

RFQ #2225-01

The Orange County School Readiness Coalition, Inc. DBA:
THE EARLY LEARNING COALITION OF ORANGE COUNTY

Request for Qualifications for: 401(K) ADMINISTRATION SERVICES

ISSUED ON DECEMBER 13, 2022
SERVICES STARTING FEBRUARY 1, 2023

RESPONSES DUE BY: JANUARY 6, 2023 @ 3:00 P.M., LOCAL TIME (EST)

Responses due to:

EARLY LEARNING COALITION OF ORANGE COUNTY

ATTN: Procurement RE: RFQ #2225-01

PHYSICAL ADDRESS: 7700 Southland Blvd. Suite 100 | Orlando, FL | 32809

Any alteration of the language of this RFQ or any representation of modified language as the officially released RFQ will not be permitted and will be sufficient cause for rejection of a Qualifications. In case of any dispute concerning the terms or language in this document, the Coalition printed file copy of this RFQ will prevail.

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION..... 3

SECTION 2: RFQ PROCESS..... 5

SECTION 3: MINIMUM REQUIREMENTS 12

SECTION 4: FINANCIAL SPECIFICATIONS 17

EXHIBITS 19

SECTION 1: General Information

1.1 BACKGROUND

The Early Learning Coalition of Orange County (hereinafter referred to as "Coalition"), is a 501(c) (3), not-for-profit, formed to establish and improve early education programs for more than 18,000 children birth through age five in Orange County.

In 1999, the Legislature enacted the School Readiness Act (s. 411.01, Florida Statutes (FS)), which consolidated the state's early childhood education and child care programs into one integrated program of school readiness services. The Act directed that school readiness programs would be administered by school readiness coalitions (now known as the Early Learning Coalitions) at the county or multi-county level. The Coalition is coordinated by the State of Florida's Office of Early Learning, and is one of 31 Coalitions in the state.

The Coalition plans and implements the coordination of school readiness services throughout Orange County. The Coalition's goal is to improve the quality of services administered by early education and childcare providers that care for children under the age of five. The Coalition also works to raise awareness of the importance of quality early education and directs resources to income-eligible parents.

1.2 PURPOSE

The purpose of this Request for Qualifications (hereinafter referred to as "RFQ") is to identify a qualified firm for 401(K) Administration Services. The selected firm shall be able to provide on- site support with both group and individual meetings to help our employees with their retirement planning needs including enrollment, investment and education, Participant Recordkeeping, Billing, and Plan Sponsor Reports including broad and focused selections of quality investment funds and retirement savings options.

1.3 RENEWALS

The initial Agreement shall be for a period of one-year effective January 1, 2023 through December 31, 2023, and may be renewed on an annual basis. The Agreement will be awarded through written notice to the qualified and responsive Firm whose Qualifications are determined to be most advantageous to the Coalition, taking into consideration price, quality, and other criteria as indicated within this document. The Firm must demonstrate the ability to meet all or most of the requirements defined in this document.

Renewal of an Agreement for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement. If the commodity or contractual service is purchased as a result of the solicitation of bids, Qualifications, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, Qualifications, or reply to this solicitation. A renewal Agreement may not include any compensation for costs associated with the renewal.

Renewals shall be contingent upon:

- a) satisfactory performance evaluations by the Coalition
- b) availability of funds as determined by the Coalition Board of Directors
- c) changes in programmatic or service related needs as determined by the sole discretion of the Coalition.

The Agreement may also be affected by any changes in statute, funding or rule that may arise during the Agreement period.

1.4 WARRANT OF ABILITY TO PERFORM

The Submitting Firm warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Submitting Firm's ability to satisfy its Agreement obligations. The Submitting Firm warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Submitting Firm shall immediately notify the Coalition in writing if its ability to perform is compromised in any manner during the term of the Agreement.

