



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

|              |   |
|--------------|---|
| MEETING DATE | 2020-09-15 10:05 - Regular School Board Meeting |
| AGENDA ITEM  | ITEMS   |
| CATEGORY     | E. OFFICE OF STRATEGY & OPERATIONS              |
| DEPARTMENT   | Procurement & Warehousing Services              |

|  |
|--|
| Special Order Request<br><input type="radio"/> Yes <input checked="" type="radio"/> No |
| Time   |
| Open Agenda<br><input type="radio"/> Yes <input checked="" type="radio"/> No           |

ITEM No.:  

E-4.

**TITLE:**  
 Recommendation to Approve Agreement - RFQ20-010 - Third Party Administrator for Tax Sheltered Annuities for School Board Employees

**REQUESTED ACTION:**  
 Approve the Agreement for TSA Consulting Group, Inc. Contract Term: January 1, 2021 through December 31, 2023, Three (3) Years with two (2), one (1) year renewal options; User Department: Benefits; Award Amount: None; Awarded Vendor(s): TSA Consulting Group, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 The Single-Source Notice Solicitation RFQ20-010 - Third Party Administrator for Tax Sheltered Annuities for School Board Employees was released on February 11, 2020. This Request for Quotation was released to search for additional vendors who have the qualifications to provide this service. The District received one (1) response from TSA Consulting Group, Inc. This request is to approve the Agreement with TSA Consulting Group, Inc. for the Third Party Administrator for Tax Sheltered Annuities.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 There is no financial impact to the District. Administrative Fees are paid by the contracted TSA vendors directly to TSA Consulting Group, Inc.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) Recommendation Tabulation (5) Q20-010-Third Party Administrator for Tax Sheltered Annuities (6) Results Memo

**BOARD ACTION:**  

APPROVED

(For Official School Board Records Office Only)

| SOURCE OF ADDITIONAL INFORMATION: |                     |
|-----------------------------------|---------------------|
| Name: Dr. Dildra Martin-Ogburn    | Phone: 754-321-3100 |
| Name: Mary C. Coker               | Phone: 754-321-0501 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  

*Maurice Woods*  
 9/4/2020, 9:05:37 AM

Approved In Open Board Meeting On:

SEP 15 2020

By:

School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement Q20-010 – Third Party Administrator for Tax Sheltered Annuities for School Board Employees

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the Agreement for TSA Consulting Group, Inc. for the above referenced Single-Source Solicitation Quotation Notice. The contract term is January 1, 2021 through December 31, 2023, with two (2) one (1) year renewal options.

#### **Good/Services Description**

**Responsible: Benefits**

TSA Consulting Group, Inc. (TSACG) is an independent, fee-for-service retirement plan administrator located in Ft. Walton Beach, Florida. To date, TSACG is contracted with over one thousand nine hundred sixty (1,960) public school districts and colleges in forty-five (45) states. In Florida, TSACG provides contractual services to sixty-six (66) school districts and twenty-four (24) colleges. Nationally, TSACG is contracted with twelve (12) of the top twenty-five (25) largest public-school districts. It is important to note that TSACG is a full-service third-party administrator, contractually assuming the responsibilities for the compliant administration of the retirement plan(s) maintained by the employer.

Upon approval of this Agreement, District employees will benefit from the ease of plan administration, e.g., distribution of funds, hardship loans, as well as having access to educational seminars throughout the year.

#### **Procurement Method**

**Responsible: PWS**

The Superintendent's Insurance & Wellness Advisory Committee (SIWAC) requested that Procurement & Warehousing Services (PWS) conduct a search of vendors for the services of a Third-Party Administrator for Tax Sheltered Annuities.

The procurement method chosen was through a Single-Source Solicitation Notice, in accordance with Purchasing Policy 3320, Part II, Rule I., and Florida Administrative Rule 6A1.012(12d).

*Commodities or contractual services available only from a Single-Source may be exempted from the competitive solicitation requirements. When School Board believes that commodities or contractual services are available only from a Single-Source, the District School Board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the District School Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a Single-Source, the District School Board shall provide notice of its intended decision to enter a Single-Source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the Single-Source vendor.*

**Recommendation to Approve Agreement**  
**Q20-010 – Third Party Administrator for Tax Sheltered Annuities for School Board Employees**  
**September 15, 2020 Board Agenda**  
**Page 2 of 2**

**Procurement Method (Continued)**

**Responsible: PWS**

Solicitations for this service have been released in previous years RFPs 16-004, in 2015 and 28-104, in 2007 resulted in receiving only one (1) proposal from TSACG for both solicitations.

A Request for Quotation was released on February 11, 2020, to all prospective proposers via Demandstar, to provide information to PWS, confirming if the responding company would be able to provide the services, as requested. A total of seventy-nine (79) vendors were notified through Demandstar along with an internet search for other vendors in the areas of employee benefit funds, financial advisors, financial services, and investment management services. This request remained posted on Demandstar through February 20, 2020.

PWS received one (1) response from:

TSA Consulting Group, Inc.

A recommendation was posted on March 7, 2020, in PWS and Demandstar indicating that:

*In accordance with School Board Policy 3320, Part II, Section I, and after reviewing the information received from prospective bidders for this quotation that the contractual services are available only from a Single-Source. It is The School Board of Broward County, Florida, intended decision to enter into a Single-Source contract with TSACG and may negotiate on the best possible terms and conditions with this Single-Source vendor.*

**Financial Impact**

**Responsible: Benefits**

There is no financial impact to the District. Administrative Fees are paid by the contracted TSA vendors directly to TSA Consulting Group, Inc.

The approval of this Agreement will allow TSACG to provide 403(b) and 457(b) compliance administrative services.



## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 15<sup>th</sup> day of September, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**TSA Consulting Group, Inc.**  
(hereinafter referred to as "[TSACG]"),  
whose principal place of business is  
15 Yacht Club Drive NE  
Fort Walton Beach, FL 32548

**WHEREAS**, SBBC desired to obtain the services of a Third-Party Administrator for Tax Sheltered Annuities for School Board Employees; and

**WHEREAS**, the above referenced services are only available from a single source and is therefore exempt from the competitive solicitation requirements; and

**WHEREAS**, SBBC's Procurement & Warehousing Services Department electronically or otherwise publicly posted a description of the above referenced contractual services on February 11, 2020 for a period of at least seven (7) business days under Quote – Q20-010 pursuant to Rule 6A-1.012, Rule 12D, Florida Administrative Code and Policy 3320, Part II, Rule; and

**WHEREAS**, TSACG responded to the public notice on February 11, 2020, (hereinafter referred to as "Response") which is incorporated by reference herein, in response to the Public Notice posting; and

**WHEREAS**, TSACG desires to provide SBBC and SBBC desires to receive from TSACG, Third Party Administration for Tax Sheltered Annuities.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 1, 2021 and conclude on December 31, 2021. The term of the Agreement may be extended by two (2) additional one-year periods, if needed, upon SBBC' sole option after the initial contract period or any one-year renewal option. SBBC may exercise its option to extend the contract for 180 days beyond the expiration period.

2.02 **Reporting.** TSACG agrees to provide customized and/or ad hoc reporting, as needed, at no charge.

2.03 **Emergency Request.** TSACG agrees to provide special services for processing emergency request, at no additional charge.

2.04 **On-Site Educational Seminars.** TSACG agrees to provide a minimum six (6) on-site and/or virtual service days annually to SBBC to provide educational seminars.

2.05 **Additional Services.** TSACG agrees to establish and administratively support a Roth product feature.

2.06 **Performance Guarantees.** TSACG agrees to accept the Performance Guarantees as outlined in Attachment A. TSACG further agrees to provide reporting and metrics to SBBC, on an annual basis.

2.07 **Educational Materials.** TSACG agrees to provide SBBC with electronic educational materials and a generic version of the Annual Retirement Benefits Guide for employees, at no charge. All materials must be approved by the Director, Benefits & Employment Services prior to dissemination.

2.08 **Services.** TSACG will provide SBBC with services, as outlined in Attachment B and in compliance with this Agreement.

2.09 **Minority Scholarships.** TSACG agrees to allocate \$3,000 annually to the District's Broward Education Foundation for Minority Scholarships to SBBC students.

2.10 **System Enhancements:** TSACG agrees to provide SBBC with any system enhancements, upon SBBC's sole option, at no additional cost.

2.11 **QuickENROLL.** TSACG agrees to implement an electronic Quick Enroll TSA Enrollment System, at no additional cost.

2.12 **Monthly Fees.** TSACG agrees that the fee of \$1.00 is a monthly fee per active and inactive accounts for the current 403b/457b vendors under Agreement/Contract with SBBC.

## ARTICLE 2 – SPECIAL CONDITIONS cont'd

### 2.13 Nondiscrimination.

(a) As a condition of entering into this Agreement, TSACG represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, TSACG shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall TSACG retaliate against any person for reporting instances of such discrimination. TSACG shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. TSACG understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.14 Inspection of TSACG Records by SBBC. TSACG shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All TSACG's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by TSACG or any of TSACG's payees pursuant to this Agreement. TSACG's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. TSACG's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

- (a) TSACG's Records Defined. For the purposes of this Agreement, the term "TSACG's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.
- (b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to TSACG's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to TSACG pursuant to this Agreement.

## ARTICLE 2 – SPECIAL CONDITIONS cont'd

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *TSACG*'s reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *TSACG*'s facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *TSACG* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *TSACG*'s claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *TSACG* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *TSACG*. If the audit discloses billings or charges to which *TSACG* is not contractually entitled, *TSACG* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *TSACG* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *TSACG* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *TSACG* pursuant to this Agreement and such excluded costs shall become the liability of *TSACG*.

(h) Inspector General Audits. *TSACG* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.15 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph.

**ARTICLE 2 – SPECIAL CONDITIONS cont'd**

2.16 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement; then  
Second: Sole Source Public Notice Q20-010 issued by SBBC; then  
Third: Submitted response to the Sole Source Public Notice Solicitation by TSACG.

For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services  
Benefits & Employment Services  
7770 West Oakland Park Boulevard, 1<sup>st</sup> Floor  
Sunrise, FL 33351

To *TSACG*: TSA Consulting Group, Inc.  
15 Yacht Club Drive NE  
Fort Walton Beach, FL 32548

With a Copy to: Janet Williamson, Sr. Vice President, Chief Financial Officer  
TSA Consulting Group, Inc.  
P.O. Box 2799  
Fort Walton Beach, FL 32549

2.17 **Background Screening:** TSACG shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of TSACG or its personnel providing any services under the conditions described in the previous sentence. TSACG shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to TSACG and its personnel. The parties agree that the failure of TSACG to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. TSACG agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from TSACG failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

## ARTICLE 2 – SPECIAL CONDITIONS cont'd

2.18 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By TSACG: agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by TSACG, its agents, servants or employees; the equipment of TSACG, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of TSACG or the negligence of TSACG agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by TSACG, SBBC or otherwise.

## ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement.

### **ARTICLE 3 – GENERAL CONDITIONS cont’d**

SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party’s officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties’ respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC’s property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC’s facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC’s facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### ARTICLE 3 – GENERAL CONDITIONS cont'd

3.09 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States

### **ARTICLE 3 – GENERAL CONDITIONS cont'd**

District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

**ARTICLE 3 – GENERAL CONDITIONS cont’d**

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

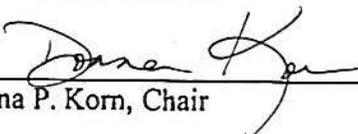
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content

  
Office of the General Counsel

FOR TSACG

(Corporate Seal)

TSA Consulting Group, Inc.

ATTEST:

By Janet Williamson  
Janet Williamson, Sr. Vice President,  
Chief Financial Officer

\_\_\_\_\_  
, Secretary

-or-

Jade Bell  
Witness

Buloh Bilal  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 13th day of August, 2020 by JANET WILLIAMSON of TSA CONSULTING GROUP, INC, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

NOVEMBER 24, 2020

Stephanie E. Stolze  
Signature - Notary Public

(SEAL)

STEPHANIE E. STOLZE  
Printed Name of Notary

GG 015386  
Notary's Commission No.



## ATTACHMENT B

### Q20-010- Third Party Administrator for Tax Sheltered Annuities SCOPE OF SERVICES

1. Vendor agrees to accept SBBC's self-billing statement. The process is as follows:  
District Information Technology staff will develop a query that will run after each payroll to produce a file in the third-party administrator's common remitter system format. Payroll or benefits personnel will then log on to the system and upload the data. Once reports are reviewed, these personnel will send the remittance report to Treasury detailing the amounts needing to be transferred to the clearing account. Treasury will transmit the total amount of funds required for the payroll contributions. The District deposits the total remittance in its own clearing account, which has been established at Wells Fargo Bank, the night before the remittance instructions are submitted. The next morning the remittance is submitted and processed with the funds being immediately debited from the clearing account for ACH transfers. If the instructions through the common remitting system are submitted by 10:00 am Eastern Time, the vendors being paid via ACH transfer receive the contributions within 24 hours for crediting to participant accounts. For those vendors who cannot receive their funds via ACH with electronic contribution data, Wells Fargo Bank will issue checks with contribution details and mail them the same day. Authorized District personnel will receive confirmations on all transactions. In the event that it is necessary to correct an excess contribution, TSA will correct the error, according to applicable revenue procedures, between January and April 15th of the following calendar year. Contribution corrections usually require the participant to be notified by the third-party administrator and verified by the District. If the correction is then determined to be necessary, the refund is sent by the provider directly to the participant, along with appropriate tax reporting by the provider. The third-party administrator monitors the requirements to establish 403(c) accounts for excess contributions and can facilitate the opening of a 403(c) account, if necessary.
2. Vendor agrees to provide a bilingual customer service representative, at no additional cost, if requested by SBBC.
3. Vendor will be required to administer and maintain the 403(b)/457(b) Program in accordance with all appropriate federal and state statutes then in effect.
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### Q20-010- Third Party Administrator for Tax Sheltered Annuities SCOPE OF SERVICES

5. SBBC requests that the Vendor perform all administrative functions and maintain all required paperwork, such as distributions, etc.
6. Vendor will verify necessary data needed to document loans, hardships, surrender, and rollover for each employee.
7. Vendor shall agree to supply SBBC with standardized reports, upon request, for both industry data and based on SBBC specific membership. These reports will include, but will not be limited to cash flow data, member enrollment information on a monthly basis, etc.
8. Vendor shall provide employee information statements, as requested, at no cost.
9. Vendor pays for all fees, ACH, bank transactions and bank maintenance, etc., for the SBBC established account.

# ATTACHMENT A

## Q20-010 – Third Party Administrator for Tax Sheltered Annuities PERFORMANCE GUARANTEES

| Implementation   | Amount of Liquidated Damages  |
|--|---|
| Brochures/descriptive literature must be delivered to SBBC or its designee, as directed in final form, within 60 calendar days prior to Open Enrollment. Additional materials to be provided within 30 calendar days of the Benefits Department's request.   | \$250 per calendar day  |
| <b>Inquires/Complaints</b><br>All request for payments, written inquires or complaints and other contacts with the vendor by the Benefits Department, the Payroll deduction Unit or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor. | \$100 per occurrence per day beyond, as outlined                      |
| <b>Telephone Responsiveness</b>  |   |
| The employees/retirees of SBBC must have their telephone calls returned within twenty-four business hours from receipt.  | \$100 per calendar day for the first 30 calendar days, \$1,000 beyond |
|  |   |

\*Performance penalties will be capped at 5% of annual premium.



|            |  |                                |                          |                           |
|------------|--|--------------------------------|--------------------------|---------------------------|
| RFQ #:     | <u>Q20-010</u>   | Tentative Board Meeting Date*: | <u>N/A</u>               |                           |
| RFQ Title: | <u>THIRD-PARTY ADMINISTRATOR FOR TAX<br/>SHELTERED ANNUITIES</u> | # Notified:                    | <u>81</u>                | # Downloaded: <u>3</u>    |
|            |  | # of Responses Rec'd:          | <u>1</u>                 | # of "No Bids": <u>80</u> |
| For:       | <u>BENEFITS AND EMPLOYMENT SERVICES<br/>(School/Department)</u>  | RFQ Opening Date :             | <u>FEBRUARY 20, 2020</u> |                           |
| Fund:      | <u>N/A</u>   | Advertised Date:               | <u>FEBRUARY 11, 2020</u> |                           |

**POSTING OF RFQ RECOMMENDATION/TABULATION:** RFQ Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **MARCH 2, 2020 @ 9:00 am** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

IN ACCORDANCE WITH SCHOOL BOARD POLICY 3320, PART II, SECTION I AND AFTER REVIEWING THE INFORMATION RECEIVED FROM PROSPECTIVE BIDDERS FOR THIS QUOTATION THAT THE CONTRACTUAL SERVICES ARE AVAILABLE ONLY FROM A SINGLE SOURCE. IT IS THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA'S INTENDED DECISION TO ENTER INTO A SINGLE-SOURCE CONTRACT WITH TSA CONSULTING GROUP AND MAY NEGOTIATE ON THE BEST POSSIBLE TERMS AND CONDITIONS WITH THIS SINGLE-SOURCE VENDOR.

