

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 19, 2023 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department: Human Resources & Purchasing
Submitted By: Human Resources & Purchasing
Submitted For: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve a contract between the Board of County Commissioners of Palm Beach County, Florida (BCC), and Bencor, Inc. for development and implementation of a 401(a) Plan (Plan); and
- B) direct staff on Plan design specifics for Palm Beach County employee participants.

Summary: Based upon direction given by the BCC, staff solicited vendors for a Plan. A selection committee was assembled and a vendor selected by majority vote. The implementation of the Plan is a budget neutral benefit and will save both the employee and employer on compulsory Social Security and Medicare taxes. The Plan contributions will be submitted from compensable vacation and/or sick leave balances according to Merit Rule policy for payout upon termination per plan design. Staff is seeking direction from the BCC regarding the designated categories of employees that will participate. Countywide (DO)

Background and Policy Issues: 401(a) plans are investment tools that are also known as Special Pay Plans (SPP) that can be customized for specific group participants. Through these plans, the employer must contribute any accumulated Special Pay, designated under the rules of the Plan, directly into the Plan. Special Pay is defined as income deriving from compensable vacation and/or sick leave balances according to Merit Rule policy for payout upon termination. One of its' tax savings benefits insures neither the employee or employer are subject to the 7.65% Social Security and Medicare tax on funds allocated to the SPP. This is a cumulative tax savings of 15.3% for both the employee and the employer. To be eligible for the Plan, the employee must be covered in a predefined category designated under the future Plan rules.

Attachments:

- 1. Board PowerPoint Presentation
- 2. Procurements Summary and Approval Form
- 3. Palm Beach County/Contracts and Awards for Approval
- 4. Contract for 401(a) Special Pay Plan
- 5. Certificate of Liability Insurance
- 6. Term Contract (aka Buyer Worksheet/Data Input Form)
- 7. Contract Master Agreement (aka KMA)

Recommended by: Wayne Condry (Sep 13, 2023 15:44 EDT) Sep 13, 2023
Department Director Date
Approved by: [Signature] 9/12/23
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	N/A	N/A	N/A	N/A	N/A
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No ☒ ☐
Does this item include the use of federal funds? Yes No ☒ ☐

Budget Account No: Fund _____ Agency _____ Organization _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:


Implementation is budget neutral.

C. Departmental Fiscal Review: _____

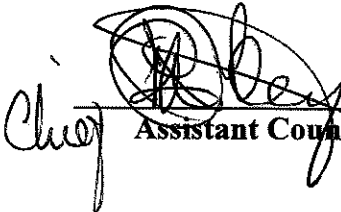
III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 9/15/23
MG 9/15 OFMB 9/11

 9/15/23
Contract Dev. & Control
PM 9/25/23

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review

Department Director



Special Pay Plan (SPP)

401a Overview

Special Pay Plan (SPP) Recap

- ▶ The Board requested that staff research options to provide County and employee tax savings via a 401a plan.
- ▶ Based on Board direction, staff commenced research to obtain existing contracts from other agencies.
- ▶ Staff sought legal advice for contradicting opinions and moved forward with Board direction to solicit interested vendors.
- ▶ On June 21, 2023, Selection Committee convened for 401a plan solicitations. The selected vendor was Bencor, Inc. Negotiations followed related to the guaranteed interest rate. It was agreed upon by all parties that the guaranteed interest rate would be 3.5% for the life of the three year contract.

What is a Special Pay Plan (SPP)?

- ▶ 401(a) plans are investment tools that are also known as Special Pay Plans (SPP) that can be customized for specific group participants. All identified group members must participate in the SPP.
- ▶ These plans are additional retirement plans that are funded by an employee's "Special Pay", which is compensation other than regular salary or wages accumulated by an employee. Those funds can be converted to a lump-sum at termination of employment, or can be swept into the fund at specified increments at the end of a pay period or a fiscal year depending upon the design of the plan.
- ▶ Through these plans, the employer must contribute any accumulated Special Pay designated under the rules of the plan directly into the Plan. One of its' tax savings is neither the employee or employer are subject to the 7.65% Social Security and Medicare tax on funds allocated to the SPP.
- ▶ Some Special Pay Plans are setup to include mandatory employer and employee contributions.

What is a Special Pay Plan (SPP)?

- ▶ In 2009, the IRS formally began to allow employers to contribute the value of an employee's unused sick and vacation, aka paid time off (PTO), to its qualified retirement plan. The IRS had previously allowed this in private letter rulings, but officially allowed all plans to do this through Revenue Rulings 2009-31 (for active employees) and 2009-32 (for terminated employees).
- ▶ Generally, any plan that wants IRS qualification must meet a laundry list of requirements. One of those requirements is that the plan not be exclusively for the benefit of former employees. This requirement is found in 26 CFR § 1.401-1(b)(4) and reads as follows:
 - ▶ (4) A plan is for the exclusive benefit of employees or their beneficiaries even though it may cover former employees as well as present employees. A plan covering only former employees may qualify under section 401(a) if it complies with the provisions of section 401(a)(3)(B), with respect to coverage, and section 401(a)(4), with respect to contributions and benefits, as applied to all of the former employees.
- ▶ In our research, we have found and continue to find differing information on how Special Pay Plans can be used for the benefit of former employees.

Vacation and Sick Leave Accruals

- ▶ Vacation Leave Accrual - The Board recognizes the employees' need for an annual period of rest and relaxation and offers employees Vacation Leave.

From Year	To Year	Accrual Hours
0	1	4.00
2	5	4.62
6	6	4.93
7	7	5.24
8	8	5.54
9	9	5.85
10	99	6.16

- ▶ Sick Leave Accrual - The Board desires to alleviate the hardships caused by illness and death and, therefore, offers employees paid Sick Leave and Compassionate Leave to meet those circumstances.

From Year	To Year	Accrual Hours
0	99	4.00

Vacation Policy

- ▶ “Vacation accruals are reflected in the employee’s pay check the week following the end of the pay period. Employees cannot take more vacation time than is shown as a balance on their last pay check.” (‘07 Merit Rule 9.03)
- ▶ “The maximum accumulation of vacation leave that can be carried over from one calendar year to another is 400 hours. Any employee who has accrued vacation leave in excess of 400 hours at the end of the last pay period of each calendar year shall forfeit the excess leave and the vacation leave balance shall automatically be reduced to 400 hours.” (‘07 Merit Rule 9.03)
- ▶ Employees are currently permitted to donate unused vacation leave, that may otherwise be swept, to the annual PBC United Way campaign.
- ▶ Employees are currently permitted to be paid out up to 500 hours to enter into the Florida Retirement System Deferred Retirement Option Plan (DROP).

Sick Leave Policy

- ▶ “Sick leave is earned bi-weekly and the accrual is based on 10% of an employee’s scheduled hours per week, not to exceed 40 hours per week, times 26 pay periods. 40 scheduled hours per week equals 104 hours of sick leave per year.” (‘07 Merit Rule 9.02)
- ▶ “The maximum accumulation of sick leave is unlimited.” (‘07 Merit Rule 9.02)
- ▶ “Employees hired before 10/01/94 who voluntarily resign in good standing after completing ten (10) or more years of continuous, unbroken County service are eligible to be paid 50% of their unused sick leave, not to exceed 500 hours or the amount they would have been paid as of September 30, 1994, had they resigned on that date, whichever is greater.” (‘07 Merit Rule 9.02)
- ▶ “All new employees hired as of 10/01/94, will be paid for 10% of accrued sick time after ten (10) years of employment, not to exceed 500 hours.” (‘07 Merit Rule 9.02)

Plan Design

- ▶ The 401(a) allows the flexibility to carve out employee groups for inclusion into the plan. Examples of employee groups might include Directors only or all Executives.
- ▶ Plan design might also consider all exempt (salaried) employees.
- ▶ Employee groups might be categorized by pay grades or pay as well. For example, all classifications within the executive pay range or all employees earning above a certain income threshold.
- ▶ **NOTE:** Employee groups may also consider the bargaining groups after negotiating their participation with the respective unions; should those unions desire to bargain.

Plan Design Considerations:

- ▶ Terminating Employees Only
- ▶ Terminating Employees with Compensable Sick* and/or Vacation Balances
- ▶ Age Thresholds to Offset the Under 59 Penalty of 10%
 - ▶ Under 59 Penalty can be offset by reaching retirement years of service.
- ▶ Tenure Thresholds
- ▶ De Minimus Balances Threshold
 - ▶ For example, balances under \$5,000 will not be considered for inclusion for the 401a.

*Pursuant to Merit Rule for Payout

Timeline for Completion:

- ▶ 09-19-2023 - Approval from Board
- ▶ 09-20-2023 - Discussions with Bencor begin
- ▶ TBD - If necessary, additional Board follow up
- ▶ 01-01-2024 - Plan Implementation for Newly Terminating Employees. This includes considerations for an employee educational campaign.

PROCUREMENT SUMMARY & APPROVAL FORM

Reference #23-084/MD <input checked="" type="checkbox"/> IFB/RFP <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> PIGGYBACK		Title: 401 (a) Special Pay Plan	
Date Prepared: 8/28/23		Staff: Lynn Clavette	Manager: Melody Thelwell
Original Contract Amount: <u>Employee Paid</u> Total Contract Value: \$ <u>contract amount depends on how many employees enroll</u> (paid thru emp. payroll deduction)		User Department(s): Human Resources Lead Department: Human Resources	
Budget Line(s): Employee Paid (Voluntary)		<input checked="" type="checkbox"/> Countywide (3 or more User Departments)	
<input checked="" type="checkbox"/> NEW - Includes option to renew for <u>2</u> additional <u>12</u> month period(s)			
<input type="checkbox"/> RENEWAL OPTION - Includes <u> </u> additional <u> </u> month renewal period(s)			
<input type="checkbox"/> INCREASE OF AUTHORIZED LIMIT - INCREASE AMOUNT: \$ <u> </u> - Includes <u> </u> additional <u> </u> month renewal period(s) - Remaining Months: <u> </u>			
<input type="checkbox"/> AMENDMENT, NON-RENEWAL - AMENDMENT # <u> </u>			
<input type="checkbox"/> EXTENSION - <u> </u> months			
<input type="checkbox"/> ONE TIME PURCHASE - Purchase Order (PO) # <u> </u>			
TERM CONTRACT - MA # <u>23084</u>			
Term of Agreement: <u>9/15/23 - 9/14/26</u> (<u>36</u> months) (Inclusive of <u> </u> month extension per Purchasing Director Authority) Retro Start Date: <u> </u>			
Previous Term Contract # <u> </u> , Previous Term: <u> </u> - <u> </u> (<u> </u> months)			
Previous Authorized Amount: \$ <u> </u> , (Inclusive of <u> </u> % (\$ <u> </u>) increase per Purchasing Director Authority) Ordered Amount: \$ <u> </u>			
Historical Usage: \$ <u>0</u> /month, Ordered Amount ÷ <u> </u> /mo (months of usage) Use date calculator https://www.timeanddate.com/date/duration.html to calculate date from start of CMA to date prepared above.			
Reason for authorized amount:			
# OF "C" SBE BID RESPONSES	# OF NON SBE BID RESPONSES	TOTAL # OF AWARDEE(S)	# OF IPBC AWARDEE(S)
0	3	1	0
		# OF OPBC AWARDEE(S)	# OF OS AWARDEE(S)
		1	1
RECOMMENDED AWARDEE(S): (1) Bencor, Inc.			
Certified SBE: <input type="checkbox"/> EXEMPT from OEBO <input type="checkbox"/> YES: Firm # from above: (<u> </u>) Type: <u> </u> (as indicated in OEBO vendor directory) Dollar / % amount of contract: <u> </u> <input checked="" type="checkbox"/> NO: Code: <u>F1</u> Subcontract to SBE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Business Location: Firm #(s) from above: (<u> </u>) Code: <u>IPBC</u> Firm #(s) from above: (<u>1</u>) Code: <u>OPBC</u> Firm #(s) from above: (<u> </u>) Code: <u>OS</u> If OPBC: City: <u>Sarasota, FL</u>	
PURPOSE OF PROCUREMENT ACTION: *EXPLANATION REQUIRED. The Contractor is providing a 401(a) Special Pay Plan for employees to invest by payroll deduction. The funding for this new thirty-six (36) month term contract is 100% employ funded. Services will be dependent upon employee participants. This term contract has two (2) twelve (12) month renewal options. Awardee is located in Sarasota, FL. The original contract was established by a competitive solicitation process. This item was reviewed by the Goal Setting Committee and an SBE Evaluation Preference for SBE Prime Participation was approved.			