SECTION 2. RFQ PROCESS

2.1 POINT OF CONTACT

The sole point of contact with the Coalition for purposes of this RFQ is:

Jamie Lopez
Procurement and Grants Manager
Early Learning Coalition of Orange County
7700 Southland Blvd., Suite #100, Orlando, FL 32809
Email: jlopez@elcoc.org

2.2. SUBMITTING FIRM DISQUALIFICATION

- A. **Convicted Vendor.** In accordance with § 287.133, F.S., persons and affiliates who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Qualifications, or reply on a contract to provide any goods or services and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Any Qualifications received from a person, entity or affiliate who has been placed on the convicted vendor list shall be rejected by the Coalition as an unresponsive Qualifications and shall not be further evaluated.
- B. **Discriminatory Vendor.** In accordance with § 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Qualifications for a period of 36 months following the date of being placed on the discriminatory vendor list, whether as a Submitting Firm, a member of a Submitting Firm, or a subcontractor of a Submitting Firm. Any Qualifications received from a person, entity or affiliate who has been placed on the discriminatory vendor list shall be rejected by the Coalition as an unresponsive Qualifications and shall not be further evaluated.
- C. **Failure to Perform Prior Contracts.** Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- D. To be disqualified as a Submitting Firm under this provision, the Submitting Firm must have:
 - 1. Previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or,
 - 2. Had a contract terminated for cause by the Coalition, by any agency of the State of Florida, or by any Children’s Services Council.
 - 3. The Submitting Firm or any of its staff have participated in the development and review of the RFQ documents for this Solicitation.

2.3. LIMITATIONS ON CONTACTING COALITION PERSONNEL

Effective on the release of this solicitation, and ending at the end of the 72-hour period following the Coalition’s posting the Notice of Intended Award excluding Saturdays, Sundays and State holidays, no person, entity or other organization (or any person, entity or organization acting on his/her/its behalf) that anticipates submitting Qualifications pursuant to this solicitation shall discuss with any member of the Coalition’s Board of Directors or members of the RFQ Procurement Committee, or any Coalition staff or any member of the executive or legislative branch regarding any matter that pertains to this solicitation. Any person, entity, or other organization that knowingly violates this “no contact provision” may be disqualified from responding to this solicitation.

Allowable Communications. The following communications are allowable during the “No contact provision” period:

- A. Written Communications are allowable at any time, but only if addressed to the designated contact person in Section 2.1 Such communication is limited to matters of process and procedure already contained in the corresponding solicitation document and should be conducted by the due date on **Section 2.4**.
- B. Oral communications before Procurement Committee meetings provided such communication is limited to matters of process or procedure already contained in the corresponding solicitation document and/or clarification related to Submitting Firm's response.

(The remainder of this page left intentionally blank)

2.4. SCHEDULE OF EVENTS AND DEADLINES

All times listed reflect Eastern Standard Time (EST)-Coalition's Clock. Coalition's website:

<http://elcoforangecounty.org/about/procurement/>.

ACTIVITY	DATE	TIME	ADDRESS/METHOD
Request for Qualifications Released	December 13, 2022	10:00 am	Headquarters: 7700 Southland Blvd Ste 100 Orlando, FL 32809 Coalition website: www.elcoc.org
Signed "Notice of Intent to Submit a Qualifications" due no later than	December 16, 2022	3:00 pm	7700 Southland Blvd Ste 100 Orlando, FL 32809 Or emailed to: jlopez@elcoc.org
Last day to submit written inquiries to the Coalition	December 19, 2022	12:00 Noon	7700 Southland Blvd Ste 100 Orlando, FL 32809, or via email: jlopez@elcoc.org
Coalition posts answers to written inquiries on the website	December 21, 2022	3:012:00 0 pm	www.elcoc.org
Sealed Qualifications must be received by the Coalition	January 6, 2023	3:00 pm	7700 Southland Blvd Ste 100 Orlando, FL 32809 OR Hand delivered
Opening of Qualifications	January 9, 2023	No later than 5:00PM	7700 Southland Blvd Ste 100 Orlando, FL 32809
Meeting of Procurement Committee (as their availability allows)	TBD	TBD	7700 Southland Blvd Ste 100 Orlando, FL 32809
Posting/Protest Period (72 hours)	Immediately after Decision	TBD	7700 Southland Blvd Ste 100 Orlando, FL 32809 www.elcoc.org
*Anticipated effective date of Agreement	February 1, 2023	N/A	N/A

