



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## Request for Proposals

Project Name: 457(b) Deferred Compensation Plan  
Recordkeeper Services

RFP #: 2022040

RFP Opening Date: **March 15, 2022**

RFP Opening Time: **2:00 P.M.**

**All Proposals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL,

(9) COPIES OF YOUR PROPOSAL, PLUS

ONE COPY OF THE COMPLETED MICROSOFT EXCEL QUESTIONNAIRE (IN EXCEL FORMAT, **NOT AS A PDF**) ON CD, USB OR EMAILED TO [PURCHASING@IRCGOV.COM](mailto:PURCHASING@IRCGOV.COM) PRIOR TO THE BID OPENING DATE AND TIME.

**Refer All Questions to:**

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## REQUEST FOR PROPOSALS

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The Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

**RFP # 2022040**

**457(b) Deferred Compensation Plan Provider Services**

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one original and nine (9) copies of proposals, plus one copy of the excel file uploaded to Dropbox by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on March 15, 2022.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Publish: Demandstar and Vendor Registry**  
**Date: Monday, February 14, 2022**

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## Scope of Services

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### 1. INTRODUCTION

Indian River County is seeking proposals from qualified firms to provide 457(b) Deferred Compensation (DC) Plan Provider Services.

The County seeks a firm that can provide bundled services for the Plan, which includes maintaining plan documents, trust and custody of funds, recordkeeping plan level and participant level account balances, processing deposits and withdrawals, reporting, and providing website / call center integration for both plan participants' and the applicable County staff. The County also expects a comprehensive participant education program utilizing various mediums including print, web, mobile, and on-site delivery.

#### Background

Indian River County DC Plans are seeking proposals from qualified firms to provide 457(b) Plan Provider Services. The professional services solicited may include, but are not limited to, the following bundled administrative services: custodial trustee, administrative, recordkeeping, participant education, enrollment, and regulatory support for the plans.

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

1. Control participant expenses;
2. Enhance the participant experience;
3. Provide high-quality on-site education services
4. Maintain a best of class investment offering;
5. Support efficient plan administration for County staff

AndCo serves as independent plan consultants to Indian River County's 457(b) Plans as it relates to the investments and other fiduciary support and acts solely in this capacity.

The Plan is intended to operate as a retirement plan and will be designed in a manner that emphasizes a long-term approach to creating a secure retirement savings or income for the Plan Participants. Recognizing that investments will be subject to Participant choice, important consideration will include Participant education and communication services as well as web-based and mobile tools in the evaluation of Proposers. Any changes to the fund portfolios are not within Scope of Services in this Request for Proposal and will remain the sole discretion of the County.

1. The County is seeking competitive, sealed Proposals from qualified firms to provide bundled administrative services for the Plans.
2. Final selection will be determined based on a qualified proposing firm's ability to best meet the County's needs for comprehensive participant planning tools and education, competitive fees and other factors being considered, on an open architecture investment platform.
3. The County expects each Proposer to clearly outline its best and most comprehensive resources.

**Plan Details**

The 457(b) Deferred Compensation Plan is available to all employees. Participation is optional, there is no County contribution. Nationwide is currently providing administration to plans at the County.

Refer to **Exhibit 1** for plan demographics for Indian River County.

The responsibilities of the selected firm shall include, but not be limited to the following:

- Draft and maintain required plan document for 457(b) Deferred Compensation Plan
- Maintain census, beneficiary and account information for Participants
- Provide services and information directly to employees, including retirement planning tools, transaction confirmations, quarterly statements and online access.
- Provide participant communication and education with on-site employee meetings with the coordination of the County staff.
- Have systems that provide:
  - o An established backup plan in place that ensures the recordkeeper can restore all participant data, transaction history, and other client related data in the event of a system malfunction or failure.
  - o An established disaster recovery plan in place that includes procedures and regularly scheduled testing.
- Provide open architecture investment platform with no proprietary fund requirements and full fee transparency.
- Pay distributions directly to participants and beneficiaries with appropriate tax reporting.
- Provide loan services including the appropriate tax reporting.
- Provide the County with professional advice and assistance necessary in order to achieve a successful transition.
- Provide support on new and pending legislation which affects the ongoing administration and compliance of the plans, including necessary plan amendments.
- Provide flexible plan sponsor level reporting and dashboard.

