

DEPARTMENT OF MANAGEMENT SERVICES

INVITATION TO NEGOTIATE

CONTRACT FOR

**STATE UNIVERSITY SYSTEM OPTIONAL
RETIREMENT PROGRAM (SUSORP)
403(B) – ADDITIONAL SERVICE PROVIDER**

ITN NO.: DMS-12/13-014

RELEASE DATE: DECEMBER 20, 2012

**Refer ALL Inquiries to
Procurement Officer:**

Lori L. Anderson, FCCN, FCCM
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Suite 380.9Z
Tallahassee, FL 32399-0950
Telephone: (850) 410-2404
lori.anderson@dms.myflorida.com

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Included as separate documents:

ATTACHMENT A – Plan Demographics

ATTACHMENT B – Plan Document

ATTACHMENT C – Plan Sponsor Data Format

ATTACHMENT D – List of University Locations

ATTACHMENT E – Questionnaire and Pricing Information

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SECTION 1 – INTRODUCTORY MATERIALS

1.1 Definitions.

A. Contract

The agreement that results from this competitive procurement, if any, between the Department and the Service Provider.

B. Department

The Department of Management Services. Also referred to herein as “DMS.”

C. F.S.

Florida Statutes.

D. Invitation to Negotiate

This competitive solicitation. Also referred to herein as “ITN” or “solicitation.”

E. Procurement Officer

Means the Department of Management Services’ purchasing point of contact for this solicitation. The Procurement Officer is identified on the cover of this ITN.

F. Respondent

A vendor who submits a reply to this ITN. Also referred to herein as “vendor” and “Service Provider.”

G. Services

The services sought through this Invitation to Negotiate.

H. Service Provider

The vendor selected by the Department through this competitive solicitation with whom the Department will enter into a contract. Also, referred to herein as “Contractor.”

I. State

The State of Florida.

J. State Agencies

Any of the various state officers, departments, boards, commissions, divisions, bureaus, and councils and any other unit of organization, however designated, of the executive branch of state of Florida government.

K. VBS

The Vendor Bid System.

Note: Please see the PUR 1001 and 1000, Sections 1, for other definitions relevant to this ITN.

1.2 Procurement Overview

Pursuant to section 287.057(1)(c), Florida Statutes (F.S.), the State of Florida, Department of Management Services, seeks replies from vendors interested in contracting with the state to provide a full-service package of recordkeeping, administration and trustee services for its State University System Optional Retirement Program (the "Program"). Please see **Attachment A** for demographic information regarding the Program.

In sum, the services sought through this Invitation to Negotiate (ITN) are:

- A. Defined contribution ("DC") recordkeeping and administration services;
- B. Employee self-service systems and infrastructure via telephone and internet;
- C. Data management services, including creation and maintenance of employee data, transaction data and history, supplier interfaces, and necessary files for updating of DMS' payroll and data systems;
- D. Trust and custody services including check writing, federal and state tax withholding and form preparation; and
- E. Integrated education and communication services for participants regarding their benefits, the importance of saving and asset allocation, including on-site representative support.

The process for evaluating and selecting a vendor to provide the services is addressed in sections 3.12 and 3.13.

1.3 Pass/Fail Requirements

Respondent shall complete and submit **FORM 9 - Pass Fail Certification** as part of its reply. The Respondent's **FORM 9** shall be included in **TAB E** of its Reply.

FAILURE TO COMPLETE AND SUBMIT FORM 9 AS PART OF THE ITN REPLY WILL RESULT IN IMMEDIATE REJECTION OF THE RESPONDENT'S REPLY. ANY MODIFICATIONS TO THE PASS / FAIL REQUIREMENTS CONTAINED IN RESPONDENT'S FORM 9 WILL BE CONSIDERED MATERIAL AND WILL RESULT IN REJECTION OF THE REPLY.

FORM 9 requires certification by the Respondent that:

- A. A "gross pricing" arrangement will be available under the prospective contract. For purposes of this ITN gross pricing is the actual cost for providing recordkeeping/trustee services assuming no proprietary funds are offered and no funds provide fee sharing or Sub-Transfer Agency offsets (i.e., what it costs to provide the actual recordkeeping services, regardless of how payment is received). The gross pricing provided should include all charges for providing the requested services and should include all conversion and recurring charges (if any). The Department's preference is for gross pricing based on a per-participant charge; however, Respondents may provide gross pricing as an asset-based fee. As indicated in Section 3.12, the Respondent's

willingness to offer a hard dollar per-participant fee structure will be considered during the evaluation of the Respondent's quoted fees.