*Times and locations are subject to change at Coalition's discretion. Submitting Firms who have submitted a "Notice of Intent to Submit" will be notified electronically of any changes made to the schedule of events. Changes will be posted at www.elcoc.org/about/procurement

NOTICE OF INTENT TO SUBMIT QUALIFICATIONS

- A. As a condition of submitting qualifications, Firms are requested to submit a *Notice of Intent to Submit Qualifications Form* (Exhibit 1) bearing the original signature of an authorized agent of the Firm no later than the date on the Schedule of Events, Section 2.4 to the point of contact and address listed in *Section 2.1*. Please be advised that submissions of the Notice of Intent Form by facsimile will not be accepted.

- B. The *Notice of Intent to Submit Qualifications Form* is to provide the Coalition with the proper address and contact person for each Firm so that any notices of action or changes can be forwarded appropriately. Failure to submit a Notice of Intent to Submit Qualifications Form by the deadline on Section 2.4 shall result in no further notices about this RFQ being sent to the Firm.

2.5. WRITTEN INQUIRIES

- A. There will be two (2) time periods within which Firms may submit written inquiries to the Coalition for the purpose of obtaining clarification or responses to questions concerning any matter relating to this solicitation. The time periods are set forth in the Schedule of Events (Section 2.4). No further questions or requests for clarification regarding this RFQ will be entertained after 12:00 Noon (EST) on the last day for receipt of written inquiries set forth in the Schedule of Events for the Final Round of Written Inquiries to the Coalition.
- B. To ensure that sufficient analysis can be made before answers are supplied, all inquiries requesting clarification regarding this RFQ must be made ***in writing***, electronically or by certified mail to the contact person identified in Section 2.1., by the date posted in Section 2.4, Schedule of Events. *Facsimiles will not be accepted.*
- C. ***INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.*** Any information received through oral communication shall not be binding on the Coalition and shall not be relied upon by any respondent.
- D. *All questions submitted will be answered in writing and during the scheduled inquiry rounds. Answers will be posted on the Coalition's website at www.elcoc.org/about/procurement.*

2.7 ADDENDA

Any changes to the RFQ will be done by addendum. Any Qualifications that fails to incorporate all addenda will be deemed non-responsive. The Coalition has the absolute right to cancel, amend, modify, supplement or clarify this solicitation at any time at its sole discretion. If any solicitation revisions become necessary or appropriate, as determined by the Coalition, the Coalition will email a notice to those Firms who submitted a Notice of Intent to Submit Qualifications to the Coalition. Any additions to this document issued by the Coalition will be posted in the Coalition's website. Firms are responsible for checking the Coalition website and contacting the Coalition's Point of Contact for this solicitation before the RFQ deadline to ascertain whether any addenda have been issued.

2.8 ACCEPTANCE/REJECTION OF QUALIFICATIONS AND WAIVER OF MINOR IRREGULARITIES

- A. The Coalition reserves the right to reject any and all Submissions of Qualifications, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Agreement terms with the successful Firm, to disregard all non-conforming or non-responsive parts of a submission, or to accept any submission which, in the Coalition's sole judgment will best serve its interests, as determined in its sole and absolute discretion.
- B. A minor irregularity is defined as a variation from the RFQ terms and conditions that do not affect the cost of the submission or does not give the Firm an advantage or benefit not enjoyed by other Firms, or does not adversely impact the interest of the Coalition or the entities expressed above.
- C. The Coalition may supplement, amend, modify and/or expand the solicitation requirements, accept Submissions in whole or in part, and award only a portion of this solicitation. The Coalition reserves the right to cancel this RFQ solicitation at any time without any liability and to cancel the award of any Agreement at any time before execution of said Agreement by all parties without any liability to the Coalition. In consideration of the Coalition's evaluation of submissions, the Firm, by submitting its Qualifications, expressly waives any claim to damages, of any kind

whatsoever, in the event the Coalition exercises its rights provided for in this section.

