in the Respondent's current or past projects. References may be obtained from persons or entities for whom the Respondent has provided services within the last five (5) years preceding the date this ITN was posted to the VBS. The Department may use the Attachment C, Business Reference Form, or a modified version thereof to obtain these business references.
- Contact references not provided by the Respondent.
- Obtain additional financial information from the Respondent, including but not limited to tax information and other federal or regulatory filings.
- Obtain plan-related materials from other comparative plans, including but not limited to contractual documents, procedures, marketing materials, and transactional forms.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, and the Respondent(s) affected by those actions.

4.6 SELECTION CRITERIA

The negotiators will recommend the award of Contracts to Respondents that the negotiators determine will provide the best value to the State based on the following selection criteria:

- The Respondent's articulation and demonstration of its ability to address the requirements of the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The Respondent's use of innovation to address the needs to the Department and Plan Participants;
- The favorability for the Department of the terms of the proposed Contract with the Respondent;
- The Respondent's experience in addressing services similar in type and scale as what will be required by the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The experience and skill of the Respondent's proposed staff relative to the proposed Solution and the needs of the Department; and
- The Respondent's pricing, overall costs to the Department and Plan Participants, and the value of the services offered by the Respondent.

The negotiation team may, by majority vote, amend the selection criteria.

A Respondent's responsiveness and responsibility may be assessed at any point in the selection process. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected.

SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract may be awarded to the two or three responsible and responsive Respondents that the Department determines will provide the best value to the State based on the selection criteria.

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not being responsible vendors as defined in section 287.012, F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

The Department reserves the right to accept or reject any or all Responses, or separable portions of Responses.

5.2 RECOMMENDATION OF AWARD

The Department will develop a recommendation of award, based on the selection criteria identified in this ITN, that will be submitted to the Chief Financial Officer or designee.

5.3 CHIEF FINANCIAL OFFICER'S APPROVAL

The Chief Financial Officer, or designee, will make the final decision for award after receiving the recommendation of award.

5.4 AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into Contracts with the Respondents identified therein on the VBS. If the Department decides to reject all Responses at any time during the solicitation, the Department will post a notice to that effect on the VBS.

5.5 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

The awarded Respondents must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondents will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031, F.A.C.

5.6 EXECUTION OF CONTRACT

Each awarded Respondent must sign the Contract within 30 calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department also reserves the right to award to another Respondent that submits a BAFO if the Department does not receive a timely signed Contract from an awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.