- B.** An open architecture platform will be used by Service Provider when providing the Services. The Department has provided a preferred investment lineup to be used by the Service Provider. While it is expected that this lineup will be used, if a particular fund is not available on your platform, Respondent may suggest an alternative investment. The Department may negotiate the investment lineup as the ITN process progresses.
- C.** A group custodial agreement is required, with control over contract termination and trust-to-trust transfer direction solely by the Department.
- D.** The prospective contract may be terminated by the Department without cause.
- E.** The use of a particular guaranteed / fixed annuity product cannot be required.
- F.** A participant brokerage window (mutual funds only, open to nonproprietary and proprietary funds) must be available.
- G.** Respondent understands that it will be required to work with multiple contacts at DMS and each university covered under the Program.
- H.** Respondent will administer the Department's Plan in accordance with a custom plan document (the current Plan document is enclosed with this ITN as **Attachment B**).
- I.** Respondent will accept data submissions in Department's format (currently used by the other vendors). A copy of this Plan Sponsor Data format is included with the ITN as **Attachment C**.
- J.** Respondent will provide on-site representatives at each university to support participants to the extent required by each university. A list of all applicable locations is included with this ITN as **Attachment D**.
- K.** If timely correction of excess contributions are not made, your firm will be able to accommodate excess contributions in accordance with section 403(c) of the Internal Revenue Code.
- L.** Response received by the date/time indicated in the Procurement Timeline, Section 1.5.
- M.** Convicted Vendor List
The Respondent has not been disqualified from the public contracting and purchasing process in accordance with Section 287.133(3) (d), Florida Statutes.
- N.** Suspended Vendor List
The Respondent has not been removed from the Department's vendor list pursuant to Rule 60A-1.006, Florida Administrative Code.
- O.** The Respondent shall provide the Department copies of its Articles of Incorporation in order to transact business in State of Florida.

NOTE: Pursuant to Section 7.5 Compliance with Laws, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org.

If your organization cannot meet these pass / fail qualifications, a response to this RFP should not be submitted.

1.4 Background

The Department’s Division of Retirement oversees administration of the State University System Optional Retirement Program (“SUSORP”), an Internal Revenue Code Section 403(b) retirement plan. See section 121.35, Florida Statutes. ING, Jefferson National, MetLife, TIAA-CREF, and VALIC are currently approved vendors to receive ongoing contributions for the SUSORP. However, chapter 2012-10, Laws of Florida, provided for the expansion of the number of SUSORP vendors from five to six. As such, the Department is looking to add a sixth approved vendor, for ongoing contributions. The anticipated start date is **July 1, 2013**, with the contract term effective through December 31, 2014.

Note also that the Department will soon issue a separate competitive solicitation to reprocur all SUSORP services.

1.5 Procurement Timeline

Listed below are important dates and times by which actions are scheduled to be taken or completed. If the Department finds it necessary to update any of the dates or times noted, the Department will post an Amendment to the ITN on the Vendor Bid System (VBS). All times listed below are Eastern Standard Time (EST) in Tallahassee, Florida.

DATE	TIME	ITEM
December 20, 2012		Release of Solicitation
January 7, 2013	5:00 p.m. EST	Questions Due
January 14, 2013		Date Answers to Questions are posted on the Vendor Bid System
January 23, 2013	2:00 p.m. EST	Replies Due/Opening
January 28 – February 28, 2013		Evaluation of Responses

March 6, 2013	5:00 p.m. EST	Anticipated Posting of Ranking and Intent to Negotiate
March 13 – March 27, 2013		Contract Negotiations Start
April 10, 2013		Anticipated Posting of Intended Award on Vendor Bid System
July 1, 2013		Anticipated Contract Start Date

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SECTION 2 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

The PUR 1001 is incorporated by reference and may be viewed at the following link:

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

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SECTION 3 – SPECIAL INSTRUCTIONS TO RESPONDENTS

This section serves in conjunction with the PUR 1001 General Instructions to Respondents.