2.9 WITHDRAWAL OF QUALIFICATIONS

A written request for withdrawal, signed by the Firm, may be considered if received by the Coalition within 72 hours after the Qualifications opening time and date indicated in ***the Schedule of Events***. A request received in accordance with this provision may be granted by the Coalition upon proof of the impossibility to perform based upon an obvious error on the part of the Firm.

2.10 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

If any Agreements are awarded as a result of this RFQ, they will be awarded to the most responsive Submission which is determined to be advantageous to the Coalition, taking into consideration price and the technical merits. Based on the evaluation, the Coalition shall electronically post a notice of intended award NOT LATER THAN **January 24, 2023** at www.elcoc.org/about/procurement. Any person who is adversely affected by the decision shall file with the Coalition a notice of protest within 72 hours after the electronic posting and failure to file a protest within the time prescribed in Section 120.57(3), FS, 72 hours, shall constitute a waiver of proceedings under Chapter 120, F.S. The Coalition shall not provide tabulations or notices of award by telephone.

2.11 PUBLIC RECORDS/TRADE SECRETS

Article 1, Section 24 of the Florida Constitution and Chapter 119, F.S., guarantees every person access to all public records. All information contained within each Submission to the Coalition pursuant to this RFQ is part of the public domain after the Agreement is awarded. Firms must invoke the exemptions to disclosure provided by law, in their Submissions by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and state the reason, in writing, why the exclusion from public disclosure is necessary. Such claimed exempt information shall be segregated from the remainder of the Submission. Firm agrees that no right or remedy for damages shall be had against the Coalition that arises from any disclosure made by Coalition herein, in good faith. Further, Firm agrees that it shall indemnify, defend and hold the Coalition harmless from and against any losses, expenses, liabilities, costs, (including court costs and reasonable attorney's fee).

2.12 NO DISCRIMINATION/IDENTICAL OR TIE RESPONSES

The Coalition, in accordance with Title VII of the Civil Rights Act of 1964, ensures that in any Agreement entered pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Qualifications and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

The Coalition will follow the laws set forth in §287.057, F.S., when evaluating identical responses from multiple Firms. If two equal responses to an RFQ are received and only one response is from a certified minority business enterprise, the Agreement shall be awarded to the certified minority business enterprise pursuant to § 287.057(12), F.S.

2.13 PROTESTS AND DISPUTES

Any unsuccessful Firm who is adversely affected by the Coalition's decision concerning a procurement solicitation or Agreement award under this RFQ may protest such decision by filing a protest in compliance with Section 120.57(3), F.S. The protest must be filed in writing within 72 hours after the posting of the notice of decision (or intended decision) and may file a formal written protest within 10

days after the date the notice of protest is filed as required by s. 120.57(3), F.S. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any Applicant who desires to file a formal protest to this RFQ, must accompany that protest with a bond payable to the Coalition in an amount equal to one percent (1%) of the Coalition estimate of the total volume of the Agreement amount in accordance with s. 287.042(2)(C), F.S. The bond shall be conditioned upon the payments of all costs which may be adjudged against the Firm in any administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, the Coalition may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

The notice of protest must be submitted to the Coalition's CEO at 7700 Southland Blvd Suite 100 Orlando, FL 32809 in writing within 72 hours of the Notification of Intent to Award. The formal written protest must be submitted within ten (10) days after the date of the notice of protest is filed and must fully identify the facts resulting in the contested issues. The protest procedure shall be governed by s. 120.57(3), F.S.