*Charles O. High*

By: \_\_\_\_\_ Date: March 2, 2020  
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0527 •

**PROCUREMENT & WAREHOUSING SERVICES**  
CHARLES V. HIGH, C.P.M., A.P.P., MBA  
PURCHASING AGENT IV  
Charles.high@browardschools.com

**SCHOOL BOARD**  
DONNA P. KORN, Chair  
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LAURIE RICH LEVINSON  
ANN MURRAY  
NORA RUPERT

**ROBERT W. RUNCIE**  
*Superintendent of Schools*

February 11, 2020

TO ALL PROSPECTIVE PROPOSERS

Reference: Q20-010 - Third Party Administrator for Tax Sheltered Annuities

The Superintendent's Insurance and Wellness Advisory Committee is requesting a search for companies that are able to supply the above service for the Benefits and Employment Services Department. This request will be listed for seven (7) days on Demandstar in accordance with School Board Policy 3320 – Purchasing Policies, Part II, Rule I and Florida Statute 120.57(3) for single source services. Prospective proposers are requested to provide information regarding their ability to provide this work for SBBC.

If your firm is able to provide the Scope of Services provided in this quotation, please email this form to me directly at my email address stated below, as soon as possible and reference the quotation number referenced above. If you have any questions, please email the questions to me.

Sincerely,

*Charles V. High* Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

/cvh  
Enclosure

VENDOR: Are you able to provide these services as stated in this quotation? Yes\_\_\_ No\_\_\_

Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email this response form to: Charles.high@browardschools.com

## Q20-010 - Third Party Administrator for Tax Sheltered Annuities

### INTRODUCTION

The School Board of Broward County, Florida's (SBBC) third-party administrator provides common remitting services allowing SBBC to combine multiple provider remittances into one deposit via wire transfer and transmit remittance data utilizing a secure web-based application. SBBC maintains full control of remittance funds and significantly reduces administrative tasks and errors during the process. The common remitting services allow contribution remittances to be deposited within 24-48 hours while offering the maximum protection possible for private participant information. Wells Fargo serves as the bank transfer agent for the remitting services. All details of each transaction are available to the Division at any time online. The Division can also download each transaction folder to their servers for internal audit at any time. The bank verifies receipt of funds by investment providers and data details are transmitted to each vendor electronically with email notification of the amount and where to retrieve the data. Every submission to each investment provider is available to them at any time on the common remitter system to ensure that the provider can credit funds immediately, regardless of any transmission errors. All vendors receive the standard file layout of employee remittance information through one of three means,

- 1) Secure email attachment,
- 2) FTP push to provider or
- 3) FTP pull from the common remitting system login provided to the investment providers.

The common remitting system automatically calculates and forecasts contribution limits for participants. Its initial work to gather and compile historical contribution data allows the common remitting system to accurately calculate eligibility for service based catch-up options for 403(b) and determines eligibility for age-based additional amounts for 403(b). This data facilitates the automated processes for the common remitting system. Contribution testing is done year round with the common remitting system. The system will complete a separate year-end audit each year to verify that all contributions were made within applicable limits. Should a violation occur, TSA Consulting Group (current vendor) will work with all vendors to resolve all contribution issues.

The common remitting system was built to incorporate error corrections for remittances both prior to the remittance being sent and after finding the errors subsequent to remittance submission. The system also incorporates a communication and contact protocol with the vendor companies to effectively communicate remittance issues and to find common and successful resolutions.

Currently, SBBC has a Salary Reduction Agreement sent by the agent from each company to the Payroll Department. Employees of the District contribute to these investments through salary reductions each payroll period. The Payroll Department enters the amount into the payroll system and the deduction is withheld during the payroll run. After the payroll is run, a report or file is generated for each vendor listing the employees and amount. The file containing employees and amounts is sent to vendors via their secure internet sites. Payments are transferred via Automatic Clearing House (ACH). The vendor must have the capability of reporting and producing various types of reports at the request of SBBC at no additional cost.

SBBC is seeking the Third Party Administrator to remit employees' salary reduction contributions to all SBBC inactive and active vendors. In addition, SBBC is seeking to continue to outsource all functions regarding, recordkeeping and administration of these services. The objectives of the Third Party Administrator will be as follows:

- ✓ Shorten the time period between when a 403(b) and 457(b) deduction is taken and when that deduction is credited to the employee's 403(b) or 457(b) account.
- ✓ Send payment and account/payment information electronically through a single transaction.
- ✓ Ensure accuracy of qualified and non-qualified contributions.
- ✓ Streamline 403(b) and 457(b) program administration procedures.
- ✓ Provide full recordkeeping services.
- ✓ Augment communication between SBBC and 403(b) and 457(b) vendors.
- ✓ Auditing employee contributions for compliance.
- ✓ Providing reports as requested by SBBC.
- ✓ Provide website and web-based educational/informational materials/brochures and hardcopies, as requested by SBBC.
- ✓ Conduct educational seminars, as requested by SBBC.