3.1 Order of Precedence

All replies are subject to the terms and conditions of this solicitation, which in case of conflict, shall have the following order of precedence listed:

- Special Instructions to Respondents
- Special Contract Conditions
- Scope of Work
- Price Proposal Form
- General Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introductory Section

3.2 Amendments to the Solicitation Documents

The Department will post amendments to the solicitation documents on the VBS under the Department of Management Services' separate subpage (i.e., under the agency drop-down box). The VBS can be accessed at the following internet link: http://www.myflorida.com/apps/vbs/vbs_search.criteria_form, under this ITN title and number. It is the responsibility of all potential Respondents to monitor this site for any new or changing information prior to submitting your reply. No negotiations, decisions, or actions will be initiated or executed by a potential Respondent as a result of any oral discussions with a State employee. Only those communications that are in writing from the Department will be considered as a duly authorized expression on behalf of the State.

3.3 Questions

Respondents shall present any questions they have regarding this solicitation in writing to the Procurement Officer identified on the cover sheet of this solicitation. Questions are due from Respondents on or prior to the date identified in the Timeline found in Section 1.5 of this ITN. The Department will post the answers to the questions on the VBS by the date identified in the Timeline found in Section 1.5.

3.4 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to requirements found in section 287.058, Florida Statutes, the General Contract Conditions contained in the PUR 1000 and / or the Special Contract Conditions are not permitted. If a Respondent has any questions regarding the requirements or terms and conditions of this solicitation such questions shall be presented in writing to the Procurement Officer and addressed during the question and answer phase of this solicitation. Including alternate provisions or conditions to this solicitation that are not consistent with the primary goals of the Department may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

3.5 Special Accommodation

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator, Dave Wiggins at (850) 922-7535. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

3.6 Confidential, Proprietary, Copyrighted, or Trade Secret Material

The following subsection supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a reply, 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 reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.7 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and Respondents drug-free. Section 287.087, F.S., provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form, **Form 2**, to certify that the Respondent has a drug-free workplace program.

3.8 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to our effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

3.9 Inapplicable Provisions of PUR 1001 General Instructions for Respondents

The following provisions found in the PUR 1001 are not applicable to this ITN or are amended as provided below:

- Section 3. Electronic Submission of Replies
Replies shall be submitted in accordance with Section 3.10.
- Section 4. Terms and Conditions
Amended only to the extent the order of precedence of this solicitation is provided in Section 3.1 above.
- Section 5. Questions
Questions shall be submitted in accordance with Section 3.3.

3.10 Reply Submittal

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

Respondents are responsible for submitting their replies to this ITN to the Procurement Officer by the date and time specified in Section 1.5 of this solicitation. The Department will not consider late replies.

In reply to this ITN, Respondents shall:

- A. Submit one signed original hardcopy of its reply with seven (7) identical copies of the original.
- B. Submit two identical, electronic copies of its reply on two CD-ROMs.
 - If the Respondent believes its reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, **submit one redacted electronic version of the reply, provided on a CD-ROM.** See Section 3.6 above. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the

Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the vendor. The Department will rely upon vendor submitting the redacted version to ensure the redacted version satisfies this requirement.

- C. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.
- D. Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent's company name, and solicitation number.

3.11 Contents

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, and Executive Summary.

TAB A shall contain a cover letter on the Respondent's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Respondent to provide the Services. The cover letter must state that the Respondent agrees to provide the services as described in the ITN. Also, **TAB A** shall contain an Executive Summary of the Vendor's reply. The Executive Summary will be limited to three pages total and will describe the technical methodology the vendor proposes in concise and meaningful manner. *No pricing information is to be included in the Executive Summary.*

TAB B Experience and Ability to Provide Services.

TAB B shall include the following information:

A. References.

Using **FORM 8** to this ITN, Respondents shall provide three references from similar higher education clients with non-ERISA, governmental 403(b) plans that the Respondent has provided services of similar scope and size to the services identified in the ITN. **In addition to submitting FORM 8**, for each reference provided, Respondents shall provide a separate statement from the entity providing the reference that describes in detail the quality of the services provided by Respondent and how effective Respondent was in meeting its obligations under the contract. References shall pertain to current / ongoing services or those that were completed after August 31, 2007. References shall not be given by:

1. Employees of the State of Florida.
2. Persons employed by the State within the past three years.
3. Persons currently or formerly employed or supervised by the Respondent or its affiliates.
4. Board members within the Respondent's organization.
5. Relatives of any of the above.