2.14 APPEALS

- A. Unsuccessful Firms affected by the denial, determination of eligibility, or ineligibility for Agreement award by the Coalition with respect to any federal or state funded program or activity may appeal if the action or decision of the Coalition is alleged by the Firm to be:
 - 1) In violation of applicable federal or state law;
 - 2) Based upon an error of material and relevant facts; or
 - 3) Invalid because of an alleged denial of procedural due process.
- B. Unsuccessful Firms affected by the denial, determination of eligibility, or ineligibility for Agreement award by the Coalition with respect to any federal or state funded program or activity may not appeal if:
 - 1.1 The Firm agrees that the procurement process was fair;
 - 2.1 The Firm's score was acceptable for funding but budget limitations, due to program allocations or the availability of funds, prevented the Submission from being funded;
 - 3.1 No error of material and relevant fact occurred, but the Firm does not agree that the proposed services failed to satisfy the technical requirements of the competitive solicitation process; and/or
 - 4.1 The Firm was awarded funding, but the Firm does not agree with the amount awarded.

2.15 COMPLIANCE WITH LAWS/RULES/REGULATIONS

- A. The Successful Firm shall for itself, and it shall cause each of its employees, agents, representatives, contractors and subcontractors to continuously comply with any and all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Agreement by Firm. The Successful Firm shall ensure throughout the duration of the Agreement that it, and all of its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided in accordance with the resulting Agreement. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Firm shall furnish to the Coalition copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute and order referenced herein.

- B. The successful Firm must also comply with all applicable Office of Early Learning, Florida Department of Education and Coalition regulations, action transmittals, program instructions, review guides and similar documentation, including but not limited to all applicable regulations cited in the Coalition's Core Contract, and all aforementioned organizational websites.

2.16 EMPLOYMENT OF UNAUTHORIZED ALIENS

The Coalition shall consider the employment or retention by any Firm of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for rejection of the Submission or unilateral cancellation of the Agreement without any liability to the Coalition.

(Remainder of this page intentionally left blank)

SECTION 3. Minimum Requirements

3.1 GENERAL STATEMENT OF SERVICES

The purpose of this Request for Qualifications (hereinafter referred to as "RFQ") is to identify a qualified firm for **401(K) Administration Services**. The selected firm shall be able to provide on- site support with both group and individual meetings to help our employees with their retirement planning needs including enrollment, investment and education, in addition to Participant Recordkeeping, Billing, Plan Sponsor Reports, including broad and focused selections of quality investment funds and retirement savings options.

3.2 SCOPE OF SERVICES

Each respondent, must provide a Submission of Qualifications that includes, at a minimum, details regarding the following:

1. Provide an overview and history of your organization company including how long it has been in business. Please include an organizational chart.
2. How many 401K plans are currently managed by your firm.
3. How many new 401K plans your firm add this year (2022), last year (2021).
4. How many clients left your company this year (2022), last year (2021) and why.
5. What is the average expense ratio for investment products offered by your firm? Explain in detail how does it compare to average expense ratios within the industry?
6. Mention any trust/custody or recordkeeping system conversions planned in the next 12 months (only system-wide conversions, not new client conversions).
7. Do you monitor 402 (g) limits? Describe your procedures
8. Describe the protection you offer to the plan fiduciaries?
9. What resources do you have to obtain legal opinions, interpretations of laws, regulations, etc., on issues pertaining to 401(k) plans?
10. Are there any current or pending litigation or administrative actions against your firm? If yes, please describe them.
11. Does the firm receive any 12b-1 or other compensation from any mutual funds that are or will be contained in our plan and, if so, is it used to reduce our costs and what portion of the compensation received goes towards client cost reduction?
12. Does the firm, its employees, and/or any affiliated or related entity derive any economic benefit from any investment entities, intermediaries or service providers that are or will be involved in our plan? If yes, provide details.
13. What is your privacy policy with regards to sharing client or account information with a third party?
14. Does the firm have Errors and Omissions Insurance? Directors & Officers Liability Insurance? Fiduciary Liability Insurance? Who are the carriers and what are the limits?
15. Describe the firm's system back-up, security and disaster recovery procedures. Are files archived and stored at an off-site location? If so, where is the location? Have procedures been tested? When did you last perform a full-scale disaster recovery test?
16. Is your administrative staff "certified" by any organization and if so, what credentials do they

have? Be specific as it relates to our plan.