ATTACHMENTS (Check if attached/applicable)

☒ Department request (e.g., CRQS/CRQM/Form K/Email)☐ Letter(s) to Vendor for Director's signature☒ Contract(s)/Amendments☒ Insurance Compliance Certificate
☐ Risk Management/CAO Approval of changes to Standard Indemnification/Insurance Requirements *If you check this box enter information above in Purpose of Procurement Action
☒ Previous BCC agenda item☐ Form AAA☐ Other / Close Procurement Folder # ☒ Entered into Advantage, Date: 8/28/23
☐ OEBO Recommendation (e.g., Waiver, Price Preference, % Goal, etc.) *If you check this box enter information above in Purpose of Procurement Action

***** APPROVALS *****

DIRECTOR:

DATE:

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
09/12/2023

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount S/M/WBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT</u>					
Bencor, Inc	New term contract to provide a 401 (a) Special Pay Plan (employee paid) services for the period 9/15/23 through 9/14/26 per Master Agreement #23084.	<u>Contract Amount:</u> 100% employee paid Dependent on how many participants S/M/WBE: \$0 <u>Original Contract Amount: \$</u>	Human Resources	Thelwell	

This is a new contract for 401(a) Special Pay Plan. The funding for this new thirty-six (36) month term contract for 401(a) Special Pay Plan services is dependent upon employee participants. This term contract has two (w) twelve (12) month renewal options. Awardee is located in Sarasota, FL. The original contract was established by a competitive solicitation process. This item was reviewed by the Goal Setting Committee and an SBE Evaluation Preference for SBE Prime Participation was approved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CONTACT
NAME:PHONE
(A/C, No, Ext):FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Chubb

10052

INSURER B : Federal Insurance Company

20281

INSURER C : Endurance American Insurance Company

10641

INSURER D : Travelers Casualty And Surety Company

19038

INSURER E :

INSURER F :

CN108524018-BenVi-GAUWC-22-

INSURED
BENCOR, Inc.
2 N. Tamiami Trail
Suite 602
Sarasota, FL 34236

COVERAGES

CERTIFICATE NUMBER:

NYC-011688893-03

REVISION NUMBER: 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	35987843	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	73594960	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 25,000 BODILY INJURY (Per accident) \$ 50,000 PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible: \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEO <input type="checkbox"/> RETENTION \$	X	X	7989-1996	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8N254948-22-42-E	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			AIP10011673006	09/01/2023	09/01/2024	LIMIT \$ 5,000,000 SIR \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners is included as additional insured (except Workers' Compensation, Professional Liability, and Cyber Liability) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Palm Beach County Board of County
Commissioners
Attn: Insurance Compliance
PO Box 100085-DX
Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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PUR601R1
08/29/2023
Page 1 of 1

TERM CONTRACT

BUYER WORKSHEET/DATA INPUT FORM

PROCUREMENT FOLDER ID: 1282869

PROCUREMENT TYPE: CONTRACT PROCUREMENT CODE/NAME: 32 RFP - \$200,000 and over BCC

ENTRY DATE /
CPO ID: _____

BUYER CODE: lclavette

BUYER NAME: Lynn Clavette

RX TYPE: RQ

DEPARTMENT: 340

BUDGET FY: 2023

ACCEPT DATE: 04/10/2023

UNIT NAME: Personnel Division

UNIT: 3100

CURRENT FY: 2023

ISSUER NAME: Reauche Leonard

ISSUER PHONE: 561-616-6857

RX NUMBER: CRQM 340 0410230000000000350 VERSION #: 1

REQUESTOR NAME: Reauche Leonard

REQUESTOR PHONE: 561-616-6857

VENDOR CODE:

DOCUMENT NAME: 401a - Special Pay Plan
Solicitation Type: RFP

NAME:

ADDRESS:

DOCUMENT DESCR: Special Pay Plan to the employees and the employer according

CONTACT:

PHONE:

TOTAL COMM LINES: 1

TOTAL REQ AMOUNT: 1,500,000.00

RXCL SHIP	DLVRY DT	WH CD	QTY UNIT	COMM CD	UNIT COST	EXTENDED COST
1			-	95839	-	1,500,000.00

COMM DSCR: Financial Management Services

COMM SPEC:

CL DSCR: 401a - Special Pay Plan - RFP

ADD HNDL. INFO:

EXT DSCR: The 401(a)-county plan is a tax-savings and budget deduction proposal that is financed by contributions from both the employer and the employee's sick and vacation balances. Depending on the number of employees who retire or terminate, the plan must be adaptable to the specific needs of the county and/or its plan participants. Moreover, the desired special pay plan must be free of charge to the county and apply to both the employer and employees in accordance with IRS legislation and/or revenue rulings.

DETAIL INSTRUC.:

The estimated dollar value of said project is over \$100,000 annually and can go up to \$300,000 depending upon the number of employees that retire or terminate, the salary of the employee at the time of termination, and the number of available vacation or sick leave hours the employee has in their leave banks at the time of termination.

CONTRACT AMOUNT: 1,500,000.00

MSDS: 0

HAZ MAT:

HANDL SPIS:

PKG INST:

SPECIAL INSTRUCTIONS: INST CODE INST NAME INST DETAIL

**CONTRACT FOR
401(a) Special Pay Plan
(Contract No. 23-084/MD)**

This Contract No. 23-084/MD is made as of this _____ day of _____, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and BENCOR, Inc., 2 N. Tamiami Trail, Suite 602, Sarasota, FL 34236, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide a 401(a) Special Pay Plan (employee paid) to the Human Resources Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated May 24, 2023, revised guarantee rate e-mail dated July 28, 2023, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Maria Figueroa, Assistant Director, Human Resources Department, telephone number (561) 616-6873 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be C Kurt Miller, Managing Partner, telephone number (941) 366-2779.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 23-084/MD and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated May 24, 2023; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on September 15, 2023, and complete all services by September 14, 2026, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs may be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) may not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR may extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 6 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid

for services rendered to the COUNTY's satisfaction through the date of termination.

C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 8 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal

justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 9 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 10 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 11 is a material breach of this Contract.

- i. CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions

available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

Failure to comply with this Article 10 is a material breach of this Contract.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 13 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Megan Davis, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence.

Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability/Technology Errors and Omissions:** CONSULTANT shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- F. **Cyber Liability/Technology Errors & Omissions:** CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.
- G. **Third Party Commercial Fidelity Bond:** CONTRACTOR shall maintain a Commercial Fidelity Bond for Employee Dishonesty or its equivalent on a Blanket Basis with a minimum limit of \$1,000,000. The bond shall be endorsed to cover "Third-Party liability including a third-party beneficiary clause in favor of "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis. In the event the Operator elects to supply Employee Dishonesty/Crime Insurance in lieu of a Third Party Commercial Fidelity Bond, the policy must contain an endorsement providing a Third Party Rider to add coverage for employees of Palm Beach County Board of County Commissioners.
- H. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- I. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners

Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- J. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- K. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is 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 given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health

emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the

CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract,

including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 24 - NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR 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 COUNTY's relevant marketplace in Palm

Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and

consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Wayne Condry, Director
Human Resources, Palm Beach County
100 Australian Ave
West Palm Beach, FL 33406

If sent to the CONTRACTOR, notices shall be addressed to:

C. Kurt Miller, Managing Partner
Bencor, Inc.
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 33 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY MELODY THELWELL
DIRECTOR OF PURCHASING

Melody Thelwell, Director

WITNESSES:

Carole Dubosky
Signature

Carole Dubosky
Name (type or print)

[Signature]
Signature

Hugh Bishop
Name (type or print)

CONTRACTOR:

Bencor, Inc.
Company Name

BY: [Signature]
Signature

C. Kurt Miller
C. Kurt Miller

Managing Partner
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature] for A. Helfand
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 23-084/MD

1. PURPOSE OF THE PROJECT

CONTRACTOR shall implement an employer-sponsored 401(a) Special Pay Plan that allows eligible participants the ability to contribute accumulated sick, vacation and other allowable incentive pay. The Special Pay Plan will allow the eligible participant to permanently avoid Social Security and Medicare taxes while deferring income tax until the funds are withdrawn. This will allow both the County and the eligible participant to take advantage of payroll tax savings (currently 7.65% each) on eligible contributions.

CONTRACTOR should have a depth of experience and a wide range of knowledge of state and federal laws and associated complex financial compliance issues, flexible eligible participant plan options, and funding mechanisms. The CONTRACTOR should have experience dealing with large, local employers such as Palm Beach County (COUNTY).

2. GENERAL INFORMATION

COUNTY's Human Resources Department has a staff of thirty-five (35) full time employees specializing in the areas of administration, employee relations, employee training, compensation, fair employment programs, recruitment, and retirement benefits.

The COUNTY's Board of County Commissioners (hereinafter referred to as the "Board") is comprised of seven elected officials who direct the policies and approve the budget of those departments under them. There are thirty-eight (38) departments that report to the Board which employ over 6,200 permanent employees. There are two (2) unions represented: Communication Workers of America (CWA Local 3181) and International Association of Fire Fighters (IAFF Local 2928).

Additionally, those same officials, sitting as a separate governing body (i.e. Board of Directors), direct the policies and budget of Palm Tran, a not-for-profit, wholly owned subsidiary of the County (hereinafter referred to as "Palm Tran"). The Supervisor of Elections is its own Constitutional Officer; however, it may elect to participate in the group benefits entered into by the Board. The Board will enter into a single contract on behalf of all entities.

3. HISTORY AND BACKGROUND

The Board currently participates in the Florida Retirement System and offers a 457(b) plan to its employees.

The CONTRACTOR shall represent the interests of the Board's employees. However, the COUNTY's Human Resources Director and associated staff, with the assistance of the COUNTY's Consultant, has assumed the lead role in RFP preparation, analysis, and negotiation with the applicable carriers on behalf of the entire group.

4. PLAN REQUIREMENTS

The 401(a) Special Pay Plan shall at a minimum include the following:

- 4.1. COUNTY shall deem who an eligible employee is.
- 4.2. The 401(a) Special Pay Plan shall be customizable for the specific needs of COUNTY and/or its plan eligible employees.
- 4.3. The 401(a) Special Pay Plan shall provide a plan to the eligible employees and the employer (COUNTY) according to the provisions of IRS law and/or revenue rulings.
- 4.4. The 401(a) Special Pay Plan shall allow eligible employees to direct unused sick and/or vacation leave into the plan.
- 4.5. The 401(a) Special Pay Plan shall provide the flexibility to carve out employee groups for enrollment into the plan.
- 4.6. COUNTY shall have the flexibility to modify the provisions/rules of the 401(a) Special Pay Plan for its eligible employees when and as it chooses in accordance with IRS law/revenue rulings.
- 4.7. COUNTY requires that a minimum of two (2) educational workshops be provided, yearly, to its eligible employees/participants related to the 401(a) Special Pay Plan for the purposes of educating and informing the eligible employees/participants about the 401(a) Special Pay Plan. COUNTY will determine the scope and content based on the eligible employees'/participants' needs.

5. CONTRACTOR GENERAL REQUIREMENTS

The CONTRACTOR shall be responsible for the following:

- 5.1 Provide customer service lines with a 561/772 Area Code for employees, as well as a toll-free line for employees residing outside the 561/772 area code. Within the departments themselves, employees do not have access to dial a 1-800 number; the number must be a 561/772 number.
- 5.2 CONTRACTOR is required to maintain compliance with appropriate federal and state statutes.
- 5.3 CONTRACTOR agrees to provide a bilingual (Spanish and Creole) customer service representative at no additional cost if requested by COUNTY.
- 5.5 Since the 401(a) Special Pay Plan is a participant-directed, defined contribution plan, the plan should offer participants a variety of investment

- options, and the participants sufficient information to make informed decisions about their investments, and the ability to change their investment choices on a daily basis.
- 5.6. CONTRACTOR is responsible for any required reporting disclosures, including the preparation of Forms 1099, eligible rollover distribution notices, and participant benefit statements.
 - 5.7. CONTRACTOR is responsible for all recordkeeping including, but not limited to, contributions, allocation of investment results, disbursements, loans, rollovers, and qualified domestic relations order (QDRO) determinations.
 - 5.8. CONTRACTOR agrees to provide an extension of one hundred eighty (180) days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) month period.
 - 5.9. CONTRACTOR will assist in creating and maintaining an educational video of the benefits of a 401(a) Special Pay Plan for all new hires and employees at no cost to COUNTY.
 - 5.10. CONTRACTOR commits to maintain sufficient support services to COUNTY.
 - 5.11. CONTRACTOR will provide employee communication materials as requested and approved by COUNTY.
 - 5.12. CONTRACTOR must offer web-based capabilities for participants to conduct and/or review financial transactions and account inquiries at no additional cost.
 - 5.13. CONTRACTOR must provide trustee access to accept funds from COUNTY, hold plan assets, and make disbursements.
 - 5.14. CONTRACTOR will communicate the program to newly eligible employees. The communication should describe the program and employee plans, and provide enough information for each eligible employee to make responsible and informed decisions.
 - 5.15. CONTRACTOR shall agree to supply COUNTY with standardized reports, upon request, for both industry data and based on COUNTY specific membership. These reports will include, but not be limited to, cash flow data, and member enrollment information on a monthly basis, etc.
 - 5.16. Provide employee information statements at a minimum, on a quarterly basis. Statements on the front page are to outline the cost that a member has paid for these investments.
 - 5.17. CONTRACTOR will provide educational and information hard copy brochures as requested by COUNTY.
 - 5.18. Provide a dedicated Account Manager who will have the overall responsibility for managing COUNTY's relationship.
 - 5.19. Provide qualified personnel to attend (in person) and participate in meetings as necessary.