**Anticipated Schedule**

Advertisement	February 14, 2022
Deadline for submittal of Questions	March 5, 2022
Deadline for Receipt of Proposals	March 15, 2022 by 2 p.m.
Selection Committee Meeting/Initial Ranking of Firms	April 14, 2022 10:00 a.m. 2 <sup>nd</sup> Floor Conference Room 1801 27 <sup>th</sup> St, Vero Beach, 32960
Interviews (if requested by the Committee)	April 22, 2022
Recommendation of Award	May 3, 2022
Effective Date of Agreement	August 15, 2022

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## Submittal Instructions

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Proposers shall submit the following:

**Information to Be Submitted:** Submit one marked original and nine (9) copies. Additionally, submit a copy of the Microsoft Excel Questionnaire on CD, USB or by email to Purchasing@ircgov.com in excel (not pdf or other format), prior to the opening date and time.

Original and copies of submittals must include, and are requested to be organized as follows:

- a. Firm Information form
- b. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- c. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- d. Certification regarding lobbying
- e. Certification regarding debarment
- f. Minimum Requirements Certification
- g. Printed version of Excel Qualifications Form
- h. Attachments as requested on the Attachments tab in the Excel document

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
  5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.

- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

The selection committee is anticipated to be comprised of representation of staff from the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, and Tax Collector.

- 1. Experience and qualifications of firm and of the team proposed to deliver these services.** Demonstrated experience and qualifications, both as a firm and as individual team members, in delivering requested services for clients with programs similar in size and complexity to that of Indian River County. Verifiable record of service delivery that fully met or exceeded the Client's expectations.
  - a. *Firm Experience and Qualifications*
  - b. *Assigned Service Team Experience and Qualifications*
  - c. *Past Performance Based on References*
  - d. *Demonstrated understanding of scope of services as reflected by the quality and comprehensiveness of the services proposed in the submitted proposal.*
  
- 2. Plan Operations and Administration**
  - a. *Operations, Administration, Sponsor Support and Systems - Solution handles all administrative functions and services (as evidenced by questionnaire responses) and alleviates the administrative workload of the Client by providing comprehensive operational, administrative, sponsor and systems support.*
  - b. *Transition/Implementation – Demonstrates (through questionnaire responses) that firm has comprehensive capabilities to successfully transition the plans with minimal disruption to Plan Participants and County Staff.*
  
- 3. Participant Communications and Education**

Proven comprehensive and collaborative participant experience delivered through multiple mediums, including printed materials, call center, onsite education and online. Strong functionality and intuitive design of online tools including transactional capabilities and availability of advice, education, and other tools.
  
- 4. Fees and Expenses**

Those firms participating in onsite interviews will receive a final ranking based on the results of their proposal evaluations using the four selection criteria above as well as an evaluation of their interview as described below:

**Criteria for Award:**

<b><i>EVALUATION CRITERIA</i></b>	<b><i>EVALUATION POINTS MAXIMUM</i></b>
<b>Experience and qualifications of firm and of the team</b>	20
<b>Plan Operations and Administration</b>	20
<b>Participant Experience &amp; Education</b>	30
<b>Fees &amp; Expenses</b>	30
<b>TOTAL</b>	<b>100</b>

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## General Instructions

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***Cone of Silence.*** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, Clerk of the Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, Tax Collector, or any or any of their staff other than Board of County Commissioners Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

***Sealed Submittals and Envelope Markings:*** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

***Opening Location:*** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

***Submission:*** Submit one marked original and nine (9) copies of your proposal. One copy of the excel questionnaire must be uploaded to the Dropbox link, in excel format. All responses must be received prior to the due date and time for receipt of proposals.