References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the right to use references other than those provided by the Respondent when making its best value determination.

B. Similar Contracts and Services.

Respondents shall describe all contracts executed in the last five years that are of similar scope and size to the services sought in this ITN. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought via this ITN. The listing shall contain the organization name, contact name, address, telephone number and e-mail address of the entity who received the services from Respondent.

C. Disputes.

Respondents shall identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any government agency customer within the last five years related to contracts Respondent has where it provided consulting services. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that Respondent was in default of a duty under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or administrative action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Respondents must also indicate whether the disputes were resolved and, if so, explain how they were resolved.

D. Ability to Provide Services.

Respondents shall provide a detailed description of the Respondent's ability to meet the primary goals and provide the services sought via this ITN. Respondent shall identify the team members the Respondent plans to use to provide the solution and services proposed in the Reply. Detail shall be provided as to each identified team member (e.g., years of employment with your organization, roles and responsibilities of team members, their involvement in responding to this ITN, role in providing services via the prospective contract, physical work location, total number of clients for whom they are responsible, etc.). Respondent shall also provide the same information for all subcontractors if subcontractors will be used by Respondent to provide the services.

E. Pass / Fail Requirements.

Respondents shall certify that they meet the minimum qualifications using **FORM 9** of this ITN to be included in **TAB E** below.

TAB C Questionnaire and Pricing Information.

Attachment E contains a detailed questionnaire regarding the Respondent's servicing capabilities. The 'Plan Fees and Expenses' section of the questionnaire allows for the entry of proposed pricing information. **Respondents will need to contact the Procurement Officer to request a Word version of the questionnaire, and responses to all questions should be entered directly into the Word document.** For any Respondents who have previously submitted bids for defined contribution services using Hewitt EnnisKnupp's database, the questionnaire we provide will be pre-populated with their most recent responses; however, all answers should be carefully reviewed and updated as appropriate for this ITN.

The electronic copy of this questionnaire must be returned in the **same format** as the original (i.e., it must be in its original Word format using the same version of Word; please do not save the document into a newer version of Word with a "docx" extension).

Any additional materials which may be necessary to adequately respond to the client-specific questions in the questionnaire should also be included in TAB C (i.e., sample Service Level Agreement, list of available ad-hoc reports, list of available guaranteed or fixed products, etc.).

TAB D Investment Lineup Information.

Attachment F contains the preferred investment lineup to be used by the selected vendor. While it is expected that this lineup will be used, if a particular fund is not available on your platform, you may suggest an alternative investment. The Department may negotiate the investment lineup as the ITN process progresses. **Respondents will need to contact the Procurement Officer to request the Excel version of the investment lineup information document, and the responses to the requested information should be entered directly into the Excel document.** Please review the 'Instructions' tab of the Excel document for more information.

TAB E Certifications / Forms

Respondents shall complete the following forms and submit to the Department in **TAB E**:

- **FORM 1 – RESPONDENT'S CONTACT INFORMATION**
- **FORM 2 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**
- **FORM 3 – NO CONFLICT OF INTEREST CERTIFICATION**
- **FORM 4 – NON-COLLUSION CERTIFICATION**
- **FORM 5 – STATEMENT OF NO INVOLVEMENT**
- **FORM 6 – SUBCONTRACTING**
- **FORM 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**
- **FORM 8 – BUSINESS/CORPORATE REFERENCE**
- **FORM 9 – PASS/FAIL CERTIFICATION**

TAB F Sample Communication Materials

Please include sample participant communication materials, including a sample enrollment kit and any other enrollment materials you believe are important for the Department to consider.

3.12 Reply Evaluation Criteria

An Evaluation Team will be established to review and evaluate replies to this ITN in accordance with the evaluation process described below.

A. Services (50% Overall Weighting)

The Respondent's ability to provide the required services will be evaluated based upon the responses provided to the questions in the Questionnaire, **Attachment E**, including both the generic and client-specific questions. A total of 0 - 100 points will be awarded.