17. What quality control systems do you have in place? Describe fully.
18. Briefly describe the platform you use in the recordkeeping and administration of defined contribution plans.
19. Will your HR staff have online access to plan and participant records? If so, please provide details.
20. Will you provide training and assistance with using your online systems? Will the training be done in person or online, or over the phone? Do you provide Administration/User Manual?
21. How are reallocations and transfers among investment funds handled? Are there any restrictions or fees?
22. What proactive procedures do you have to ensure the plan is operating in accordance to the plan provisions and IRS rules and regulations (e.g. loan defaults, hardship distributions, etc.).
23. Describe the independent review that is performed on your systems and procedures.

A. Investment Questions

1. What is the maximum number of investment funds options the plan offered to the Coalition can have?
2. Are there any inherent limitations about this number or the kind of options we can have?
3. What information will we receive about investment options? Provide copies of all reports that are available.
4. Does your firm offer the option to invest in mutual funds not managed by your company?
5. Discuss your company's ability to provide quality investment vehicles and a well- diversified portfolio. List investment options available.
6. Will your representatives be available to meet regularly with our leadership to review the plan and investment options? If so, how often can these meetings be held and what information will you be providing?
7. Describe your investment monitoring and selection process.
8. What types of funds are available (by class)? Provide their objectives
9. Do you offer Target Date Retirement or Asset Allocation Funds?
10. Provide current and historical performance data for your funds and their total expense deductions (fund charges).

B. Service Questions

1. Describe how you will assist us to enroll new participants. For example, will you mail enrollment materials to participants' home addresses, online, etc.
2. What are your quality and/or service standards for the following:
 - a. Participant statements
 - b. Lump Sum Distributions
 - c. Hardship withdrawals
 - d. Loan Distributions (including number of concurrent loans per participant)
 - e. Investment changes
3. How do you monitor these service standards and what happens if the standard is not met?

4. Can you support automatic enrollment of eligible employees?
5. Can you support automatic annual increases in a participant's contribution rates?
6. Describe your ability to customize participant statements. What makes your participant statements different or unique in the marketplace? Please provide samples.
7. Can you calculate and report a personal rate of return for each participant and report this on each participant's statement? Does the rate of return calculation incorporate the participant's cash flows?
8. What is your quality standard for returning calls from our benefits staff? How do you monitor this standard?
9. Please include a sample plan management report that includes such data as total plan assets by fund, cash flow summaries, participant usage statistics, etc. How often are such reports produced? Are they available on request? Are they available on your ~~plan sponsor~~ website?
10. Do you require the use of a prototype or volume submitter document? Who does plan amendments if we use an individually designed document? Is there a difference between required regulatory changes and elective changes? Do you restate the plan due to the change - or do we work with our own counsel on this? How are we advised of regulatory changes?
11. What assistance do you offer in drafting, designing, printing and distributing Summary Plan Descriptions?
12. Is there an additional fee for plan document maintenance and/or elective changes? If so, please include this cost in the fee section.
13. Describe all the testing and other administrative work you will provide. Are there standard testing or administrative work which you do not normally perform?
14. As part of your recordkeeping services, do you prepare and file all required government filings needed to maintain the plan's qualified status (e.g., 5500, W-2, 1099)?
15. Describe how your system handles federal tax withholding? Do you prepare and issue tax statements on distributions? Do you prepare tax form 945?
16. Will you provide us a SSAE 18 report?
17. Is there a minimum length of time we must stay with your company for plan administration?
18. What is the name of the custodian for your product? Where are they located?
19. Will it also act as trustee overall plan assets?
20. Will your representatives be available on-site for initial enrollment meetings and ongoing meetings at all employer locations? If so, how often can these meetings be provided?
21. Describe your approach to educating our employees.
 - a. Address the use of standardized materials, alternative media and overall methods.
 - b. Do you have an "advice" service? If you offer an advice service, will you act as a co-fiduciary?
22. Please provide samples of all of your education material.
23. Will your representatives be available for on-site group educational and enrollment meetings?
 - a. How often can these meetings take place?
 - b. At what cost?
24. Will your representative be available for individual meetings?
25. Do you offer financial planning seminars? Please provide samples
26. Provide client name, contact name, address, and phone information on at least three current client references of plan asset and participant size similar to our plan. At least one reference