### SCOPE OF WORK

1. Provide customer service lines with a 754/954 Area Code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number; the number must be a 754/954 number.
2. Accept SBBC's self-billing statement. The process is as follows: District Information Technology staff will develop a query that will run after each payroll to produce a file in the third-party administrator's common remitter system format. Payroll or benefits personnel will then log on to the system and upload the data. Once reports are reviewed, these personnel will send the remittance report to treasury detailing the amounts needing to be transferred to the clearing account. Treasury will transmit the total amount of funds required for the payroll contributions. The District deposits the total remittance in its own clearing account, which has been established at Wells Fargo Bank, the night before the remittance instructions are submitted. The next morning the remittance is submitted and processed with the funds being immediately debited from the clearing account for ACH transfers. If the instructions through the common remitting system are submitted by 10:00 am Eastern Time, the vendors being paid via ACH transfer receive the contributions within 24 hours for crediting to participant accounts. For those vendors who cannot receive their funds via ACH with electronic contribution data, Wells Fargo Bank will issue checks with contribution details and mail them the same day. Authorized District personnel will receive confirmations on all transactions. In the event that it is necessary to correct an excess contribution, TSA will correct the error, according to applicable revenue procedures, between January and April 15<sup>th</sup> of the following calendar year. Contribution corrections usually require the participant to be notified by the third-party administrator and verified by the District. If the correction is then determined to be necessary, the refund is sent by the provider directly to the participant along with appropriate tax reporting by the provider. The third-party administrator monitors the requirements to establish 403(c) accounts for excess contributions and can facilitate the opening of a 403(c) account, if necessary.
3. Vendor agrees to provide a bilingual customer service representative, at no additional cost, if requested by SBBC.
4. Vendor will be required to administer and maintain the 403(b)/457(b) Program in accordance with all appropriate federal and state statutes then in effect.
5. The Benefits Department shall review and approve all communication materials, including direct mailing, postage and production costs are to be paid by the Vendor.

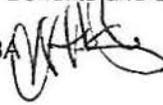
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10. Provide employee information statements as requested.
11. Vendor pays for all fees, ACH, bank transactions and bank maintenance, etc. for the SBBC established account.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
PROCUREMENT & WAREHOUSING SERVICES**

**Phone: 754-321-0505**

DATE: March 6, 2020

TO: Dr. Dildra Martin-Ogburn, Director – Benefits and Employment Services

FROM: Charles V. High, C.P.M., A.P.P., MBA   
Purchasing Agent IV

SUBJECT: **Vendor Search for Third Party Administrator for Tax Sheltered Annuities  
Q20-010 – Third Party Administrator for Tax Sheltered Annuities**

---

The Superintendent's Wellness & Insurance Advisory Committee (SWIAC) has requested that a search of vendors be performed for the service of a Third Party Administrator for Tax Sheltered Annuities.

- Based on School Board Policy 3320 – Purchasing Policies, Part II, Rule I states, "Commodities or contractual services available only from a single source are exempt from the competitive solicitation requirements. When the School Board believes that the commodities or contractual services are available from a single source, unless an exemption is established herein, Supply Management & Logistics Department shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), Florida Statutes, and may negotiate on the best terms and conditions with the single-source vendor."
- A request for quotation was released on February 11, 2020 to all prospective proposers on Demandstar.com to provide information back to the Procurement & Warehousing Services Department if a vendor is able to provide the services requested. This request was posted on Demandstar until February 20, 2020. **Exhibit 1**
- The list of commodity codes used for locate vendors is shown in **Exhibit 2**
- The list of vendors that were notified through Demandstar are attached as **Exhibit 3** and shows there is "no response" from each vendor.
- Only one vendor responded to Q20-010 who was TSA Consulting Group. **Exhibit 4**
- On March 2, 2020 a notice of intended decision, per the above policy, was posted and emailed to the vendors indicating that the contractual services are available through a single-source. No protests were received based on this decision. **Exhibit 5**

Exhibit 1



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0527 •

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Purchasing Agent IV

/cvh  
Enclosure

---

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Vendor Name:\_\_\_\_\_ Contact Name:\_\_\_\_\_

Email Address:\_\_\_\_\_

Email this response form to: Charles.high@browardschools.com

Q20-010 - Third Party Administrator for Tax Sheltered AnnuitiesINTRODUCTION

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*Exhibit 2*

### Selected Commodity Codes

|            |   |
|------------|---|
| 001-946-45 | Employee Benefit Funds                        |
| 001-946-48 | Financial Advisor                             |
| 001-946-49 | Financial Services (Not Otherwise Classified) |
| 001-946-56 | Investment Management Services                |

Close



Exhibit 3

My DemandStar Buyers Account Info FAQs

Log Bid View Bids Log Quote [View Quotes] Supplier Search Build Broadcast List Reports

Quote Details

Quote Number Q20-010  
 Quote Name Third Party Administrator for Tax Sheltered Annuities  
 Broadcast Date 2/11/2020 4:40:12 PM Eastern  
 Date Due 2/20/2020 2:00:00 PM Eastern

Delivery Requirements 0 days ARO  
 Shipping Notes N/A

Additional Specifications None specified

Insurance & Additional Requirements None specified

Terms & Conditions None specified

Status Notes IN ACCORDANCE WITH SCHOOL BOARD POLICY 3320, PART II, SECTION I AND AFTER REVIEWING THE INFORMATION RECEIVED FROM PROSPECTIVE BIDDERS FOR THIS QUOTATION THAT THE CONTRACTUAL SERVICES ARE AVAILABLE ONLY FROM A SINGLE SOURCE. IT IS THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA'S INTENDED DECISION TO ENTER INTO A SINGLE-SOURCE CONTRACT WITH TSA CONSULTING GROUP AND MAY NEGOTIATE ON THE BEST POSSIBLE TERMS AND CONDITIONS WITH THIS SINGLE-SOURCE VENDOR. (POSTED 3/02/20)