The questions related to servicing capabilities are grouped into five categories, with each individual category weighted as follows:

1. Organization / Market Focus (15%)
2. Recordkeeping / Administration (30%)
3. Regulatory Compliance / Reporting (15%)
4. Trustee / Custodial (5%)
5. Communication / Education (25%)
6. Conversion / Implementation (10%)

Note that the Questionnaire includes a 'Company Stock' section. No responses are required for this section, since the SUSORP does not hold Company Stock. If responses are provided, they will not be evaluated or scored.

B. Fees (30% Overall Weighting)

A total of 0 – 100 points will be awarded, based on the following criteria and weightings:

1. The Respondent's specific quoted fee, as indicated in **Attachment E** (80%)
2. The structure of the Respondent's quoted fee (i.e., hard dollar per-participant or asset-based), as indicated in **Attachment E** (15%)
3. Responses to the questions in the 'Fee Structure / Flexibility' section of **Attachment E**, as well as the responses to client-specific questions #24-28 in **Attachment E** (5%)

C. Investments (20% Overall Weighting)

A total of 0 – 100 points will be awarded, based on the following criteria and weightings:

1. Ability to accommodate the preferred investment lineup or acceptable alternatives, as indicated by the responses provided in **Attachment F** (95%)
2. Responses to the questions in the 'Investment Offerings / Flexibility' section of **Attachment E** (4%)
3. Ability to offer an alternative fixed interest product (1%), as indicated by the response to client-specific question #2 in **Attachment E**.

3.13 Reply Evaluation and Negotiation Process

As to the Invitation to Negotiate process, section 287.057(1)(c), F.S., provides in part:

(c) Invitation to negotiate.—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.

Using the evaluation criteria specified above, in accordance with section 287.057, F.S., in order to establish a competitive range of replies reasonably susceptible of award, the Department will evaluate and rank the replies and, at the Department's sole discretion, proceed to negotiate with Respondent(s) as follows:

- A.** One or more of the highest ranked Respondent(s) will be invited to negotiate a contract. Respondents are cautioned to propose their best possible offers in their initial reply as failing to do so may result in them to not be selected to proceed to negotiations. As necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract model will serve the state's needs and is determined to provide the best value to the state.
- B.** The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C.** Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents that proceed to negotiations may be required to make a

presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit(s), etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's reply. Failure to provide requested information may result in rejection of the reply.

- D.** As part of the negotiation process, the Department may check references provided to obtain independent verification of the information provided in the reply and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the vendor.

The focus of the negotiations will be on achieving the solution that provides the best value to the state based upon the selection criteria and the requirements of this procurement. The selection criteria includes, but is not limited to:

- The Respondent's demonstrated ability to effectively provide the services,
- Fees and fee structure
- The Respondent's ability to offer open architecture and accommodate the preferred investments ,
- Functionality and ease of use of the participant and plan sponsor websites
- Communication materials

The Department reserves the right to utilize subject matter experts, subject matter advisors and multi-agency or legislative advisors to assist the negotiation team. The negotiation process will also include negotiation of the terms and conditions of the contract.

- E.** In submitting a reply a Respondent agrees to be bound to the terms of the General and Special Contract Conditions. Respondents should assume those terms will apply to the final contract, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.
- F.** The Department reserves the right to reject any and all replies if the Department determines such action is in the best interest of the State. The Department reserves the right to waive minor irregularities in replies.
- G.** At the conclusion of negotiations, the Department will issue a written request for best and final offer(s) to one or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

- The final Statement of Work;
- All negotiated terms and conditions to be included in final contract; and
- A final cost offer.

The Respondent's best and final offers will be delivered to the negotiation team for review. Thereafter the negotiation team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the selection criteria.

- H. The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of the State.

3.14 Disclosure of Reply Contents

All documentation produced as part of the ITN will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the reply opening.

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SECTION 4 – SCOPE OF WORK

4.1 Scope of Services

Attachment G – Draft Contract contains detail regarding the scope of services relevant to this ITN.

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SECTION 5 – PRICING

Respondents shall use **Attachment E – Questionnaire and Pricing Information**, to provide their pricing reply. See sections 3.11 and 3.12 above.