EXHIBIT B
CONTRACTOR'S PROPOSAL
Dated May 24, 2023
Including
Revised Guarantee E-mail dated July 28, 2023
Contract No. 23-084/MD
(Consisting of 101 pages)

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- Appendix G - Disclosure of Ownership Interests
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One Sarasota Tower
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236
P: 941-366-2779 | F: 941-366-8180
Toll Free: 800-264-6889
www.bencorplans.com

May 24, 2023

Megan Davis
Senior Buyer
Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

RE: RFP NO. 23-084/MD Letter of Transmittal

Dear Ms. Megan Davis,

U.S. BENCOR/MidAmerica is pleased to provide you with the information in this letter and the attached proposal in response to the referenced RFP.

U.S. BENCOR/MidAmerica has been providing 401(a) Special pay Plans to large South Florida governmental organizations for over 25 years. In fact, U.S. BENCOR/MidAmerica is an industry leader in the public sector market, specializing in Special Pay and FICA Alternative Plans, HRAs, FSAs and Trusts. As a result, we provide the highest level of plan expertise, plan sponsor support and participant education and service for these plans in the nation. Clients of ours in South Florida include the School Boards of Broward County, Palm Beach County, Miami-Dade County, Monroe County and Martin County. We also provide our programs to 30 of Florida's colleges and universities, including Miami-Dade College, Broward College, Palm Beach State College and Florida International University.

Currently, there are over 86,614 U.S. BENCOR/MidAmerica participants and over \$404,386,825 in assets in our South Florida plans. Our unique plan design has delivered Federal Payroll Tax savings to our South Florida governmental employers of over \$125 million. Furthermore, employees have saved a similar amount of Federal Payroll Tax dollars and have deferred or saved tens of millions of dollars of Federal Income Tax, all due to participation in the U.S. BENCOR/MidAmerica Plans. Currently, in Palm Beach County alone, the School District of Palm Beach County, Palm Beach State College and the Village of Wellington have implemented and enjoy the benefits of our plans.

Through our relationship with our 116 employer clients across Florida and 1,184 nationwide, U.S. BENCOR/MidAmerica has proven to be a committed partner for our plan sponsors, their employees and the community. In South Florida, we have contributed over \$1.5 million over the last 5 years towards plan support, M/WBE partnerships and community involvement including: retirement seminars, employee breakfasts, education scholarships, employee recognition awards, and charitable campaigns. We look forward to doing the same for Palm Beach County and your employees.



One Sarasota Tower
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236
P: 941-366-2779 | F: 941-366-8180
Toll Free: 800-264-6889
www.bencorplans.com

U.S. BENCOR/MidAmerica is committed to the success of your Special Pay Plan and our experience, knowledge and focus will help you design, implement, and run the most effective plan possible. We look forward to working with you to deliver the best program for you and your employees.

The following persons are authorized to make representations for U.S. BENCOR/MidAmerica:

C. Kurt Miller, Managing Partner
kmiller@bencor.com

Hugh B. Bishop, Executive Chairman
hbishop@bencor.com

Carol Hayward, Director Bencor Administrative Services
chayward@bencor.com

U.S. BENCOR/MidAmerica
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236
800-264-6889

David Rosenberger, Plan Design Attorney
Rosenberger Law Group PLLC
4111 Andover Road, Suite 100 West
Bloomfield Hills, MI 48302
248-723-7007

Contact person during the period of proposal evaluation is:
C. Kurt Miller, Managing Partner
kmiller@bencor.com
(941) 366-2779
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236

Very truly yours,

A handwritten signature in blue ink, appearing to read 'HB Bishop'.

Hugh B. Bishop
Executive Chairman
U.S. BENCOR/MidAmerica

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Experience and Qualifications:

1. Provide a brief (one page or less) history of your organization including ownership structure and any other organization with which you are affiliated. Disclose if any discussions with any third parties are underway with regards to the possible changes to the ownership structure.

BENCOR, Inc. DBA as U.S. BENCOR/MidAmerica, is an independent specialist not tied to any single insurance or investment product company and is the leading provider of IRS-approved 401(a) FICA Alternative and Special Pay Plans in the United States.

BENCOR, Inc. was founded in 1990. In 1995, BENCOR began providing IRS-approved FICA Alternative Plans to governmental employers. BENCOR received IRS-approval for its 401(a) Special Pay Plan in 1998 and immediately began providing Special Pay Plans to governmental employers and their employees nationwide.

In 2009, BENCOR, Inc. became part of the U.S. Retirement & Benefits Partners (USRBP) family and was renamed U.S. BENCOR. In January 2021, U.S. Retirement & Benefits Partners (USRBP) acquired MidAmerica Administrative & Retirement Solutions, LLC, another Florida-based company focused on providing FICA Alternative and Special Pay Plans, as well as HRAs, FSAs, and Trusts. U.S. BENCOR/MidAmerica partners with BENCOR Administrative Services and Charles Schwab Trust Bank to provide the BENCOR National Government Employees Retirement Plan™.

We are not in any discussions with any third parties regarding a possible change in ownership structure.

2. On what date did your organization enroll its first group in Florida for coverage and for what type of coverage?

Type of Coverage	Date
Special Pay Plan	January 1, 1998
FICA Alternative	January 1, 1995

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

3. Provide the enrollment data (including all plans) requested below for the organization submitting this Proposal:

A. National Enrollment

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Special Pay Plan	70,449	69,896	72,602	78,456
FICA Alternative	770,052	775,728	773,401	805,701
Other (HRA/FSA)	70,683	91,285	79,893	87,580
Total Enrollment	911,184	936,909	925,896	971,737

B. Florida Enrollment

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Special Pay Plan	53,619	51,582	54,105	58,790
FICA Alternative	299,373	302,222	300,006	308,822
Other (HRA/FSA)	3	3	3	3
Total Enrollment	352,995	353,807	354,114	367,615

C. South Florida (Broward, Miami-Dade, and Palm Beach Counties) Enrollment

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Special Pay Plan	25,273	22,379	23,305	25,279
FICA Alternative	57,875	58,909	58,268	61,335
Other Enrollment	-	-	-	-
Total Enrollment	83,148	81,288	81,573	86,614

D. Palm Beach County Enrollment

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Special Pay Plan	13,881	14,295	14,595	15,408
FICA Alternative	17,869	18,142	17,665	17,456
Other Enrollment	-	-	-	-
Total Enrollment	31,750	32,437	32,260	32,864

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

4. What percent of your Florida enrollment in 2021 and 2022 is from public sector clients?

	Total Enrollment	2021 % of Public Sector	2022 % of Public Sector
Special Pay Plan	54,105 / 58,790	100%	100%
FICA Alternative	300,006 / 308,822	100%	100%
Total Enrollment	354,111 / 367,612	100%	100%

5. Provide information for your three (3) largest self-funded (local government, Counties preferred) South Florida (Broward, Miami-Dade, and Palm Beach Counties) clients who have terminated your plan(s) during the past 24 months using the following format:

U.S. BENCOR/MidAmerica has not lost any South Florida clients in the past 24 months.

Employer Name	Total Number of Employees in South Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number	Email Address
1. N/A							
2. N/A							
3. N/A							

6. Detail any mergers/acquisitions and outcomes involving your organization, which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.

U.S. BENCOR/MidAmerica has not had any mergers/acquisitions in the last 12-month period. Currently, none are planned for the next 12 to 24 months.

7. Describe Proposer's past performance and experience, specifically for groups with over 10,000 employees. List the name and purpose of all subcontractor(s) who will be assigned to this project.

U.S. BENCOR/MidAmerica has concentrated on developing the products, services and systems to specifically support large employers implementing Special Pay and FICA Alternative Plans. We continue to service the largest school districts (more than 10,000 employees) in Florida, including Broward, Miami-Dade, Palm Beach,

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Hillsborough, Pinellas, Orange and Duval County Schools.

Our commitment to an open-architecture investment platform allows us to bring the best investment alternatives at the lowest possible cost to your participants. We have always delivered our programs at no cost to plan sponsors and our systems are specifically designed to support the unique requirements of these plans, rather than trying to utilize a standard defined contribution record keeping system. Our experience and focus on these markets have allowed us to develop the most efficient solutions to bring our clients the greatest value in Special Pay and FICA Alternative plans.

All recordkeeping, administration, communications, compliance, and employee education functions are performed in-house through our sister company, BENCOR Administrative Services. Investment management of the funds offered through our programs are provided by the fund companies associated with each investment option. Custodial services are provided by Charles Schwab Trust Bank.

The firms are staffed with experienced and qualified investment, legal, administrative, and accounting professionals dedicated to providing quality service in the areas of plan design, administration, investment funding, and communication. The principals at U.S. BENCOR/MidAmerica bring extensive knowledge and professional experience to the marketplace.

Our Florida Client List is provided at the end of this Section.

8. Do you currently have all the necessary federal and state licenses and registrations to perform the activities proposed? Yes ☒ No ☐ Provide copies of such licenses and registrations.

Please see our State of Florida Certificate of Status at the end of this Section.

9. Do you currently provide PBC an IRS approved plan document for their use? Yes ☐ No ☒ Describe the type of plan utilized, custom, volume submitter, prototype, etc.

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

- 10. Does the plan that will be utilized carry any IRS approvals? If yes, please state them.**

Yes. BENCOR has maintained an IRS-approved 401(a) volume submitter plan specifically designed for governmental employers since 1994. Original IRS approval for the BENCOR National Government Employees Retirement Plan™ was obtained in 1994 and renewed in 1998, 2002, 2004, 2005, 2007, 2008, 2009, 2014 and 2020.

Please see our IRS Approval Letter at the end of this Section.

- 11. Will you maintain the plan document for PBC and make all required changes, as needed during the contract award period?**

Yes. U.S. BENCOR/MidAmerica will maintain the plan document for PBC and make all required changes, as needed, during the contract award period.

- 12. Has your company been cited or been threatened with citation within the last five (5) years by federal or state regulators for violation of state or federal laws or for not implementing regulation? Yes ___ No ☒**

- 13. Over the last five years, have any of your employees (or previous employed employees while still actively under your employ and have since terminated) been disciplined by a regulatory body such as FINRA and/or the State Insurance Department? Yes ___ No ☒ If yes, explain fully.**

- 14. Does your company provide a bond or guarantee to protect the program, the employer, and participants from any loss resulting from fraud or dishonesty by your employees or representatives? Yes ☒ No ___ If yes, what amount? \$1,000,000.**

- 15. Has your organization had a negative audit finding during a client audit in the past five (5) years? Yes ___ No ☒ If yes, please summarize findings and resolution.**

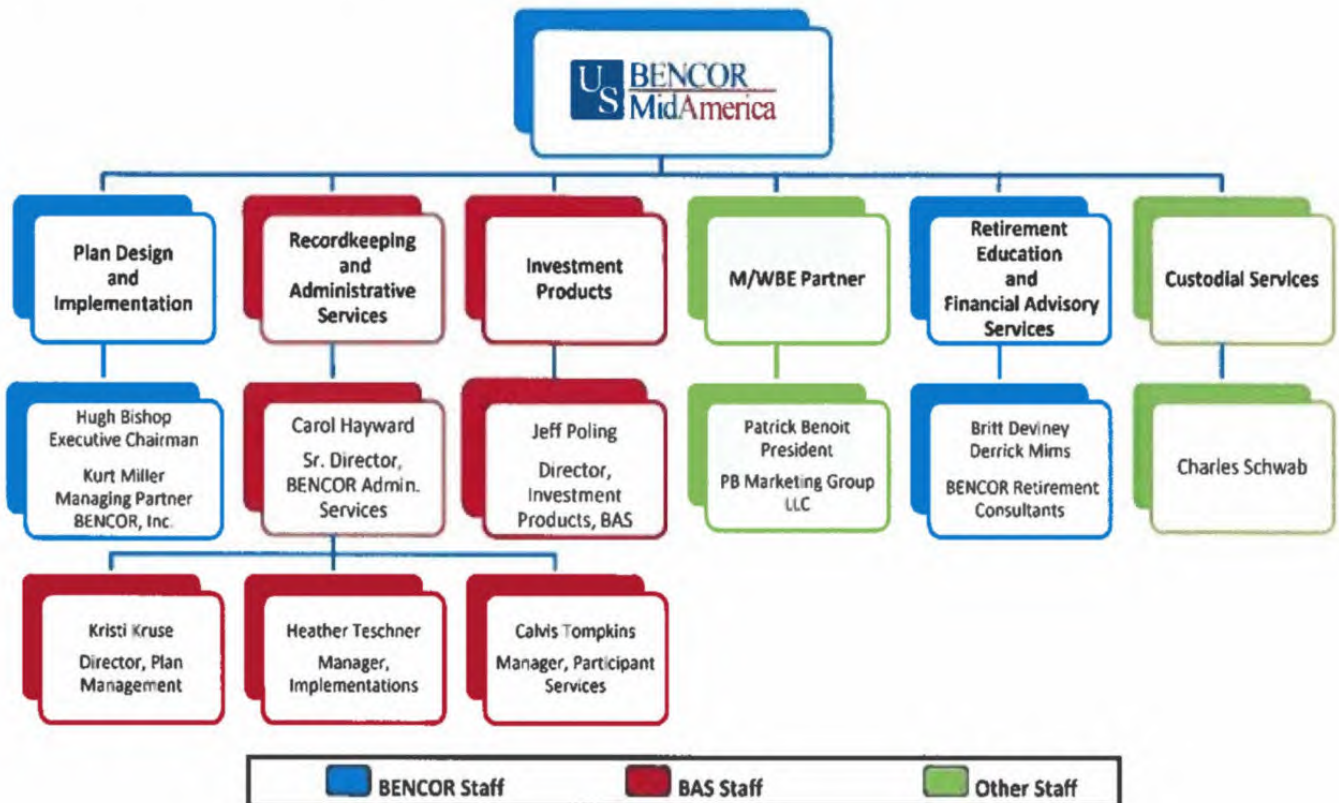
APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

- 16. Describe briefly the organizational structure of your company with emphasis on the personnel or division providing FICA Alternative/Special Pay Plan services in your company's organization structure. Are these employees W-2 employees? Yes ☒ * No ☐ * All BENCOR staff are W-2 employees with the exception of the U.S. BENCOR/MidAmerica Representatives.**

Our organizational structure is designed to provide the best combination of people and products. By allocating subject matter experts in each area of our service model, we are able to provide the highest level of customer service to our clients.