***Public Record Exemption:*** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. Any confidential or trade secret information that is exempt under Chapter 119, Florida Statutes should be submitted in a separately sealed and marked envelope, with annotation of the specific Chapter 119 reference providing authority for the County to hold the information exempt. Submittals marked in their entirety as "confidential" may be rejected.

***Taxes:*** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

***Indemnification:*** The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

***Public Access:*** The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or



confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all

applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Regulations:** It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

**Applicable Law and Venue:** Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

**Automobile Liability – Combined Single Limit \$500,000**

**Worker's Compensation** as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

**Professional Liability Insurance**

- \$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.***

**FIRM INFORMATION**

Communications concerning this proposal shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

2. List all ligation cases during the past three (3) years in which the Firm has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022040  
for 457(b) Deferred Compensation

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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**(This form MUST be submitted with your response)**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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## Minimum Requirements Certification

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The Firm must meet the following minimum requirements and positively affirm their compliance by checking the boxes below, having this form signed by an authorized representative of the firm, and returning this page with the response document.

- Firm must be a direct provider currently engaged in the business of providing bundled administrative services of the nature described in this RFP including recordkeeping, plan administration, and participant education services.
  
- Firm, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Firm:
  - o has been in defined contribution recordkeeping and plan administration business for a minimum of ten years
  
  - o has successfully consolidated 457 plans from multiple recordkeepers for at least three other clients in the past three years
  
- Firm warrants that it will provide the County with an “open architecture” investment platform that is capable of administering any investment option including mutual funds, CIT’s, or any other investment option permissible under §457 plans (e.g., stable value products) without exception. The final investment lineup will be determined by the County and their consultants independent of this project.
  
- Firm warrants that no revenue based on this Plan or its assets will be paid to any 3rd party that does not provide direct and previously disclosed services to this Plan.
  
- Firm warrants that any revenue received by it from investments or services made available to the Plan from any source in excess of the quoted price to provide the requested services in this contract shall be returned to the Plan or Plan participants.
  
- Firm warrants that any expense to implement changes or enhancements to the program occasioned by changes to federal and/or state law is borne solely by the firm.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit 1 – Indian River County Plan Details as of December 31, 2021

### Plan Details

	BOCC 457(b)	Clerk of Courts 457(b)	Property Appraiser 457(b)	Supervisor of Election 457(b)	Tax Collector 457(b)
<b>Total Plan Assets</b>	<b>\$37,839,867</b>	<b>\$4,308,536</b>	<b>\$2,167,376</b>	<b>\$489,842</b>	<b>\$1,077,811</b>
Total assets for active balances	\$23,443,277	\$2,299,663	\$1,421,654	\$489,842	\$844,839
Total assets for terminated balances	\$14,396,590	\$2,008,872	\$745,722	\$0	\$232,971
Total annual contributions (2021)	\$2,237,480	\$166,142	\$83,682	\$31,065	\$37,705
2020	\$1,906,370	\$173,541	\$63,125	\$31,780	\$48,504
2019	\$1,619,854	\$181,130	\$53,150	\$29,770	\$42,766
2018	\$1,591,018	\$191,682	\$67,090	\$28,010	\$37,590
2017	\$709,119	\$63,403	\$16,030	\$5,400	\$20,453
Total annual distributions (2021)	\$1,285,493	\$78,987	\$44,400	\$0	\$13,055
2020	\$1,370,539	\$63,715	\$47,700	\$0	\$7,872
2019	\$1,117,011	\$87,681	\$76,986	\$0	\$10,405
2018	\$904,932	\$62,178	\$363,617	\$1,035	\$4,362
2017	\$1,170,265	\$4,572	\$1,476	\$0	\$0
<b>Total Plan Participants</b>	<b>555</b>	<b>63</b>	<b>36</b>	<b>6</b>	<b>42</b>
Total actives with a balance	447	35	30	6	9
Total terminated with a balance	108	28	6	0	
Total unique participants with a balance	555	63	36	6	42
Enrollments (2021) # of Participants	39	2	2	0	6
2020	72	0	2	0	5
2019	54	2	2	1	2
2018	55	8	3	2	5
2017	173	55	23	5	11
Distributions (2021) # of Participants	203	22	36	0	4
2020	196	23	37	0	2
2019	201	30	18	0	5
2018	171	20	17	1	3
2017	135	2	1	0	0