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SECTION 6 – GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1001 is incorporated by reference and may be viewed at the following link:

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

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SECTION 7 – SPECIAL CONTRACT CONDITIONS

7.1 Term and Renewal

Assuming a July 1, 2013, start date, the Term of the Contract will be eighteen months with no renewal options.

7.2 Subcontracting

The Contractor shall be fully responsible for all work performed under the contract resulting from this solicitation including but not limited to planning, managing, implementing, operation, supporting, and warranties if applicable. If the Contractor needs to subcontract for any services (other than those already outlined in its reply) the Contractor shall submit a written request to the Department's Contract Manager. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. A description of the component/type of services to be performed by the subcontractor and why the contractor is unable to perform this service;
- C. Time of performance of the identified service;
- D. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- E. Certification by the Contractor that the subcontractor has all licenses and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida;
- F. Certification by the Contractor that the subcontractor has successfully engaged in the identified business for a specified period of time, has successfully completed work comparable in scope and specification to that required by the resultant contract, and is qualified both technically and financially to perform services via a subcontract.
- G. A copy of the written subcontract agreement; and
- H. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the resulting contract. This includes but is not limited to PUR 1000 General Contract Conditions, Section 35, Insurance Requirements.

All subcontractors must be approved in writing by the Department's contract manager before the subcontractor is authorized to subcontract.

The Contractor is solely responsible for insuring that the subcontractor performs as specified in the resultant contract. The Contractor's use of a subcontractor not identified in its reply or approved by Department's Contract Manager as provided above shall constitute a breach of Contract. During the term of the resultant Contract, and subject to prior written approval of the Department's Contract Manager (i.e., approval before services are provided by a subcontractor), subcontractors may be substituted or added.

7.3 Failure to Meet Performance Expectations / Contract Requirements

Remedies available to the Department for failure of contractor to meet the requirements of the prospective contract include:

- Default pursuant to rule 60A-1.006, Florida Administrative Code;
- Termination for Cause pursuant to section 23 of the PUR 1000; and
- Any other remedies available to the Department under the contract or as authorized by law.

7.4 Default

Failure to adhere to contract terms and conditions may be handled in accordance with the process provided in Rule 60A-1.006, Florida Administrative Code. The Department may also take any other legal action deemed necessary and appropriate to make the State whole in the event of such default.

7.5 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A-1, F.A.C., governs the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

7.6 Inapplicable Provisions of PUR 1000 General Conditions

The following provisions found in the PUR 1000 are not applicable to this ITN or are amended as provided below:

- Section 2. Purchase Orders
- Section 4. Price Changes Applicable only to Term Contracts, is amended to remove subsection (b), Best Pricing Offer
- Section 14. Transaction Fee
- Section 27. Purchase Order Duration

7.7 Intellectual Property

Any intellectual property developed as a result of this contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the contract.

7.8 Background Checks

The Service Provider shall ensure that background history checks, including criminal history, are conducted on all current and newly-hired employees, including all subcontractor employees, prior to the employee or subcontractor providing services under the Contract. All employees and subcontractors of Service Provider providing Services per the Contract are considered to be persons of special trust and shall therefore undergo a Level II background screening by the Department's Inspector General. The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Service Provider. The Service Provider shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to section 435.04(2), Florida Statutes.

The Service Provider shall require all of its employees and all subcontractor employees to report to the Department any criminal matter as identified in section 435.04, Florida Statutes, that employee has been involved in, no later than two business days of such incident.

The Department shall have the right to audit compliance with this section upon reasonable notice during normal business hours, and Service Provider and its subcontractors shall cooperate with this audit process.

The Service Provider will maintain a list of employees and subcontractors that have undergone a Level II background check per this Contract, the date when the Level II background check was conducted, and ensure that such background checks are refreshed every three years based upon the date of the prior Level II background check.

7.9 Geographic Location of Data and Services

The Department requires that all data generated, used, or stored by Service Provider pursuant to the prospective Contract will reside and remain in the continental U.S. and will not be transferred outside of the continental U.S. The Department also requires that all Services provided under the Contract will be performed by persons located in the continental U.S.