- 17. Provide an organizational chart of your company.**

This is also included under the Tab labeled 'Key Personnel'.



APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

18. Have there been any significant changes to management within your organization over the past five (5) years? Yes ___ No ☒ If yes, please explain.

19. Provide the name, address, and qualifications of the local individual who will manage the PBC account. Describe the credentials and experience of the individuals who will be responsible for all aspects of PBC account service including program implementation, data processing, recordkeeping, administration, employee communication and investment management services. Are these individuals W-2 employees or 1099 employees? W-2 employees ☒ or 1099 employees ☒ Note: All of the below are W-2 employees with the exception of the plan design attorney, the M/WBE partner and the local U.S. BENCOR/MidAmerica Representatives.

Each of the functions outlined below is staffed by industry-leading experts in delivering the services necessary to make the plan run effectively and efficiently for the benefit of PBC and its employees.

- ◆ **Client Compliance and Consulting Services** – Members of this experienced team will draft any necessary plan updates, analyze the impact of regulatory changes on your plan and consult on any compliance-related issues affecting your plan.

Hugh B. Bishop, Esq., Executive Chairman of U.S. BENCOR/MidAmerica
2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889
hbishop@bencor.com

Mr. Bishop is a graduate of Emory University's Goizueta Business School and the University of Louisville Brandeis School of Law. He co-founded BENCOR, Inc. in 1990. Mr. Bishop works with governmental agencies throughout the United States, assisting them and their legal counsel with the implementation of specialty pension plans. He currently holds his life and variable annuity licenses as well as his Series 6 securities license.

Mr. Bishop has been involved with plan design, implementation and IRS approval of FICA Alternative Plans and Special Pay Plans since 1991 and 1996, respectively. He was instrumental in the original design and implementation of the BENCOR 401(a) Defined Contribution Plan, the BENCOR 401(a) FICA Alternative Plan, and the BENCOR 401(a) Special Pay Plan™.

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Kurt Miller, Managing Partner of U.S. BENCOR/MidAmerica

2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889

kmiller@bencor.com

Mr. Miller joined BENCOR, Inc. in 2014 as Managing Partner. In this role, he is responsible for all aspects of the marketing and operational direction of the organization's Special Pay and FICA Alternative plans.

Mr. Miller brings a great deal of experience and innovation to the employer-sponsored retirement and healthcare markets. From 1996-2005, Mr. Miller was President of the Healthcare and Government Markets for CitiStreet, where he was accountable for strategic planning, business line P&L, marketing strategy and implementation, sales development, and client services.

In 2005, along with two business associates, he co-founded Financial Soundings, LLC and became its Chief Executive Officer. There, he was responsible for all aspects of product development, implementation, client relationship management, sales growth, and company profitability for their innovative employee retirement readiness communication program.

Mr. Miller graduated from Middlebury College with a B.A. degree in Economics.

David M. Rosenberger, Esq., Rosenberger Law Group, PLLC

33 Bloomfield Hills Parkway, Suite 230, Bloomfield Hills, Michigan 48304

248-723-7007 • 007dmr@msn.com

Rosenberger Law Group PLLC is located in Bloomfield Hills, Michigan. Mr. Rosenberger graduated from Harvard Law School and commenced his practice in 1975. Since then, he has specialized in tax law, with an emphasis on employee benefits and the estate planning aspects of retirement plans. One of Mr. Rosenberger's particular specialties is in the use of computer modeling and projections for tax and benefits problems. Mr. Rosenberger holds an undergraduate degree in physics from Princeton University, is a frequent lecturer and contributing author, a charter member of the American College of Employee Benefits and listed for his employee benefits specialty in Best Lawyers in America. Responsible for BENCOR Plan design, IRS requirements and supporting documents, Mr. Rosenberger demonstrates a superior ability to quickly modify plans and obtain IRS approval as regulations change.

Mr. Rosenberger has performed all of BENCOR'S plan design work and has obtained all of the IRS approvals for BENCOR Plans. He has assisted governmental employers throughout the United States with their implementation of BENCOR IRS-approved 401(a) FICA Alternative Plans and BENCOR Special Pay

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Plans. He is retained by BENCOR for ongoing legal support.

- ♦ **Recordkeeping and Administrative Services** – BENCOR Administrative Services (BAS) is a record keeping and administrative firm that specializes in qualified and non-qualified retirement plans. The service team for the PBC's BENCOR plans will be comprised of the following seasoned professionals:

Carol Hayward, Senior Director BENCOR Administrative Services

2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889

chayward@bencor.com

Carol Hayward is BENCOR's Senior Director, Administrative Services. In this role she is responsible for all aspects of the daily support of BENCOR's FICA Alternative and Special Pay Plans, including coordination of all plan participant and plan sponsor support services.

Ms. Hayward has been the Director of Administrative Services for BENCOR Plans and has been directly involved with the administration, design, and IRS qualification of BENCOR Special Pay Plans and BENCOR FICA Alternative Plans for the past 29 years. Previously, she was responsible for the operation and installation of defined contribution plans. She previously served as Controller and HR/Payroll Director of two privately held firms. She has 40+ years of accounting experience, including 32 years directly related to retirement plans.

Kristi Kruse, Director of Plan Management

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 813-667-6170 x146

kristi.kruse@mymidamerica.com

Kristi Kruse, Director of Plan Management, oversees U.S. BENCOR/MidAmerica's Priority Team to provide dedicated support to plan sponsors, and custom solutions for ongoing administration that maximize client and participant satisfaction. Kristi's 17-year career extends across multiple roles, including Plan Implementation, Plan Administration, Contributions, and Client Care. Kristi is highly experienced in assessing client needs to create quality solutions that increase efficiencies and automations to deliver exceptional results.

Heather Teschner, Manager Implementations

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 863-688-4500 x125

heather.teschner@mymidamerica.com

As the Implementation Manager, Heather Teschner works directly with U.S. BENCOR/MidAmerica's Sales Team and plan sponsors throughout the

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

implementation process to understand their unique plan design and create a tailored strategy for the installation of their plans onto our platform. With more than 20 years of experience in the Employee Benefits and Retirement Plan industry, Ms. Teschner is well-versed in all aspects of Plan Implementation, including the creation of customized plan documents and interfacing with payroll departments. She also has extensive knowledge in Quality Control, Plan Administration, Contributions, Employee Development, and Customer and Client Care. With a focus on client satisfaction, Heather ensures flawless coordination and execution of plan implementations, personally overseeing transitions to guarantee exceptional service delivery. Her expertise, attention to detail, and unwavering commitment to excellence ensure that clients receive the highest level of quality and care throughout the implementation process.

Calvis Tompkins, Director of Participant Services

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 813-533-4730

calvis.tompkins@mymidamerica.com

As Director of Participant Services, Mr. Tompkins leads a team of tenured participant support associates who continually go above and beyond to ensure participants receive first-in-class experiences on every call. As a graduate of the University of Central Florida, Calvis brings more than 10 years of contact center and team development experience, leading both large and small centers in various lines of business. Understanding what motivates his teams, from metrics and quality management to analyzing key performance indicators, Calvis has successfully steered Participant Services to several benchmark achievements.

- ♦ **Investment Products** - Fund recommendations and ongoing monitoring of funds will be performed by the following experienced professional.

*Jeff Poling, AIF®, CPFA®, Director of Wealth Advisory Services BENCOR
Administrative Services*

5200 Maryland Way, Suite 310, Brentwood, TN 37027 • 615-515-4427

jpoling@trpcweb.com

Mr. Poling is the Director of Wealth Management for BENCOR Administrative Services. In this role, Mr. Poling is responsible for the fund recommendations for the Plan and the ongoing monitoring and reporting on those funds to the County. Mr. Poling has been an Investment Advisor since 2011, and a Trust Associate for a bank since 2008. He graduated Cumberland University with a bachelor's degree in business and was on academic and athletic scholarship. He is FINRA licensed achieving Series 7, Series 63 and Series 65 licenses. Mr. Poling is also fully licensed in Life, Health, Property, and Casualty Insurance.

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- ♦ **M/WBE Partner** - The M/WBE partner will print all required materials for retirement and education seminars as well as provide such items as pens, folders and signage.

Patrick Benoit, President Printing and Branding Solutions

2240 Palm Beach Lakes Blvd, Suite 400D, West Palm Beach, Florida 33409

561-758-9152 · patrick@printingandbranding.com

Mr. Benoit has 8+ years in state-of-the-art printing, customizing promotional products and fulfillment and packaging. Printing and Branding Solutions is a fully owned minority company geared to providing customers with all of their marketing needs under one roof. They pride themselves on acute attention to detail for each and every customer. Mr. Benoit and his team produce everything from business cards to billboard advertisements so that customers get a consistent look and feel with their marketing materials.

- ♦ **Retirement Education and Planning Services** - Members of this experienced local team will provide daily administrative and educational support to PBC and its employees. U.S. BENCOR/MidAmerica maintains 26 local offices throughout the state of Florida.

Robert Britt Deviney, U.S. BENCOR/MidAmerica Representative

310 W. Atlantic Ave., Suite #8, Delray Beach, Florida 33444 · 561-329-2632

bdeviney@bencorrep.com

Mr. Deviney has been in the financial services industry since 1998 and is committed to helping employees of public schools, plan and invest for retirement. As an authorized U.S. BENCOR/MidAmerica Representative, Mr. Deviney services the BENCOR FICA Alternative Plan and the 401(a) Special Pay Plan participants. He is well versed in FRS, DROP, and Special Pay Plans for Palm Beach County Schools and other county government agencies. In addition to his Series 6 registration, Mr. Deviney also holds Life, Health and Variable Insurance licenses and he is a Registered Representative of PlanMember Securities Corporation*.

Mr. Deviney is a native to West Palm Beach where he attended Forest Hill High School before entering the Army achieving the position of Tank Commander in the 1/33 Armored Cavalry Division. After military service, he graduated from Elon University with a Bachelor of Science degree in Corporate Communications. He also studied mathematics at Cambridge University in England.

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Derrick R. Mims, U.S. BENCOR/MidAmerica Representative

3801 PGA Blvd, Suite 600, Palm Beach Gardens, Florida 33401 · 561-660-2179

dmims@bencorrep.com

Mr. Mims has been an authorized U.S. BENCOR/MidAmerica Representative since 2013. He holds Series 6 and 65 securities licenses, as well as his Florida insurance license. He is a Registered Representative of PlanMember Securities Corporation*. Mr. Mims' financial career is focused on helping public sector employees both plan for retirement and manage their assets after retirement.

With decades of financial experience focused on small business development and management, in addition to years of experience in the mortgage industry, Mr. Mims background has proven invaluable in the ever-changing world of financial services. He believes in taking an active role in educating clients about matters concerning retirement, tax-advantaged investing, and estate planning. His goal is to deliver professional wealth management through personalized service that helps to create value, focus and understanding.

He understands the challenges all Florida employees face and appreciates the opportunity to meet with individuals and discuss their retirement goals. Mr. Mims has a strong commitment to his clients and the community and enjoys developing personalized financial strategies for each individual client.

** Representative is registered with and offers only securities and advisory services through PlanMember Securities Corporation, a registered broker/dealer, investment advisor and member [FINRA/SIPC](#). 6187 Carpinteria Ave, Carpinteria, CA. 93013, (800) 874-6910. BENCOR, Inc. and PlanMember Securities Corporation are independently owned and operated. PlanMember is not responsible or liable for ancillary products or services offered by BENCOR, Inc.*

20. Describe, in detail, the training, background, specialized knowledge and skills your company representatives must possess or attain. What services will these people provide other than the enrollment of participants?

All local U.S. BENCOR/MidAmerica representatives are required to be appropriately licensed. This includes security and insurance licensing. All local representatives are Series 7 and/or Series 6 licensed. Additionally, our representatives are required to have a proper educational background, take continuing educational courses and have significant financial planning experience.

The enrollment of participants in our plan is automatic. Our local representatives are there to provide daily administrative and educational support to PBC and its

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employees. Educational workshops with the purpose of informing the eligible employees/participants about the 401(a) Special Pay Plan will be provided as frequently as desired by the County.