Plan Details					
	BOCC 457(b)	Clerk of Courts 457(b)	Property Appraiser 457(b)	Supervisor of Election 457(b)	Tax Collector 457(b)
<b>Loan Assets (included in Plan assets)</b>					
Total loan assets outstanding (\$)	\$571,376	\$4,937	\$39,055	\$0	\$12,606
Total # of new loans in the current year:	18	0	3	0	0
Total # of loans outstanding	52	2	5	0	4
<b>Unique investment options / products (Assets included in total plan assets above)</b>					
General Account/ Fixed Account Name:	Nationwide Fixed Account				
Total Assets (\$):	\$9,392,333	\$1,212,957	\$784,248	\$90,922	\$81,057
Applicable Exit Provisions: Puts, 5 Year Payout, Market Value Adjustment, etc.	If the County terminates the Nationwide Fixed Accounty contract and withdraws its assets in a lump sum, a Market Value Adjustment ("MVA") may apply. The MVA is the amount that Nationwide Life Insurance Company ("NLIC") determines would be the net capital gain or loss, if any, resulting to NLIC if investments were liquidated to satisfy the lump sum withdrawal. The MVA would be calculated using NLIC's current procedures applicable to all contracts of this type and class at the time of withdrawal.				
If exit provision has been initiated:	No	No	No	No	No
Current crediting rate:	0.035	0.035	0.035	0.035	0.035
<b>Managed Account Services:</b>					
Total Assets (\$)	\$15,335,183	\$495,514	\$675,556	\$24,637	\$844,588
Total Participants	296	12	20	2	26
<b>Self Directed Brokerage Accounts:</b>					
Total Assets (\$)	N/A	N/A	N/A	N/A	N/A
Total Participants	N/A	N/A	N/A	N/A	N/A

Plan Details					
	BOCC 457(b)	Clerk of Courts 457(b)	Property Appraiser 457(b)	Supervisor of Election 457(b)	Tax Collector 457(b)
<b>Education Details</b>					
Total # of annual onsite education days	None - Due to Pandemic				
Total # of locations that receive education annually and how many days per location	12 combined virtual meetings were held in 2021				
Any special custom education campaigns:	12 On-going webinars/workshops were held discussing:				
	<ul style="list-style-type: none"> <li>•Enroll   Understand Deferred Compensation Plans</li> <li>•Basics of Personal Finances Budget, Credit, Debt, and savings for a better tomorrow</li> <li>•Budgeting and Retirement Save, grow, and guard your money</li> <li>•Retirement Myths and Realities Retirement Planning with Confidence</li> <li>•Planning for Health Care in Retirement</li> <li>•Social Security  The Choice of a Lifetime</li> </ul>			<ul style="list-style-type: none"> <li>•Managing the Taxes on Your Retirement Income</li> <li>•Investments Basics Become a smarter investor</li> <li>•Women and Retirement Things every woman needs to know about creating her retirement plan</li> <li>•Understanding the Emotions of Investing</li> <li>•Could a Managed Account be Right for You?</li> <li>•Approaching and Living in Retirement Things to think when planning for retirement</li> </ul>	
Total # of payroll feeds and frequency	26	26	26	26	26
<b>Transactional Fee Details</b>					
Currently included recordkeeping fee:					
DROs (\$)	\$0	\$0	\$0	\$0	\$0
Distributions (\$)	\$0	\$0	\$0	\$0	\$0
In-service withdrawal (\$)	\$0	\$0	\$0	\$0	\$0
Wire transfer (\$)	\$25	\$25	\$25	\$25	\$25
Hardship withdrawal:	\$0	\$0	\$0	\$0	\$0