7.10 Audits

1. The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Service Provider and/or Subcontractors as determined by the Department including but not limited to audits of payments made to the Service Provider pursuant to the Contract, transaction fee obligations, and any other activities related to this Contract. Except in emergency situations, prior notice of at least fifteen (15) calendar days shall be provided for audits conducted at the Service Provider's (or a Subcontractor's) premises. Audits may include but shall not be limited to audits of policies, procedures, computer systems, files, project-related subcontracts, and the Department's service records, accounting records, internal audits, and quality control assessments. The Department may, upon reasonable notice, enter and inspect the Service Provider's (or a Subcontractor's) physical facilities where operations required under this Contract are performed. The Service Provider (and, as applicable, Subcontractor) shall work with any representative selected by the Department to conduct said audits and inspections, including but not limited to other state agencies, but excluding any competitor of the Service Provider. When providing

records Service provider believes are confidential refer to Chapter 119, F.S., regarding the states obligation to maintain and provide public records.

2. Retention of Records: The Service Provider shall maintain certain records related to its performance of the Contract until the expiration of five (5) years after final payment of all amounts due under this Contract and all pending matters hereunder are closed (collectively, the "Audit Period"). The Service Provider shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, cost records and any other information pertaining to this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other contract-related procedures specified herein. Financial and accounting records shall be made available, upon request, to the State upon reasonable notice during the Audit Period. If an audit, litigation, or other action involving the Service Provider's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later. Notwithstanding the foregoing, the Service Provider shall comply with the record access provisions of Chapter 119, Florida Statutes, and the record keeping standards of the Rules of the Department of State, Division of Library and Information Services, according to Florida Administrative Code Chapter 1 B-24.
3. The Department may conduct an audit and review all the Service Provider's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Service Provider's fees and claims for payment under the Contract, the Service Provider's agreements or contracts with Subcontractors, partners or agents of the Service Provider, pertaining to this Contract and the Services, may be inspected by the Department upon fifteen (15) days notice, during normal working hours, and in accordance with the Service Provider's facility access procedures where facility access is required. The Service Provider confirms that release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Service Provider's contracts relating to this Contract.
4. The following records are specifically excluded from inspection, copying, and audit rights under the Contract:
 - a. Records of the Service Provider (and Subcontractors) that are unrelated to the Contract, and
 - b. Documents created by and for the Department or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Department under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.
 - c. The Service Provider's, or any Subcontractor of the Service Provider's, internal cost and resource utilization data, or data related to employees, or records related to other customers of the Service Provider, or any Subcontractor of the Service Provider who is not performing Services under this Contract.
5. The right of the Department to perform audits and inspections shall continue for as long as the Service Provider is required to maintain records. The Department will use reasonable

efforts to minimize the number and duration of such audits or inspections conducted and to conduct such audits and inspections in a manner that will minimize the disruption to the Service Provider's business operations.

6. The state's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.
7. Information disclosed during an audit or inspection is subject to disclosure pursuant to chapter 119, Florida Statutes.

7.11 Additional Terms and Conditions

The provisions of section 287.058(1) (a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services the provisions of 287.058(1)(b) and (g), F.S. is also incorporated by reference.

7.12 Administration

The Contract Administrator is the employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Lori L. Anderson, FCCN, FCCM
Contract Administrator
Department of Management Services
4050 Esplanade Way, Suite 380.9Z
Tallahassee, FL 32399-0950
Telephone: (850) 410-2404
lori.anderson@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

7.13 Management

The Contract Manager is the Department employee who is primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Bob Henning
Benefits Administrator
Florida Department of Management Services
Division of Retirement
P.O. Box 9000, Tallahassee, FL 32315-9000
Telephone: (850) 413-9381 or Toll Free (877) 378-7677
Email Address: bob.henning@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

7.14 Employment Eligibility Verification

Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

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SECTION 8 – FORMS

The Attachments listed below shall be completed and returned in accordance with **Section 3.11**.