21. How are these company representatives compensated? Please be specific. If commission is paid, does it vary according to the investment options selected? Yes ___ No ☒ If yes, explain.

The compensation of local U.S. BENCOR/MidAmerica representatives is not tied to the sale of certain products or investments. Our representatives do not sell 403(b) or 457 products. We pay a flat amount to cover the cost of U.S. BENCOR/MidAmerica representatives supporting our plans.

22. Do you offer investment educational seminars to future participants? Yes ☒ No ___ If yes, what is the charge for and scope of this service?

U.S. BENCOR/MidAmerica provides person-to-person and online investment educational seminars at no cost.

Onsite Options

Local U.S. BENCOR/MidAmerica Representatives offer the following investment educational seminars to current and future participants:

- One on One Retirement Coaching
- Retirement and Investment Planning
- FRS / DROP
- Social Security
- Qualified Plans vs. Non-Qualified Plans
- Accumulation and Income Planning
- Tax / RMD Planning
- Asset Care / Long-Term Care
- Estate Planning

All of these seminars can be presented in a traditional group setting or can be delivered through on-line webinars.

Online Options

In addition, we provide a Financial Wellness site that serves as an educational resource providing tools and unbiased information to help in the financial wellness journey, enabling participants to learn more about Retirement Planning, Savings for College, Personal Finances, Insurance and Protection, Employee Benefit Health

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Plans and how to navigate Social Security and Medicare when the time comes.

Included within the Financial Wellness Center are a variety of calculators to assist with retirement planning and manage personal finances. Some of the calculators available are Investor Profile and Asset Allocation, Personal Cash Flow Worksheet, Net Worth, Retirement Income, Retirement Savings and Saving for Retirement: Multi-Scenario.

23. Do you offer educational seminars related to the topics of nearing retirement or nearing separation of employment? Yes ☒ No ☐ If yes, what is the charge for and scope of this service?

U.S. BENCOR/MidAmerica provides person-to-person and online educational seminars related to the topics of nearing retirement or separation of service at no cost. The scope of this service can be customized from the options provided in the answer above. BENCOR representatives are available for group meetings, one-on-one sessions and lunch and learn meetings.

24. Explain your online capabilities for both the employer and employee/participant.

Plan Sponsors (Employer)

Plan Sponsors have access to participant, plan and performance information via the Plan Sponsor website which includes:

Plan Reporting Capabilities

♦ **Standard Reporting Capabilities** – Plan Sponsors can choose from the array of standard reports which include:

- Account Activity by Participant
- Balances by Participant
- BENCOR Beneficiary Report
- Contribution and Loan Payment Deposit Timing
- Distribution Report
- Employee Contact Information
- Loan Detail Report
- Next Payment Due Report
- Participant Address and Balance
- Participant address, balance, DOB, DOH, DOT
- Participant Balances by Fund
- Participant Balances by Source and Fund
- Participant Investment Elections

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- Participant SSN, address, balance, DOT
- Plan Balances by Fund
- Plan Contacts Export
- Sponsor Contacts
- Summary of Participant Accounts

Plan Sponsors also may download available information from the website into an Excel spreadsheet that can be customized according to the Plan Sponsor's needs. Additional fields can be added to these standard reports as desired.

- ♦ **Trends and Analysis Information** – The Plan Sponsor Report provides the following information displayed in either chart or graph form:

- Accounts by age
- Accounts by balance
- Loan utilization (if applicable) by age group
- Investment allocation by age group
- Plan balance by fund
- Plan balance by source
- Voice response system usage
- Internet statistics

Plan Administration

- ♦ **Password Maintenance** – Allows users to change their password or hint password anytime.
- ♦ **Administrative Forms** – All are conveniently located on-line, including:
 - Participant loan application
 - Direct rollover election
 - Participant distribution request
 - Participant withdrawal request
- ♦ **Communication Materials** – These include publications that help a Plan Sponsor better understand the rules and requirements of its retirement plan:
 - Technical communications
 - Participant communications
 - Videos

Participant Lookup

We provide the Plan Sponsor with easy access to participant information via the website and also allow a participant's personal account information to be viewed on

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the participant website.

Fund Information

Plan Sponsors may access fund performance information for specified time periods as well as fund prospectuses.

Secure Contribution Processing and Data Submission

Plan Sponsors may submit contribution files and process contribution funding transfers through our secure website.

Employees/Participants

We offer an easy-to-use participant website which allows participants instant access to their information.

To streamline changes to contribution and asset allocations, we:

- Enable participants to initiate a change through our toll-free line, Customer Care Center, or website.
- Complete these changes through our overnight processing cycle.
- Print and mail confirmations to the participant within 24 hours of the request.

Contingent upon requests being received prior to 4:00 p.m. (ET) and the stock exchange operating on a normal schedule, changes are effective the same day. We can accommodate transfers and allocation changes as often as the plan allows and participants need.

There are no fees for making changes to contribution allocations or asset allocations. Participants can also obtain account information, conduct transactions, and plan for retirement. Plus, they have 24-hour access to the following:

Account Information

- ◆ Account balance by fund or source
- ◆ Unit/share values
- ◆ Current interest rate for fixed funds
- ◆ Personalized rate of return
- ◆ Beneficiary information
- ◆ Account maintenance
- ◆ Retirement summary

Account History

- ◆ Fund information and performance

Transactions

- ◆ Loan modeling and initiation
- ◆ Investment allocation changes/rebalancing
- ◆ Fund transfers
- ◆ Enrollment

Retirement Services and Solutions

- ◆ Auto-rebalancing

Retirement Planning and Education

- ◆ Financial Wellness Center

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- ◆ Statement activity
- ◆ Transaction history
- ◆ Loan activity
- ◆ e-statements
- ◆ e-investment materials
- ◆ Full integration with recordkeeping system
- ◆ Graphical representation of information
- ◆ Asset allocation and contribution modeling

25. How many of your clients have been audited by the IRS/DOL in the past twelve (12) months? What was the key issue(s) examined in the audit? What was the result of those audits? (%pass/fail)?

We are not aware of any IRS/DOL audits in the past 12 months. However, our plans have been examined and/or audited by the IRS/DOL, various state agencies and private firms. Our plans have always been found to be in full compliance with all applicable regulations.

26. What administrative responsibilities, if any, would PBC have under the 401(a) Special Pay Plan?

We will work with the County's payroll department to ensure that all eligible employees are included, and ineligible employees excluded. Eligible employees are automatically enrolled in the BENCOR plan.

U.S. BENCOR/MidAmerica will work with PBC to update the communication and education programs specifically designed to meet the needs of the County and its employees.

Local U.S. BENCOR/MidAmerica representatives will conduct retirement and educational seminars for your employees.

BENCOR requires employer confirmation of an individual's separation from employment prior to making termination distributions. We will work with you to streamline this process.

27. Does your firm participate in any revenue sharing arrangements with any outside ThirdParty Administrator? Yes _____ No ☒

28. If yes, are all revenue sharing arrangements disclosed to clients and provide all detailson any/all revenue sharing arrangements? N/A

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29. What are the total assets under management? Complete the following table:

Type of Program	2020	2021	2022
Employer Sponsored Defined Contributions			
FICA Alternative Plans	810,608,504	850,488,180	881,577,035
Special Pay Plans	1,174,311,533	1,242,260,333	1,265,737,275
Other	779,904,614	845,698,533	917,657,372

30. What are your organization's target goals for the following metrics:

Member Service	Target Goal	2022 Actual Performance	2023 YTD Performance
Average Speed of Answer	30 seconds	45 seconds	1 minute 3 seconds
Average Length of Call	6 minutes 30 seconds	7 minutes 15 seconds	6 minutes 59 seconds
First Call Resolution Rate	89%	91%	86%
Call Abandonment Rate	Less than 2%	1.5%	2.8%

31. How many verbal and written complaints were received per 1,000 members during 2021, 2022 and YTD 2023?

Year	Number per 1,000
2021	<0.1 per 1000
2022	<0.1 per 1000
YTD 2023	<0.1 per 1000

32. How do you track verbal and written complaints received by your organization?

Verbal and written complaints received by our organization are tracked through a proprietary CRM and workflow system (I-Task) that integrates with our client communication network comprised of email/fax and phone and contains various triggers and flags that indicate if a client interaction would be deemed a complaint. All complaints are resolved by the Participant Services Manager.

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- 33. Are you able to report the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and PBC members specifically? Yes ☒ No ☐**

- 34. What percentage of the tracked, verbal, and/or written complaints were received related participants' complaints regarding delay in disbursement of funds?**

Of the less than 0.1 per 1,000 participants tracked, verbal, and/or written complaints received, approximately 75% were related to the timing of disbursements for distribution and rollover requests.

- 35. Do you require a minimum or maximum contribution for investment option? Do you require a minimum allocation per investment option?**

No. We do not require a minimum or maximum contribution for any investment option, nor do we require a minimum allocation per investment option.

- 36. How long would the terms of your contract involving investment products be guaranteed? Under what condition(s) may the contract be changed or terminated by your company?**

U.S. BENCOR/MidAmerica guarantees the terms of its contract with Palm Beach County Board of County Commissioners for the duration of the three-year contract. Individual investment options may be changed according to their terms. If an investment option materially changes their terms, we will notify PBC and will make suitable recommendations based on the specific circumstances of those changes. Unlike other providers that have termination restrictions on their stable value contracts limiting PBC to moving assets over a period of years (no market value adjustment or put provision termination option), our open-architecture system has the flexibility to ensure we are bringing PBC and your employees the investment options that best meet the objectives of your plan while maintaining the ability to move should PBC want to make changes in the future. The Lincoln product provides both a distribution over time and an immediate MVA termination option.

No changes or terminations may be made by U.S. BENCOR/MidAmerica that are inconsistent with the existing contract termination provisions.

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37. Describe how participants can change their investment options for both existing balances and future contributions.

Participants have the flexibility and control to change investment options online in a variety of manners to best meet their individual needs.

- Participants may choose the percentage of each future contribution to be deposited in selected investment option(s).
- Participants may transfer existing balances among selected investment options as:
 - Percentage of current option(s) to percentage of new option(s),
 - Dollar amount of current option(s) to dollar amount of new option(s),
 - Dollar amount of current option(s) to percentage of new option(s).
- Participants may rebalance existing account balances as follows:
 - Recurring at a fixed interval to match future investment election percentages,
 - On demand to match future investment election percentages,
 - On demand to match specified target percentages.

38. Does your contract allow for partial withdrawals? Is there a minimum amount that must be withdrawn?

Yes, we allow for partial withdrawals. There is no minimum amount that must be withdrawn.

39. How many business days does it take to process employees/participants withdrawal requests?

Distributions are typically processed within one business day but are guaranteed to be processed within three to five business days of receipt of requests in good order and satisfaction of applicable plan provisions.

40. How many days does it take for the Plan employees/participants to receive actual funds in hand?

It varies depending on the method of disbursement selected by the participant. Checks and direct deposits (ACH's) are issued within 3 – 5 days of receipt in good order of approved requests. The direct deposit option is typically available to the participant the morning following the ACH request from Charles Schwab. Checks are mailed via the U.S. Postal Service and can take several days to arrive. Participants

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may choose to have checks delivered via FedEx for a fee.

41. What steps need to be taken prior to an employees/participants withdrawal being processed? Explain your process.

Prior to the withdrawal being processed, the following steps are required:

- Participant submits an online distribution request. Instructions are provided within the Effortless Distribution Guide.
- Employer receives notification of pending request.
- Employer approves distribution request.

42. Your company agrees that all names and information concerning eligible employees/participants will be used only for purposes of administering the Plan. Yes ☒ No ☐

43. Your company agrees that the use of names for soliciting for other than the contracted and requested program purposes will not be allowed. Yes ☒ No ☐

44. Describe your recordkeeping system. Does it maintain a split of principal and earnings on all contributions?

All core recordkeeping and administrative services are performed by BENCOR Administrative Systems. All hardware and software are solely dedicated to Defined Contribution and Defined Benefit plan administration. The chart below describes the software and hardware platforms used for our recordkeeping system.

For principal and interest – all contributions and investment gains are maintained on the record keeping system along with all distributions.

	Participant Website	Recordkeeping System	Plan Sponsor Website
Hardware Platform	Virtualized Machine 9 Gigs RAM Multi Core – Multi CPU	Dell PowerEdge 8+ Gigs RAM Multi Core – Multi CPU	Virtualized Machine 9 Gigs RAM Multi Core – Multi CPU
Backend Database	Oracle	Oracle	Oracle

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Operating System, Version, Release Date	Windows 2012 R2	Windows 2012 R2	Windows 2012 R2
Client/Server and Tiers	3-Tier Web Server Application Server Database Server	2-Tier Database Server	3-Tier Web Server Application Server Database Server
TCP/IP Compliant	Yes	Yes	Yes
User Interface	Web Based	Application Based	Web Based
Who Developed	Relius	Relius	Relius
Year Upgraded	Ongoing	Ongoing	Ongoing
Maintains Software	FIS Relius	FIS Relius	FIS Relius
Program Language	.Net	.Net	.Net

45. Fully enunciate your firms Cybersecurity systems/protocols and include any guarantee and correction policy if your systems are defeated.