Broadcast List Filtered No

Commodity Codes View

Documents View

Suppliers Line Items

79 Supplier(s) found. Response Status: No Response Search

| Supplier  | City                                | Attributes        | Programs | Response Status | Quote Total Δ | Delivery (days ARO) | Complete / Partial | Actions |
|---|-------------------------------------|-------------------|----------|-----------------|---------------|---------------------|--------------------|---------|
| <a href="#">Jones Edmunds &amp; Associates, Inc.</a>    | <a href="#">Gainesville, FL</a>     | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">RBC Capital Markets</a>                     | <a href="#">St. Petersburg, FL</a>  | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Mead &amp; Hunt, Inc.</a>                   | <a href="#">Port Orange, FL</a>     | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Calvin, Giordano &amp; Associates, Inc.</a> | <a href="#">Ft Lauderdale, FL</a>   | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Geosyntec Consultants, Inc.</a>             | <a href="#">Boca Raton, FL</a>      | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Carr, Riggs &amp; Ingram, LLC</a>           | <a href="#">Albuquerque, NM</a>     | 1. Small Business | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Baker Tilly</a>                             | <a href="#">Madison, WI</a>         | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Keefe McCullough</a>                        | <a href="#">Fort Lauderdale, FL</a> | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">First Investors Corporation</a>             | <a href="#">New York, NY</a>        | -                 | -        | No Response     | -             | -                   | -                  | -       |
| <a href="#">Lambert Advisory</a>                        | <a href="#">Miami, FL</a>           | 1. Small Business | -        | No Response     | -             | -                   | -                  | -       |

Exhibit 3

|  |                               |   |                    |  |  |  |  |
|--|-------------------------------|---|--------------------|--|--|--|--|
| <u>Hilltop Securities Inc.</u>                     | <u>Dallas, TX</u>             |   | <u>No Response</u> |  |  |  |  |
| <u>Gehring Group</u>                               | <u>Palm Beach Gardens, FL</u> |   | <u>No Response</u> |  |  |  |  |
| <u>Florida League of Cities, Inc.</u>              | <u>Tallahassee, FL</u>        |   | <u>No Response</u> |  |  |  |  |
| <u>S. Davis &amp; Associates, PA</u>               | <u>Hollywood, FL</u>          |   | <u>No Response</u> |  |  |  |  |
| <u>Synergy Financial Strategies, Inc.</u>          | <u>Pembroke Pines, FL</u>     | 1. <u>Hispanic Owned</u><br>2. <u>Small Business</u>                          | <u>No Response</u> |  |  |  |  |
| <u>Purvis, Gray &amp; Company</u>                  | <u>Gainesville, FL</u>        |   | <u>No Response</u> |  |  |  |  |
| <u>Blue CrossBlue Shield of Florida</u>            | <u>Jacksonville, FL</u>       |   | <u>No Response</u> |  |  |  |  |
| <u>The Millennium Group</u>                        | <u>Plantation, FL</u>         | 1. <u>African American Owned</u><br>2. <u>Small Business</u>                  | <u>No Response</u> |  |  |  |  |
| <u>GrayRobinson, P.A.</u>                          | <u>Orlando, FL</u>            |   | <u>No Response</u> |  |  |  |  |
| <u>Voya</u>  | <u>WINDSOR, CT</u>            |   | <u>No Response</u> |  |  |  |  |
| <u>Caballero Fierman Llerena &amp; Garcia, LLP</u> | <u>Coral Gables, FL</u>       | 1. <u>Hispanic Owned</u><br>2. <u>Small Business</u><br>3. <u>Woman Owned</u> | <u>No Response</u> |  |  |  |  |
| <u>Nowlen, Holt &amp; Miner, PA</u>                | <u>West Palm Beach, FL</u>    | 1. <u>Small Business</u>  | <u>No Response</u> |  |  |  |  |
| <u>Linebarger Goggan Blair &amp; Sampson, LLP</u>  | <u>Austin, TX</u>             |   | <u>No Response</u> |  |  |  |  |
| <u>PNC Bank - Groninger</u>                        | <u>Pittsburgh, PA</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>Crowe LLP</u>                                   | <u>South Bend, IN</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>Hancock Whitney Bank</u>                        | <u>Gulfport, MS</u>           |   | <u>No Response</u> |  |  |  |  |
| <u>Robert Half Management Resources</u>            | <u>Fort Lauderdale, FL</u>    |   | <u>No Response</u> |  |  |  |  |
| <u>CCMSI</u>                                       | <u>Danville, IL</u>           |   | <u>No Response</u> |  |  |  |  |
| <u>MSI, P.A.</u>                                   | <u>Orlando, FL</u>            |   | <u>No Response</u> |  |  |  |  |
| <u>Bank of America Securities LLC</u>              | <u>Clearwater, FL</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>TD Bank, N.A.</u>                               | <u>Fort Lauderdale, FL</u>    |   | <u>No Response</u> |  |  |  |  |
| <u>Permanent Wealth Management</u>                 | <u>Boca Raton, FL</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>Edward Jones</u>                                | <u>Arnold, MO</u>             |   | <u>No Response</u> |  |  |  |  |
| <u>Wachovia securities</u>                         | <u>Bridgeport, WV</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>Stephens Inc</u>                                | <u>St. Petersburg, FL</u>     |   | <u>No Response</u> |  |  |  |  |
| <u>World Risk Management</u>                       | <u>Orlando, FL</u>            |   | <u>No Response</u> |  |  |  |  |
| <u>PFS Investments</u>                             | <u>Lauderhill, FL</u>         | 1. <u>Small Business</u>  | <u>No Response</u> |  |  |  |  |
| <u>Personnel Solutions Plus</u>                    | <u>Tampa, FL</u>              | 1. <u>African American Owned</u><br>2. <u>Small Business</u>                  | <u>No Response</u> |  |  |  |  |
| <u>Ameriprise Financial, Inc.</u>                  | <u>Plantation, FL</u>         |   | <u>No Response</u> |  |  |  |  |
| <u>City County Credit Union</u>                    | <u>Margate, FL</u>            |   | <u>No Response</u> |  |  |  |  |