FORM 1 – RESPONDENT’S CONTACT INFORMATION

FORM 2 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

FORM 3 – NO CONFLICT OF INTEREST CERTIFICATION

FORM 4 – NON-COLLUSION CERTIFICATION

FORM 5 – STATEMENT OF NO INVOLVEMENT

FORM 6 – SUBCONTRACTING

FORM 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

FORM 8 – BUSINESS/CORPORATE REFERENCE

FORM 9 – PASS / FAIL CERTIFICATION

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FORM 1 – RESPONDENT’S CONTACT INFORMATION

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be:

Name	_____	_____
Title	_____	_____
Address	_____	_____
	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

FORM 2 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Section 287.087 of the Florida Statutes provides that, where identical tie replies are received, preference shall be given to a reply received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent's Name: _____

By: _____
Authorized Signature

Print Name and Title

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FORM 3 – NO CONFLICT OF INTEREST CERTIFICATION

Company or Entity Name: _____

For the purpose of participating in the solicitation process and complying with, the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 4 - NON-COLLUSION CERTIFICATION

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to certify this statement on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s) the amount of this Reply, and the preparation of the Reply. I certify that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount of this Reply, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply for this contract, or to submit a price(s) higher than the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply of my firm 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 Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I, the named firm, understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of replies for this contract.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the State of Florida to assist it in:

- 1. Developing this solicitation; or,

- 2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 6 – SUBCONTRACTING

The Respondent shall complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval, but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified
Minority Business Enterprise (CMBE)
or Women-Owned Business (WBE)? Yes _____ No _____

Occupational License No: _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

FORM 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed, complied and/or accepted all Addendum(s) / Amendment(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) / Amendment(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 8 – BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a Florida competitive solicitation. Upon completion of this form, please return original to Respondent. **As noted in section 3.11, references are to be provided from three similar higher education clients with non-ERISA, governmental 403(b) plans.**

This business reference is for (Respondent's Name): _____

Name of the person providing the reference: _____

Title of person providing the reference: _____

Name of organization person providing the reference works: _____

1. Please identify your relationship with the Respondent (e.g., customer, subcontractor, etc.).
2. How many years have you done business with the Respondent?
 - a. Please provide dates:
3. Please describe the primary services the Respondent provides(ed) to your organization.
4. Did the Respondent act as a primary provider or as a subcontractor?
5. Do you have a business, professional, or other interest in the Respondent's organization? If so, what is the interest?
6. What were the most common user complaints received during the time Respondent provided services to your organization?
7. Please describe your level of satisfaction with the services provided by Respondent.
8. Would you conduct business with the Respondent's organization again?
9. Are there any additional comments you would like to make regarding the Respondent's organization?

FORM 9 – PASS/FAIL CERTIFICATION

As noted earlier in this ITN, the following requirements must be met by all Respondents. Any modifications to these requirements will be considered material and will result in rejection of the reply. Please sign below and return this form to certify that:

- 1) A “gross pricing” arrangement (as described earlier in this ITN) will be available under the prospective contract.
- 2) An open architecture platform will be used when providing the services.
- 3) A group custodial agreement is required, with control over contract termination and trust-to-trust transfer direction solely by the Department.
- 4) The prospective contract may be terminated by the Department without cause.
- 5) The use of a particular guaranteed / fixed annuity product cannot be required.
- 6) A participant brokerage window (mutual funds only, open to nonproprietary and proprietary funds) must be available.
- 7) Respondent understands that it will be required to work with multiple contacts at DMS and each university covered under the Program.
- 8) Respondent will administer the Department’s plan in accordance with a custom plan document (enclosed with this ITN as **Attachment B**).
- 9) Respondent will accept data submissions in the Department’s format (currently used by the other vendors). A copy of this data format is included with the ITN as **Attachment C**.
- 10) Respondent will provide on-site representatives at each university to support participants to the extent required by each university. A list of all applicable locations is included with this ITN as **Attachment D**.
- 11) If timely correction of excess contributions are not made, your firm will be able to accommodate excess contributions in accordance with section 403(c) of the Internal Revenue Code.
- 12) Response received by the date/time indicated in the Procurement Timeline, Section 1.5.
- 13) Convicted Vendor List
The Respondent has not been disqualified from the public contracting and purchasing process in accordance with Section 287.133(3) (d), Florida Statutes.
- 14) Suspended Vendor List
The Respondent has not been removed from the Department’s vendor list pursuant to Rule 60A-1.006, Florida Administrative Code.

- 15) The Respondent shall provide the Department copies of its Articles of Incorporation in order to transact business in State of Florida.

NOTE: Pursuant to Section 7.5 Compliance with Laws, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org.

As the person authorized to sign the statement, I certify that this firm will comply fully with the above requirements.

Respondent's Name: _____

By: _____
Authorized Signature

Print Name and Title