Security systems are in place to monitor and alert us to possible suspicious events. If a threat occurs and it is determined that a breach ensued, we immediately launch a full investigation. If it is determined that identity theft transpired due to a BENCOR Administrative Services error, we may provide up to two years of credit and identity theft monitoring for the participant. A preventable solution is then established to ensure no further issues.

Against the backdrop of heightened cyber-security threats, our company stays on top of these challenges in a number of ways. We have structured controls in place to ensure an ongoing oversight process.

At the Corporate Level

Employees at companies and municipalities alike are frequently exposed to sophisticated social engineering attacks. In an effort to stay on top of those potential threats, U.S. BENCOR/MidAmerica and its parent company U.S. Retirement and Benefits Partners, has implemented a Social Media Policy along with a mandatory Security Awareness Training Program. Each employee is required to read and sign the company's Social Media Policy. *Please see a copy of our corporate Social Media Policy at the end of this Section.*

The Security Awareness Training Program requires each employee to complete an online training course which provides a comprehensive 'new school' approach that integrates baseline testing using mock attacks, interactive web-based training, and a simulated phishing platform. A continuous assessment is provided through

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simulated phishing, vishing and smishing attacks to build a more resilient and secure organization.

At the Recordkeeping Level

We cooperate with other companies in our industry (brokers, record-keepers, trade organizations) to share data on known threats and new detection techniques. We share data in threat registries which we incorporate into our own fraud detection algorithms.

46. If a participant's sign on credentials are stolen, what steps do you employ to ensure that their account will not be compromised?

We believe the best way to prevent credentials being stolen is to have a robust security system in place. Our participant website requires participants to create and enter a unique username and a strong password to obtain secure access to their account.

The Plan Sponsor sends census information electronically, which is pre-established on our system. When a participant logs in for the first time, they use a multi-factor default User-ID/password combination. The participant establishes their new username/password and security questions, establishes beneficiaries, and chooses investment elections.

- All physical equipment at the data center is secured behind four (4) different security protocols (key card, keypad access code, biometric and combination lock). All inter-office connectivity to the data center is via encrypted VPN tunnels. No breaches have occurred.
- Enforce multi-factor authorization (MFA) at all login levels with options for email or text One-Time-PIN delivery, or Google Authenticator RSA authentication.
- Enforce password complexity rules for participants establishing new/updated credentials.
- Do not allow participants to establish their own account. All participant accounts must be pre-established by a census upload from the County, and then participants can establish credentials to their account using their SSN/DOB/Zip.
- Enforce a session inactivity timeout.
- Enforce three strikes failed login policy to lock accounts.
- For on-line distribution transaction requests, we require the participant pass an on-line LexisNexis identity verification quiz, and upload identity verification documents before processing the request.
- For on-line or paper distribution transaction requests that elect an ACH disbursement method, we perform an automated account verification on the bank

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- account provided by the participant.
- For telephone support requests that involve any type of change request to the account, we require the participant pass a LexisNexis identity verification quiz, or upload identity verification documents.
 - For telephone support, we maintain a registry of Fraud Alerts at the participant level. These alerts can be requested by a participant who has experienced fraudulent activity even outside of their retirement account or can be automatically added to participants from internally detected fraudulent activity. Fraud alerts added by a participant request can only be cleared by the participant. In addition to support purposes, individual fraud alerts are also used for an enhanced level of fraud detection for those marked participants.
 - We have hourly and daily fraud detection algorithms that look for a variety of possibly fraudulent activities and alert a Fraud Review Team to review alerts throughout the day.
 - We maintain known fraudulent activity registries of emails, phone numbers and bank accounts that feed our fraud detection algorithms. The data for these registries is collected from past fraudulent activity, and from sharing threat data with industry sources.
 - Communication with Employers involving any type of participant Personal Identifiable Information (PII) is performed via a secure, encrypted Sharefile method (not email).

In the unlikely event that a participant reports the theft of his or her logon credentials, the account is immediately frozen and website access is disabled. We work with the participant to verify identify and re-establish secure account access.

47. Describe your system's ability to accept and generate electronic data.

All data can be submitted to U.S. BENCOR/MidAmerica electronically and any data requested from U.S. BENCOR/MidAmerica can also be generated electronically.

Account Setup

Eligible employees are automatically enrolled in the 401(a) Special Pay Plan. Participant accounts are established within one business day of the County's electronic submission of indicative data.

Contributions

Contributions are posted to participants' accounts on the date received provided that all data is received in good order. We have a proven system that will work efficiently and effectively with the County's current payroll function.

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To provide timely and accurate processing for plan contributions, BENCOR Administrative Services (BAS) will work with PBC to utilize the following efficient and well-defined process:

- The County submits remittance details electronically to BENCOR.
- BENCOR downloads information from PBC's electronic file for automatic reconciliation and processing.
- The County is notified with confirmation of the total amount needed to fund the remittance.
- The County may send checks or wire funds directly to the Plan Custodian through a federal wire or ACH transfer. Alternatively, PBC may authorize BAS to access a specific bank account and withdraw the remittance amount automatically via "ACH Pull."

Reconciliation Process

BENCOR Administrative Services confirms the total dollars included on your electronic file and then verifies that the corresponding deposit matches the file submitted.

Our system interfaces daily with the custodian in order to reconcile deposits, distributions, fund transfers and participants' account balances. The daily reconciliation procedure is as follows:

- Redemptions and purchases ("buying and selling") of investment funds resulting from additional deposits, distributions to participants and investment transfers are entered into our recordkeeping system.
- System reports are compared to daily custodian receipts.
- Confirmed redemptions and purchases are processed and sent to Charles Schwab daily, on a fund level, via an electronic feed.
- Charles Schwab confirms dollar amounts processed daily by fund. The amounts confirmed are verified with the information on our recordkeeping system.
- On a daily basis, cumulative client balances by fund are reconciled with the custodian cumulative fund balances.
- Redemptions and purchases for all daily transactions occur overnight through our recordkeeping system using the unit/share values from the close of business that day.

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48. Is the basic recordkeeping system proprietary or purchased? (If purchased, specify vendor).

Our recordkeeping software, FIS Relius, was purchased and installed locally. BENCOR Administrative Services has owned and managed its recordkeeping system for more than 28 years.

49. Describe your participant communications, including confirmation of investment changes, and periodic account activity reports.

We are committed to providing effective participant communications. Comprehensive, attractive participant communication materials are provided to new participants in the Plan and to existing participants on an ongoing basis at no additional cost. These materials are continuously updated to reflect changes in plan adoption criteria, legislation, IRC Section 415(c) annual limitations, investment products and investment rates of return.

We developed a series of participant communication tools available to participants in the Special Pay Plan. In order to increase employee understanding and appreciation for their plans, U.S. BENCOR/MidAmerica has created the following communication tools which are customized for each plan sponsor.

Employee Welcome Kits

Welcome Letter

This personalized Welcome Letter is specific to the plans for which participants are eligible. The customized Welcome Letter provides a brief overview of the benefits of participating in the Plan.

Frequently Asked Questions (FAQ)

The FAQ provides information on the plan and outlines frequently asked questions to give employees a clearer understanding of the plan in which they have been enrolled. The FAQ also serves as a means of emphasizing the benefit of the program provided by the employer.

Easy Access Flyer

The Easy Access Flyer provides step-by-step instructions for creating your online account. The plan website is the first step for participants to manage their accounts. The website allows a participant to sign into their account, find information about the plan benefits, and learn more about saving for the future.

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Effortless Online Distribution Guide

This one-page guide was designed to assist participants in using the online distribution process.

Employee Videos

We created an ADA-compliant video designed to enhance employee understanding of the Special Pay Plan. The plan video is 3 – 4 minutes long and is available to post to your intranet website. It provides a brief tutorial on the features of the program and how it can be used as a powerful tool in the employee's preparation for retirement. The video resides on our website at bencorplans.com under the Resources tab: [BENCOR Special Pay Plan Video](#).

Financial Wellness Center

Our website provides an entire library of financial wellness material to help employees understand all factors influencing their retirement decisions. These materials are educationally focused and do not sell any product. The Financial Wellness program can be viewed through our website or can be loaded to the County's intranet site as a private-label solution providing an additional educational tool available to your employees.

Participant Statements

We provide customized Participant Statements. The County has the ability to add personalized messages to the statements.

All of the materials outlined here can be delivered proactively to employees through a coordinated communication program or can reside on our website and your intranet site for ease of employee access.

Confirmations

Confirmations are printed and mailed to the participant within 24 hours of the request.

Periodic Account Activity Reports

Participants can get account information, conduct transactions and plan for retirement on our easy-to-use participant website. Plus, they have 24-hour access to the following:

Account Information

- ◆ Account balance by fund or source
- ◆ Unit/share values
- ◆ Current interest rate for fixed funds
- ◆ Personalized rate of return

Transactions

- ◆ Loan modeling and initiation
- ◆ Investment allocation changes/rebalancing
- ◆ Fund transfers
- ◆ Enrollment

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- ◆ Beneficiary information
- ◆ Account maintenance
- ◆ Retirement summary

Account History

- ◆ Fund information and performance
- ◆ Statement activity
- ◆ Transaction history
- ◆ Loan activity
- ◆ e-statements
- ◆ e-investment materials

Retirement Services and Solutions

- ◆ Auto-rebalancing

Retirement Planning and Education

- ◆ Financial Wellness Center
- ◆ Welcome to Special Pay Plan Video
- ◆ Full integration with recordkeeping system
- ◆ Graphical representation of information
- ◆ Asset allocation and contribution modeling

50. What are the costs to the employee/participant for enrollment and/or participation into the 401(a) Special Pay Plan? How do you calculate cost to the employee/participant?

Our experience and exclusive focus on the Special Pay and FICA Alternative plan market allows us to provide services for our Special Pay Plan at no cost to participants.

51. What are the costs to the employer, PBC, for participation in the 401(a) Special Pay Plan? How do you calculate cost to the employer, PBC?

U.S. BENCOR/MidAmerica provides the 401(a) Special Pay Plan at no cost to the County.

52. What are the Administrative Costs/Fees for the 401(a) Special Pay Plan?

There are no administrative costs for the 401(a) Special Pay Plan.

53. Will you mail or email individual participant statements directly to participants? Yes ☒ No ☐ If yes, how often? If no, how do you communicate account balance investment activity information and cost to participants?

Given the changing environment of custom communication materials, U.S. BENCOR/MidAmerica provides all participants with access to statements-on-demand. Participants may create a customized statement through the bencorplans.com website at any time and for any time period they would like. This allows participants greater control over their money and investment options.

Standard participant statements are available for hard copy delivery, online or via email communications, whichever is the participant's preferred method. Special Pay

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Plan statements showing account activity, ending balance and personal performance are generated automatically after the close of each calendar quarter. FICA Alternative Plan Statements are generated annually.

- 54. Can you provide the employee/participants' cost on the front page of any investment/communication pieces that explains what the employee/participant is paying to be a part of a specific fund? Yes ☒ No ☐**

Each investment option is accompanied by a fund fact sheet which includes fund performance, fund objectives and expenses associated with the fund.

- 55. What is your minimum guarantee annual interest rate for your fixed account?**

The Guaranteed Minimum Interest Rate (GMIR) on the proposed Lincoln Stable Value Account product is 1.50%. However, for Palm Beach County we will provide a minimum crediting rate to all participants of 3.50% through 12/31/2023. For the duration of the three-year contract the minimum crediting rate will be no less than 3.00%. The crediting rate declared is the net rate credited to each participant's account, based on a daily crediting at 1/365 of the annual rate.

- 56. How is the minimum interest rate calculated?**

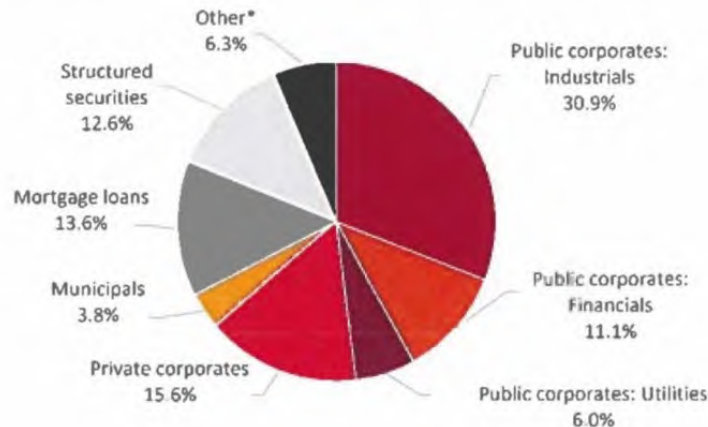
The guaranteed minimum interest rate is determined at the inception of the Lincoln contract and locked in for the life of the contract at 1.50% net. This lifetime floor rate compares favorably to others who offer a minimum interest rate that is calculated annually and thus could reset lower overtime.

- 57. Please disclose the portfolio composition of the fixed account and include the ratings for the guarantor of the account.**

Lincoln Stable Value Accounts are invested in a broadly diversified portfolio of predominantly fixed income instruments. The primary objective is to maximize investment income while maintaining preservation of capital.