Exhibit 3

|   |                            |   |                    |   |   |   |   |
|---|----------------------------|---|--------------------|---|---|---|---|
| <u>The Novak Consulting Group</u>                           | <u>Cincinnati, OH</u>      | 1. <u>Woman Owned</u>   | <u>No Response</u> | - | - | - | - |
| <u>Public Resources Advisory Group</u>                      | <u>NEW YORK, NY</u>        |   | <u>No Response</u> | - | - | - | - |
| <u>Apprison Financial Advocates / CCCS of South Florida</u> | <u>Davie, FL</u>           |   | <u>No Response</u> | - | - | - | - |
| <u>United Health Care</u>                                   | <u>Tampa, FL</u>           |   | <u>No Response</u> | - | - | - | - |
| <u>Sample DBE Company</u>                                   | <u>Brier, WA</u>           | 1. <u>Small Business</u><br>2. <u>Veteran Owned</u><br>3. <u>Woman Owned</u>  | <u>No Response</u> | - | - | - | - |
| <u>Teachers Financial Services</u>                          | <u>Tamarac, FL</u>         |   | <u>No Response</u> | - | - | - | - |
| <u>HCT Certified Public Accountants and Consultants LLC</u> | <u>hollywood, FL</u>       | 1. <u>African American Owned</u><br>2. <u>Veteran Owned</u>   | <u>No Response</u> | - | - | - | - |
| <u>Payment Service Network</u>                              | <u>Madison, WI</u>         |   | <u>No Response</u> | - | - | - | - |
| <u>Primerica</u>  | <u>Davie, FL</u>           |   | <u>No Response</u> | - | - | - | - |
| <u>FiduciaryFirst</u>                                       | <u>Maitland, FL</u>        | 1. <u>Small Business</u>  | <u>No Response</u> | - | - | - | - |
| <u>Inoi Steppin Up</u>                                      | <u>coconut, FL</u>         |   | <u>No Response</u> | - | - | - | - |
| <u>Argallus Wealth Management</u>                           | <u>Boca Raton, FL</u>      | 1. <u>Small Business</u><br>2. <u>Veteran Owned</u>   | <u>No Response</u> | - | - | - | - |
| <u>Keith Roberts Enterprises, Inc.</u>                      | <u>Coral Springs, FL</u>   |   | <u>No Response</u> | - | - | - | - |
| <u>ADEPT Public Relations, LLC</u>                          | <u>Fort Lauderdale, FL</u> | 1. <u>Hispanic Owned</u><br>2. <u>Small Business</u><br>3. <u>Woman Owned</u>   | <u>No Response</u> | - | - | - | - |
| <u>SunTrust Bank</u>  | <u>Orlando, FL</u>         |   | <u>No Response</u> | - | - | - | - |
| <u>Citigroup</u>  | <u>Orlando, FL</u>         |   | <u>No Response</u> | - | - | - | - |
| <u>AJG</u>  | <u>Beaverdam, VA</u>       |   | <u>No Response</u> | - | - | - | - |
| <u>AETNA</u>  | <u>Deerfield Beach, FL</u> |   | <u>No Response</u> | - | - | - | - |
| <u>Synovus Bank</u>   | <u>Naples, FL</u>          |   | <u>No Response</u> | - | - | - | - |
| <u>Cynanotary, LLC</u>                                      | <u>Lauderhill, FL</u>      | 1. <u>African American Owned</u><br>2. <u>Asian/Hawaiian Owned</u><br>3. <u>Small Business</u><br>4. <u>Woman Owned</u> | <u>No Response</u> | - | - | - | - |
| <u>College Campus Trips</u>                                 | <u>Fort Lauderdale, FL</u> |   | <u>No Response</u> | - | - | - | - |
| <u>Arthur J. Gallagher &amp; Co.</u>                        | <u>Boise, ID</u>           |   | <u>No Response</u> | - | - | - | - |
| <u>Service Planning Corporation</u>                         | <u>Ft Lauderdale, FL</u>   |   | <u>No Response</u> | - | - | - | - |
| <u>CenterState Bank</u>                                     | <u>Homestead, FL</u>       |   | <u>No Response</u> | - | - | - | - |
| <u>Chelsea International Education LLC</u>                  | <u>Boca Raton, FL</u>      | 1. <u>African American Owned</u><br>2. <u>Small Business</u><br>3. <u>Woman Owned</u>                                   | <u>No Response</u> | - | - | - | - |
| <u>Reames Employee Benefits Solutions</u>                   | <u>Daytona Beach, FL</u>   |   | <u>No Response</u> | - | - | - | - |