should have converted to your product within the last 12 months.

27. Provide reference information on three former clients, at least one of whom has left within the last 12 months. Include reasons for why they ceased to be a client.

C. Timing Questions – if applicable

Please provide a timeline assuming a January 1, 2022 agreement acceptance date, for a February 1, 2023 plan start date.

D. Loans

1. Describe your loan processing procedure
2. Describe your flexibility in loan repayment processing
3. How many loans can a participant have concurrently
4. Describe any other features and or limitations of the loan system not detailed above.

E. Fee Section

Quotes must include fully itemized fees including the following:

1. How do you determine your Administrative Fees, and what requirement can be met in order for them to be waived?
2. If the Administrative Fees are waived, are they charged to the participants?
3. Do the participants have any fees? If so what are the fees, please explain in detail.
4. What are the fees for setup
5. Conversion fee
6. Charges for plan administration
7. Asset-based fees
8. Employee communication and educational material
9. On-site meetings
10. Document services (contracts, amendments and SPDs)
11. Transaction Based fees
12. Commissions
13. Front-end loads
14. Back-end loads (surrender charges)/duration
15. Participant statements
16. Any fees for distribution of employee notices
17. On-going services
18. Revenue sharing arrangements
19. Moving assets from one fund to another
20. Cost to amend the plan
21. Cost to terminate the plan
22. Loan, hardship, rollover, distribution fees
23. Other transaction fees
24. Other fees

3.3. SUBCONTRACTORS

- A. The Core Services under the resulting Agreement to this RFQ may not be subcontracted as provided in this Section and as set forth in the resulting Agreement.

3.4. CHANGES IN LOCATION

The Agency shall notify the Coalition's CEO, in writing, at least thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

3.5 EQUIPMENT

The Submitting Firm shall maintain sufficient equipment as needed or required and agreed upon with the Coalition to deliver the agreed upon services.

3.6 REPORTS

- A. Where the resulting Agreement requires the delivery of reports to the Coalition, mere receipt by the Coalition shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalition reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Agreement. The Coalition, at its option, may allow additional time within which the Submitting Firm may remedy the objections noted by the Coalition or the Coalition may declare the Agreement to be in default.
- B. The Submitter shall complete and submit reports in accordance with specifications requested by the Coalition. The Submitter shall provide additional ad hoc reports as requested by the Coalition.

3.7 RECORDS AND DOCUMENTATION

- A. During the term of the resulting Agreement, the Submitting Firm shall maintain written records as deemed necessary or as required by federal, state and local laws, rules and regulations and policies and requirements of OEL and the Coalition. After termination of the Agreement, the Submitting Firm shall be required to keep all records for the period required by law.
- B. The Submitting Firm further agrees to hold harmless, defend, and indemnify the Coalition from and against any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Firm of confidential records at its sole expense.
- C. The Submitting Firm shall maintain all records required to be maintained pursuant to the resulting Agreement in such manner as to be accessible by the Coalition upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.8. SUBMITTING FIRMS OTHER OBLIGATIONS

- A. The Submitting Firm is solely responsible for the satisfactory performance of the tasks described in this section. By execution of the resulting Agreement, the Submitting Firm recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- B. The Submitting Firm and the Coalition, in the performance of the Agreement, shall be acting as separate parties and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- C. The Submitting Firm shall be knowledgeable of, and in full compliance with, all State and Federal laws, rules, and regulations, as amended from time to time, that affect or may affect the subject

areas of the resulting Agreement. The Submitting Firm shall request technical assistance from the Coalition when deemed necessary to facilitate compliance with these authorities. The Coalition's failure to provide such technical assistance does not relieve the Submitting Firm of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations and all rules, policies and guidance established.