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

The Lincoln National Life Insurance Company profile of total invested assets as of March 31, 2023:



The Lincoln National Life Insurance Company has the following credit ratings:

A+ (Very Strong)	A1 (Good)	A+ (Strong)	A (Excellent)
Standard & Poor's (5th highest of 21)	Moody's (5th highest of 21)	Fitch (5th highest of 19)	A.M. Best (3 rd highest of 16)

58. What effective duration is the fixed account managed to and the composite credit rating?

The duration of the portfolio managed to support the stable value liabilities targets a 4-to-5-year duration. The average credit quality of the stable value segment targets an "A" credit rating.

59. Do you provide the market to book ratio for the fixed account? If not, will you calculate it for this contract?

Yes, on a quarterly basis we provide high-level portfolio statistics (duration, credit quality, market to book, etc.). We also provide full access to our multi-manager investment team to discuss as needed. Additionally, we can also provide this data for the individual experience of this contract.

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

60. Specify the number of investment options you will offer under the Plan:

Investment Options	Number of Investments Options
Fixed Guaranteed Options	1
Equity Indexed Annuity	
Variable Account Options	
Mutual Funds	24
Other	
Other	
Other	

Our fund offering is based on our open-architecture platform through Charles Schwab, which enables us to choose funds from more than 20,000 investment options. Should PBC want to expand, eliminate, or replace any of the fund offerings, we will work with PBC to create a lineup suitable to the County's objectives. Also note that 11 of the mutual funds offered are Target Date Funds of various durations from American Funds.

61. Describe your implementation process if you are the Awardee including significant deliverables, project manager and timelines for an implementation date of September 2023.

The implementation process uses the following steps:

1. Plan Design Checklist – We will schedule a call with the County to discuss and guide you on the plan design considerations for the Plan going forward. This includes defining eligibility, contribution sources, and key contacts for plan decisions going forward.
2. Plan Document Generation – From the Checklist, U.S. BENCOR/MidAmerica will deliver signature-ready documents for the County's review. This will include the Adoption Agreement, Plan Document, and any applicable Insurance Annuity Contracts.
3. Payroll Department Interface – After receiving the signed documents, we will schedule a conference call with your designated payroll contacts to review the data file submission and funds transfer for contributions into the Plan. We have a very simple data file format which is submitted only when participants are having

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

contributions submitted on their behalf. BENCOR verifies the submission and funds are submitted typically through ACH. Unlike defined contribution plan implementations, there is no participant enrollment which significantly simplifies the data submission process for our plans.

4. **Participant Counseling Sessions** – BENCOR will schedule ongoing participant education sessions for those participants retiring from the county. These sessions will be conducted by our local Representatives and will be customized to the specific Plan Design considerations of the County's Plan.

The project managers overseeing the implementation of the County's 401(a) Special Pay Plan will be Kurt Miller, Carol Hayward and Heather Teschner.

The implementation timeline is as follows (also included under the Tab labeled 'Project Approach':



62. In the event of a termination of the contract or non-renewal of the contract, describe the process in detail and total cost associated with a transfer or non-renewal of the contract to COUNTY and to exiting plan participants. Include details of what would happen to participants' portfolios, plan investments and all other details related to the plan.

There are no fees or costs associated with the transfer or non-renewal of the contract. Plan participants always transact at book value regardless of market conditions. The contract provides for two termination options:

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

1. Immediate lump sum payment which guarantees payment of no less than principal plus interest at 1.50%, or
2. Book Value installment option which provides for principal plus interest to be paid out overtime. The Lincoln stable value fund trades electronically via the NSCC and can be kept as an investment option in the event of a change in recordkeeper/service provider.

63. List three of your largest active defined contribution plans, their inception dates, annual cash flow, total assets managed and total number of eligible employees and participants. Provide a brief description of the types of services provided.

Client Name	Inception Date	Annual Cash Flow	Total Assets Managed	Total Number of Eligible Employees	Services Provided
Client 1	2005	\$12 Million	\$128 million	3,000	Full TPA / Recordkeeping
Client 2	2000	\$7 million	\$55 million	1,000	Full TPA / Recordkeeping
Client 3	2000	\$6 million	\$57 million	600	Full TPA / Recordkeeping

64. Complete the following chart for each investment option offered:

Fund Name	Fund Ticker	Fund Objectives	Date 1st Offered	Assets as of December 31, 2022 (in millions \$)
Fidelity® Large Cap Growth Idx	FSPGX	Growth	6/7/2016	12,939
Fidelity® 500 Index	FXAIX	Growth and Income	5/4/2011	388,629
Vanguard 500 Index Admiral	VFIAX	Growth	11/13/2000	285,982
Vanguard Equity-Income Adm	VEIRX	Equity-Income	8/13/2001	53,355
Janus Henderson Enterprise I	JMGRX	Growth	7/6/2009	18,103
Allspring Special Mid Cap Value Inst	WFMIX	Growth	4/8/2005	11,752
Janus Henderson Triton S	JGMIX	Growth	7/6/2009	7,027
American Beacon Small Cp Val Adv	AASSX	Small Company	5/1/2003	4,314
Vanguard International Growth Adm	VWILX	Foreign Stock	8/13/2001	45,246
American Funds American Balanced R6	RLBGX	Balanced	5/1/2009	197,349
MFS Aggressive Growth Allocation R6	AGGPX	Aggressive Growth	9/30/2021	2,476

APPENDIX A QUESTIONNAIRE RFP NO. 23-084/MD

Dodge & Cox Income I	DODIX	Income	1/3/1989	62,334
PGIM High Yield R6	PHYQX	Corporate Bond - High Yield	10/31/2011	18,017
American Funds 2010 Trgt Date Retire R4	RDATX	Asset Allocation	2/1/2007	4,030
American Funds 2015 Trgt Date Retire R4	RDBTX	Asset Allocation	2/1/2007	5,168
American Funds 2020 Trgt Date Retire R4	RDCTX	Asset Allocation	2/1/2007	16,327
American Funds 2025 Trgt Date Retire R4	RDDTX	Asset Allocation	2/1/2007	31,651
American Funds 2030 Trgt Date Retire R4	RDETX	Asset Allocation	2/1/2007	40,225
American Funds 2035 Trgt Date Retire R4	RDFTX	Asset Allocation	2/1/2007	35,872
American Funds 2040 Trgt Date Retire R4	RDGTX	Asset Allocation	2/1/2007	31,880
American Funds 2045 Trgt Date Retire R4	RDHTX	Asset Allocation	2/1/2007	25,893
American Funds 2050 Trgt Date Retire R4	RDITX	Asset Allocation	2/1/2007	22,731
American Funds 2055 Trgt Date Retire R4	RDJTX	Asset Allocation	2/1/2010	14,941
American Funds 2060 Trgt Date Retire R4	RDKTX	Asset Allocation	3/27/2015	8,095
Lincoln Stable Value Fund	--	--	--	--

65. List two of your largest FICA Alternative and/or Special Pay Plan clients, their inception dates, annual cash flow, total assets managed and total number of eligible employees and participants. Provide a brief description of the types of services provided.

Client Name	Inception Date	Annual Cash Flow	Total Assets Managed	Total Number of Eligible Employees	Services Provided
The School Board of Palm Beach County	1/1/1996	\$762,680	\$122,963,000	32,779	401(a), 403(b) & 457(b) Special Pay and 401(a) FICA Alternative
The School Board of Miami-Dade County	7/1/2002	\$1,776,410	\$122,860,000	7,967	401(a) & 403(b) Special Pay and 401(a) FICA Alternative

**APPENDIX A
QUESTIONNAIRE
RFP NO. 23-084/MD**

66. Confirm your organization can administer all current benefits as outlined in Section 3 Proposal Requirements and Section 4 Scope of Work/Services? Yes ☒ No ☐

67. Provide any deviations to covered services, limitations/exclusions and system limitations. Failure to disclose deviations that contribute to additional cost may result in the Awardee being financially liable for the additional cost.

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000).

There is a growing awareness of the need to address the health care needs of the ageing population. The Department of Health (2000) has set out a strategy for the future of health care for older people. The strategy is based on the following principles:

- To ensure that older people have access to the services they need to live as well as possible.
- To ensure that older people are treated as individuals and not as a homogeneous group.
- To ensure that older people are treated with respect and dignity.

The strategy also sets out a number of key objectives for the future of health care for older people.

- To improve the quality of life of older people.
- To reduce the inequalities in health care for older people.
- To ensure that older people are treated as equal citizens.

The strategy also sets out a number of key actions for the future of health care for older people.

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FLORIDA CLIENT LIST

RFP NO. 23-084/MD

Alachua County School District
Baker County School District
Bay County School District
Bay County Sheriff's Office
Bradford County School District
Brevard County School District
Broward College
Broward County School District
Calhoun County School District
Calhoun County Sheriff's Office
Charlotte County Public Schools
Chipola College
Citrus County School District
City of Dania Beach
City of Fort Myers
City of Port St. Lucie
Clay County School District
College of Central Florida
Collier County School District
Columbia County School District
Daytona Beach
Daytona State College
Desoto County School District
Dixie County School District
Duval County Public Schools
Eastern Florida State College
Escambia County School District
Flagler County School District
Florida Gateway College
Florida International University
Florida Keys Aqueduct Authority
Florida Keys Community College
Florida Southwestern State College
Florida State College at Jacksonville
Florida State University
Florida Virtual Schools
Franklin County School District
Gadsden County Schools
Gilchrist County School District
Glades County School District
Gulf Coast State College
Gulf County School Board
Hamilton County School District

FLORIDA CLIENT LIST

RFP NO. 23-084/MD

Hardee County School District
Hendry County School District
Hernando County School District
Highlands County School Board
Hillsborough Community College
Hillsborough County Public Schools
Holmes District School Board
Indian River County School District
Jackson County School District
Lafayette District Schools
Lake County School District
Lake-Sumter State College
Lee County
Lee County Board of County Commissioners
Lee County School District
Leon County School District
Levy County School District
Levy County Sheriff's Department
Liberty County School Board
Madison County School District
Madison County Tax Collector
Manatee County Government
Manatee County School District
Manatee County Sheriff's Office
Marion County School District
Martin County School District
Miami-Dade College
Miami-Dade County Public Schools
Monroe County School District
Nassau County School District
New College of Florida
North Florida College
Northwest Florida State College
Okeechobee County School District
Orange County School District
Osceola County School District
Palm Beach County School District
Palm Beach State College
Pasco County Schools
Pasco-Hernando State College
Pensacola State College
Pinellas County School District
Pinellas County Sheriff's Office

FLORIDA CLIENT LIST

RFP NO. 23-084/MD

Polk County School District
Polk State College
Putnam County School District
Santa Fe College
Santa Rosa County School District
Sarasota County School District
School Board of Okaloosa County
Seminole County School District
Seminole State College of Florida
South Florida State College
St. Johns County School District
St. Johns River State College
St. Lucie County School District
State College of Florida
Sumter County Board of County Commissioners
Sumter County School District
Sumter County Tax Collector
Suwannee County School District
Tallahassee Community College
Taylor County School District
The Villages
Union County School District
University of North Florida
University of West Florida
Village of Wellington
Volusia County School District
Wakulla County School District
Wakulla County Sheriff's Office
Walton County School District
Washington County School District

State of Florida

Department of State

I certify from the records of this office that BENCOR, INC. is a corporation organized under the laws of the State of Florida, filed on March 25, 1999.

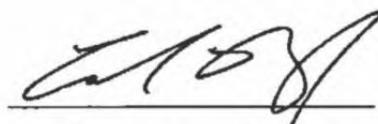
The document number of this corporation is P99000027741.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of May, 2023*




Secretary of State

Tracking Number: 6581953911CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Standardized Pre-Approved Profit Sharing Plan
FFN: 317D2290001-001 Case: 201900029 EIN: 61-1245456
Letter Serial No: Q702325a
Date of Submission: 12/31/2018

BENCOR INC
1 SARASOTA TOWER SUITE 602
2 NORTH TAMIAMI TRAIL
SARASOTA, FL 34236

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:

- . A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
- . An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:

- . If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
- . If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions that are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- . the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

BENCOR INC
FFN: 317D2290001-001
Page: 3

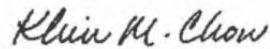
You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

A handwritten signature in black ink that reads "Khin M. Chow". The signature is written in a cursive, flowing style.

Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

Social Media Policy

At U.S. Retirement & Benefits Partners, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Employees are not authorized to and, therefore, may not speak on behalf of U.S. Retirement & Benefits Partners and its Partner Firms through social media or otherwise. Employees may not publicly discuss clients, investment strategies or recommendations, investment performance, other products or services offered by our Firm (or affiliates, if applicable), employees or any work-related matters, whether confidential or not, outside company-authorized communications. Employees are required to protect the privacy of U.S. Retirement & Benefits Partners, its Partner Firms, and its clients. Employees are prohibited from disclosing personal employee and non-employee information and any other proprietary and non-public information to which employees have access. Such information includes but is not limited to customer information, trade secrets, financial information and strategic business plans.

This policy applies to all associates who work for U.S. Retirement & Benefits Partners or one of its Partner Firms in the United States.

Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with U.S. Retirement & Benefits Partners, as well as any other form of electronic communication.