3/5/2020

Quote Details - DemandStar

Exhibit 3

|   |                              |   |   |   |   |   |   |   |
|---|------------------------------|---|---|---|---|---|---|---|
| <u>Absolute Accounting</u>                | <u>Davie, FL</u>             | - | - | <u>No Response</u>  | - | - | - | - |
| <u>Fidelity Capital Markets</u>           | <u>Atlanta, GA</u>           | - | - | <u>No Response</u>  | - | - | - | - |
| <u>CliftonLarsonAllen LLP</u>             | <u>Timonium, MD</u>          | - | - | <u>No Response</u>  | - | - | - | - |
| <u>Centerstate Bank</u>                   | <u>Fort Lauderdale, FL</u>   | - | - | <u>No Response</u>  | - | - | - | - |
| <u>Lambert Financial LLC</u>              | <u>Birmingham, AL</u>        | - | - | <u>No Response</u>  | - | - | - | - |
|   |                              |   |   | 1. <u>African American Owned</u><br>2. <u>Small Business</u><br>3. <u>Veteran Owned</u> |   |   |   |   |
| <u>Albritton Insurance Services</u>       | <u>Wauchula, FL</u>          | - | - | <u>No Response</u>  | - | - | - | - |
| <u>DS Test Account</u>                    | <u>Miami, FL</u>             | - | - | <u>No Response</u>  | - | - | - | - |
| <u>Centennial Bank</u>                    | <u>Marathon, FL</u>          | - | - | <u>No Response</u>  | - | - | - | - |
| <u>BerryDunn</u>                          | <u>Portland, ME</u>          | - | - | <u>No Response</u>  | - | - | - | - |
| <u>Public Communicators Group</u>         | <u>NORTH MIAMI BEACH, FL</u> | - | - | <u>No Response</u>  | - | - | - | - |
|   |                              |   |   | 1. <u>Small Business</u>  |   |   |   |   |
| <u>Crossroads Consulting Services LLC</u> | <u>SAINT PETERSBURG, FL</u>  | - | - | <u>No Response</u>  | - | - | - | - |
| <u>TSA Consulting Group</u>               | -                            | - | - | <u>No Response</u>  | - | - | - | - |
|   |                              |   |   | <i>Emailed Response</i>   |   |   |   |   |
| <u>First Financial Administrators</u>     | -                            | - | - | <u>No Response</u>  | - | - | - | - |

Subtotals will be rounded up to the nearest cent

<< Return

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Exhibit 4



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0527 •

PROCUREMENT & WAREHOUSING SERVICES  
CHARLES V. HIGH, C.F.M., A.P.P., MBA  
PURCHASING AGENT IV  
Charles.high@browardschools.com

**SCHOOL BOARD**  
DONNA F. KORN, Chair  
DR. ROSALIND OSGOOD, Vice Chair

LORI ALHADEFF  
ROBIN BARTLEMAN  
HEATHER P. TRINKWORTH  
PATRICIA GOOD,  
LAURIE RICH LIEVINSON  
ANN MURRAY  
NORA KUBERT

ROBERT W. RUNCIE  
Superintendent of Schools

February 11, 2020

TO ALL PROSPECTIVE PROPOSERS

Reference: Q20-010 - Third Party Administrator for Tax Sheltered Annuities

The Superintendent's Insurance and Wellness Advisory Committee is requesting a search for companies that are able to supply the above service for the Benefits and Employment Services Department. This request will be listed for seven (7) days on Demandstar in accordance with School Board Policy 3320 – Purchasing Policies, Part II, Rule I and Florida Statute 120.57(3) for single source services. Prospective proposers are requested to provide information regarding their ability to provide this work for SBBC.

If your firm is able to provide the Scope of Services provided in this quotation, please email this form to me directly at my email address stated above, as soon as possible and reference the quotation number referenced above. If you have any questions, please email the questions to me.

Sincerely,

Charles V. High Digitally Signed

Charles V. High, C.F.M., A.P.P., MBA  
Purchasing Agent IV

/cvh  
Enclosure

VENDOR: Are you able to provide these services as stated in this quotation? Yes  No

Vendor Name: TSA CONSULTING GROUP, INC Contact Name: STEPHEN BANKS

Email Address: sbanks@tsacg.com

Email this response form to: Charles.high@browardschools.com



|            |  |                                |                          |                 |           |
|------------|--|--------------------------------|--------------------------|-----------------|-----------|
| RFQ #:     | <u>Q20-010</u>   | Tentative Board Meeting Date*: | <u>N/A</u>               |                 |           |
| RFQ Title: | <u>THIRD-PARTY ADMINISTRATOR FOR TAX<br/>SHELTERED ANNUITIES</u> | # Notified:                    | <u>81</u>                | # Downloaded:   | <u>3</u>  |
|            |  | # of Responses Rec'd:          | <u>1</u>                 | # of "No Bids": | <u>80</u> |
| For:       | <u>BENEFITS AND EMPLOYMENT SERVICES<br/>(School/Department)</u>  | RFQ Opening Date :             | <u>FEBRUARY 20, 2020</u> |                 |           |
| Fund:      | <u>N/A</u>   | Advertised Date:               | <u>FEBRUARY 11, 2020</u> |                 |           |

**POSTING OF RFQ RECOMMENDATION/TABULATION:** RFQ Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **MARCH 2, 2020 @ 9:00 am** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

IN ACCORDANCE WITH SCHOOL BOARD POLICY 3320, PART II, SECTION I AND AFTER REVIEWING THE INFORMATION RECEIVED FROM PROSPECTIVE BIDDERS FOR THIS QUOTATION THAT THE CONTRACTUAL SERVICES ARE AVAILABLE ONLY FROM A SINGLE SOURCE. IT IS THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA'S INTENDED DECISION TO ENTER INTO A SINGLE-SOURCE CONTRACT WITH TSA CONSULTING GROUP AND MAY NEGOTIATE ON THE BEST POSSIBLE TERMS AND CONDITIONS WITH THIS SINGLE-SOURCE VENDOR.

2020 MAR 5 AM 10:44  
RCRD SBBC PROCUREMENT

2020 MAR 2 AM 8:50  
RCRD SBBC PROCUREMENT

POSTED COPY  
DO NOT REMOVE

By: Charles O. High Date: March 2, 2020  
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.