3.9 COALITION DETERMINATIONS

The Coalition reserves the right to make any and all determinations relative to all aspects of the service. The absence of the Coalition setting forth a specific reservation of rights does not subject other areas of the Agreement resulting from this RFQ to mutual agreement.

Section 4. Instructions to Vendors

4.1 QUALIFICATIONS CONTENT

A. A completed Qualifications consists of the following:

- 1) Title Page containing the following:
 - a) Early Learning Coalition of Orange County
 - b) Title of RFQ For 401(k) Administration Services
 - c) RFQ #2225-01
 - d) Submitting Firm's Name address and all persons and entities having an interest in the Qualifications. Title Page must be signed in **blue ink** by an authorized representative of Submitting Firm.
 - e) All the Required Exhibits

4.2 FORMAT

To be considered for evaluation, the Submission must conform to the content and format requirements described herein. All responses must be in both electronic format as well as hard copy format as follows: both electronic version (program and budget) and the hard copies must be submitted in a sealed 3-ring binder, double spaced, in no smaller than 11-point font type and on 8.5"x11" white paper; and submitted in tabbed sections, the first being the Title Page. Pages must be numbered consecutively within each section. Each question or statement must be reprinted in its entirety and followed by the response. All supporting documentation or exhibits shall be bound separately and clearly referenced.

The original response must contain original signatures in **blue ink** on the required forms. The original signature must be of the designated agent officially authorized to act as the contractual agent for the organization or collaborative partnership.

4.3 SUBMISSION

To be considered, the following **must be received by the** Early Learning Coalition of Orange County, **Attention: Procurement | 7700 Southland Blvd Ste 100, Orlando, FL 32809 on or before 3:00 p.m. (EST)** on the date noted in the Schedule of Events. The outside cover of the original shall be clearly marked as "ORIGINAL."

ONE (1) ORIGINAL SEALED QUALIFICATIONS (with separate file/binder for the budget and the documents requested);

SIX (6) SEALED COPIES OF the Qualifications;

ONE (1) ELECTRONIC COPY (USB Flash Drive) of the Qualifications;

The Coalition cautions Firms to assure actual delivery of their Qualifications either hand delivered or mailed via U.S. mail or overnight courier, directly to the address and contact above, no later than the deadline set for submission of the Qualifications. Qualifications and modifications to Qualifications received after the time and date specified herein for Qualifications submission will not be considered. Submissions by e-mail or facsimile will not be accepted.

QUALIFICATIONS RECEIVED AFTER THE SUBMISSION DEADLINE SHALL NOT BE CONSIDERED. NO CHANGES, MODIFICATIONS, OR ADDITIONS TO THE QUALIFICATIONS SUBMITTED WILL BE ACCEPTED BY THE COALITION AFTER THE SUBMISSION DEADLINE HAS PASSED.

Exhibit 1

NOTICE OF INTENT TO SUBMIT A QUALIFICATIONS Form

401(k) ADMINISTRATIVE SERVICES

Date: _____

Request for Qualifications #**RFQ 2225-01**

Solicitation #

Name of Submitting Firm

Submitting Firm Contact Person

Title

Submitting Firm Address (includes street address, suite numbers and zip code)

Telephone _____

Fax _____

E-mail:

Name of Submitting Firm's Project Director (if known)

Signature of Authorized Official

Print Name/Title

“Authorized Official” means an officer of Submitting Firm’s organization who has legal authority to bind the Submitting Firm to the provisions of the RFQ. This is usually the President, Chair of the Board, Executive Director or owner of the entity.