The same principles and guidelines found in U.S. Retirement & Benefits Partners policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of U.S. Retirement & Benefits Partners legitimate business interests may result in disciplinary action up to and including termination.

Post only appropriate content

- Maintain the confidentiality of U.S. Retirement & Benefits Partners trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a U.S. Retirement & Benefits Partners website without identifying yourself as a U.S. Retirement & Benefits Partners associate.

- Express only your personal opinions. Never represent yourself as a spokesperson for U.S. Retirement & Benefits Partners. If U.S. Retirement & Benefits Partners is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of U.S. Retirement & Benefits Partners, fellow associates, members, customers, suppliers or people working on behalf of U.S. Retirement & Benefits Partners. If you do publish a blog or post online related to the work you do, or subjects associated with U.S. Retirement & Benefits Partners, make it clear that you are not speaking on behalf of U.S. Retirement & Benefits Partners. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of U.S. Retirement & Benefits Partners."

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use U.S. Retirement & Benefits Partners email addresses to register on social networks, blogs or other online tools utilized for personal use.

Employees should take note that their social media and networking use will be monitored.

There should be no expectation of privacy in the use of the Firm's Internet, e-mails, any use of blogs, instant messages, company-owned cellular phones, and text messages on company-owned equipment under this policy. Every message leaves an electronic trail that's both traceable to a specific individual and accessible by U.S. Retirement & Benefits Partners even if it is deleted.

Blogging or other forms of social media or technology include but are not limited to: video or wiki postings, sites such as LinkedIn, Facebook and Twitter, chat rooms, pod casts, virtual worlds, personal blogs, microblogs or other similar forms of online journals, diaries or personal newsletters.

Text Messaging Policy

Text messaging is not approved for advisory business use. Please be sure to respond to any client associated text messages through our firm's approved e-mail or contact the client directly by telephone.

Internet Monitoring

Employees are cautioned that they should have no expectation of privacy while using company equipment or facilities for any purpose, including authorized blogging. Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including U.S. Retirement & Benefits Partners reserves the right to monitor comments or discussions about the company, its employees, clients and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. U.S. Retirement & Benefits Partners uses blog-search tools and software, and/or may engage outside service providers to periodically monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

Personal Blogs and Social Networking Sites

Bloggers and commenters are personally responsible for their commentary on blogs and social media sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just U.S. Retirement and Benefits Partners. It is U.S. Retirement and Benefits Partners policy that no employee may use employer-owned equipment, including computers, company-licensed software, or other electronic equipment, nor facilities or company time, to conduct personal blogging or social networking activities. Employees cannot use blogs or social media sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with U.S. Retirement and Benefits Partners. Employees cannot post on personal blogs or other sites the name, trademark or logo of U.S. Retirement and Benefits Partners or any business with a connection to U.S. Retirement and Benefits Partners. Employees cannot post company-privileged information, including copyrighted or trademarked information or company-issued documents. Employees cannot post on personal blogs or social networking sites photographs of other employees, clients, vendors, or suppliers, nor can employees post photographs of persons engaged in company business or at company events.

Employees cannot post on personal blogs and social media sites any advertisements or photographs of company products, nor sell company products and services. Employees cannot link from a personal blog or social networking site to U.S. Retirement and Benefits Partners internal or external website.

Retaliation is prohibited

U.S. Retirement & Benefits Partners prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Associates should not speak to the media on U.S. Retirement & Benefits Partners behalf without contacting Allison Cavalieri, Marketing Director. All company marketing material to be used on social media must comply with company guidelines and be approved by the National Office.

Receipt of Social Media Policy

I have read, and I understand the Company's Social Media Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999).

There is a growing awareness of the need to address the needs of people with mental health problems, and the importance of the role of the community. The Department of Health (1999) has identified the need to develop a new approach to mental health care, one that is based on the principles of recovery, empowerment, and self-help. This approach is based on the idea that people with mental health problems can lead a full and meaningful life, and that they should be given the opportunity to do so. The Department of Health (1999) has identified the need to develop a new approach to mental health care, one that is based on the principles of recovery, empowerment, and self-help.

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REFERENCES

RFP NO. 23-084/MD

Dates of Service: July 1, 1999, to present.

Contact Name: Dr. Dildra Martin-Ogburn, Ph.D.
Director, Benefits & Employment Services
Contact Address: 7770 W. Oakland Park Blvd., Sunrise, FL. 33351
Contact Phone: 754-321-3100
Contact Fax: 754-321-3280
Contact e-mail Address: dildra.ogburn@browardschools.com

Scope of Work: Also provide 401(a) FICA Alternative Plan (24,084 Employees Enrolled with \$37,399,519.00 in Contract).

3. Miami-Dade County Public Schools

Number of Employees: 54,861
Number of Employees Enrolled: 2,768
Dollar Amount of Contracts: \$61,231,960.00 in 401(a) Special Pay Plan only
Dates of Service: July 1, 2002, to present

Contact Name: Jorge Davila, Executive Director, Risk and Benefits
Contact Address: 1501 NE 2nd Avenue, Suite 335, Miami, FL 33132
Contact Phone: 305-995-7152
Contact Fax: 305-995-7170
Contact e-mail Address: jdavila@dadeschools.net

Scope of Work: Also provide 403(b) Special Pay Plan (1,794 Employees Enrolled with \$57,320,765.00 in Contract) and 401(a) FICA Alternative Plan (3,376 Employees Enrolled with \$2,518,857.00 in Contract).

4. Miami-Dade College

Number of Employees: 5,913
Number of Employees Enrolled: 709
Dollar Amount of Contracts: \$9,876,676.00 in 401(a) Special Pay Plan only
Dates of Service: July 1, 2002, to present.

Contact Name: Iliana Castillo-Frick, Vice Provost, Human Resources
Contact Address: 11011 SW 104th Street, Miami, FL 33176-3393
Contact Phone: 305-237-0755
Contact Fax: 305-237-0734

REFERENCES

RFP NO. 23-084/MD

Contact e-mail address: ifrick@mdc.edu

Scope of Work: Also provide 403(b) Special Pay Plan (106 Employees Enrolled with \$2,460,209.00 in Contract) and 457(b) Special Pay Plan (6 Employees Enrolled with \$47,585.00 in Contract).

5. Broward College

Number of Employees: 4,000

Number of Employees Enrolled: 293

Dollar Amount of Contracts: \$5,834,680.00 in 401(a) Special Pay Plan only

Dates of Service: July 1, 2002, to present.

Contact Name: Shannon Duarte, Senior Director, Employee Benefits

Contact Address: 6400 NW 6th Way, Fort Lauderdale, FL 33309

Contact Phone: 954-201-7552

Contact Fax: 954-201-7096

Contact e-mail Address: sduarte2@broward.edu

Scope of Work: Also provide 403(b) Special Pay Plan (35 Employees Enrolled with \$932,034.00 in Contract); 457(b) Special Pay Plan (9 Employees Enrolled with \$98,046.00 in Contract) and 401(a) FICA Alternative Plan (4,333 Employees Enrolled with \$16,444,683.00 in Contract).

6. Palm Beach State College

Number of Employees: 2,400

Number of Employees Enrolled: 165

Dollar Amount of Contracts: \$3,969,653.00 in 401(a) Special Pay Plan only

Dates of Service: July 1, 2002, to present.

Contact Name: Cheryl Hare, PHR, Director, Total Rewards

Contact Address: 4200 Congress Avenue, Lake Worth, FL 33461

Contact Phone: 561-868-3153

Contact Fax: 561- 868-3131

Contact e-mail Address: harec@palmbeachstate.edu

Scope of Work: Also provide 403(b) Special Pay Plan (17 Employees Enrolled with \$486,600.00 in Contract) and 457(b) Special Pay Plan (3 Employees Enrolled with \$73,623.00 in Contract).

REFERENCES

RFP NO. 23-084/MD

7. City of Dania Beach

Number of Employees: 73

Number of Employees Enrolled: 10

Dollar Amount of Contracts: \$134,065.00 in 401(a) Special Pay Plan only

Dates of Service: January 1, 2021, to present.

Contact Name: Linda Gonzalez, SPHR, SHRM SCP, IPMA SCP
Chief Human Resources Officer

Contact Address: 100 W Dania Beach Blvd, Dania Beach, FL 33004

Contact Phone: 954-924-6800 x3608

Contact e-mail Address: lgonzalez@daniabeachfl.gov

Scope of Work: Also provide 401(a) FICA Alternative Plan (33 Employees Enrolled with \$31,613.00 in Contract).

KUSRP Holdings, Inc.

**Consolidated Financial Statements
December 31, 2022 and 2021**



Report of Independent Auditors

To the Management and Board of Directors of KUSRP Holdings, Inc.

Opinion

We have audited the accompanying consolidated financial statements of KUSRP Holdings, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, of changes in stockholders' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Florham Park, NJ
April 7, 2023

KUSRP Holdings, Inc.
Consolidated Balance Sheets
December 31, 2022 and 2021

(in thousands, except per share data)

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	\$ 14,249	\$ 11,665
Restricted cash	27,729	21,727
Commissions and other receivables, net	21,970	21,028
Other current assets	3,183	4,776
Total current assets	67,131	59,196
Fixed assets, net	5,373	4,863
Operating lease right-of-use assets	6,253	-
Intangible assets, net	270,770	289,821
Goodwill	301,960	301,463
Other assets	926	972
Total assets	<u>\$ 652,413</u>	<u>\$ 656,315</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Client remittance obligations	\$ 27,729	\$ 21,727
Accounts payable and accrued expenses	11,751	14,546
Revolving credit facility	-	500
Current portion of long-term debt	4,580	4,630
Current portion of operating lease obligations	2,258	-
Current portion of acquisition obligations	405	7,583
Deferred revenues	1,501	1,572
Total current liabilities	48,224	50,558
Long-term debt, net of current portion	541,131	532,199
Operating lease obligations, net of current portion	4,380	-
Deferred tax liabilities, net	22,900	22,854
Acquisition obligations, net of current portion	472	2,964
Other liabilities	338	401
Total liabilities	617,445	608,976
Commitments and contingencies (Note 13)		
Stockholders' equity		
Series A convertible preferred stock, \$0.01 par value		
300 and 300,000 shares authorized as of December 31, 2022		
and 2021, respectively	999	999
Common stock, \$0.01 par value, 700 and 450,000 shares		
authorized as of December 31, 2022 and 2021, respectively	171	171
Additional paid-in capital	90,023	88,150
Notes receivable from stockholders	(50)	(48)
Accumulated deficit	(56,175)	(41,933)
Total stockholders' equity	34,968	47,339
Total liabilities and stockholders' equity	<u>\$ 652,413</u>	<u>\$ 656,315</u>

The accompanying notes are an integral part of these consolidated financial statements.

KUSRP Holdings, Inc.
Consolidated Statements of Operations
Years Ended December 31, 2022 and 2021

(in thousands, except per share data)

	2022	2021
Revenues	\$ 182,489	\$ 149,864
Cost of services	<u>15,968</u>	<u>7,564</u>
Gross profit	<u>166,521</u>	<u>142,300</u>
Operating expenses		
General and administrative	112,153	102,426
Transaction costs	2,143	2,490
Depreciation and amortization	20,199	17,505
Acquisition obligation fair value measurements	<u>(2,528)</u>	<u>7,819</u>
Total operating expenses	<u>131,967</u>	<u>130,240</u>
Income from operations	34,554	12,060
Interest expense, net	<u>(48,050)</u>	<u>(31,802)</u>
Loss before income taxes	(13,496)	(19,742)
Provision for (benefit from) income taxes	<u>746</u>	<u>(2,627)</u>
Net loss	<u>\$ (14,242)</u>	<u>\$ (17,115)</u>

The accompanying notes are an integral part of these consolidated financial statements.

PROJECT APPROACH RFP NO. 23-084/MD

PROJECT APPROACH / UNDERSTANDING INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for implementing a 401(a) Special Pay Plan including, but not limited to, the following:

1. Overview of the project tasks to be performed.

U.S. BENCOR/MidAmerica is the industry leader in providing Special Pay Plans to governmental entities across the country. Our expertise makes the implementation of a new plan a simple and efficient process.

The creation of a new plan follows the following steps:

- a. Plan Design Checklist – We will schedule a call with the County to discuss and guide you on the plan design considerations for the Plan going forward. This includes defining eligibility, contribution sources, and key contacts for plan decisions going forward.
- b. Plan Document Generation – From the Checklist, BENCOR will deliver signature-ready documents for the County's review. This will include the Adoption Agreement, Plan Document and any applicable Insurance Annuity Contracts.
- c. Payroll Department Interface – After receiving the signed documents, we will schedule a conference call with your designated payroll contacts to review the data file submission and funds transfer for contributions into the Plan. We have a very simple data file format which is submitted only when participants are having contributions submitted on their behalf. BENCOR verifies the submission and funds are submitted typically through ACH. Unlike defined contribution plan implementations, there is no participant enrollment which significantly simplifies the data submission process for our plans.
- d. Participant Counseling Sessions – BENCOR will schedule ongoing participant education sessions for those participants retiring from the county. These sessions will be conducted by our local Advisors and will be customized to the specific Plan Design considerations of the County's Plan.

PROJECT APPROACH RFP NO. 23-084/MD

2. County resources that will be required to implement the plan.

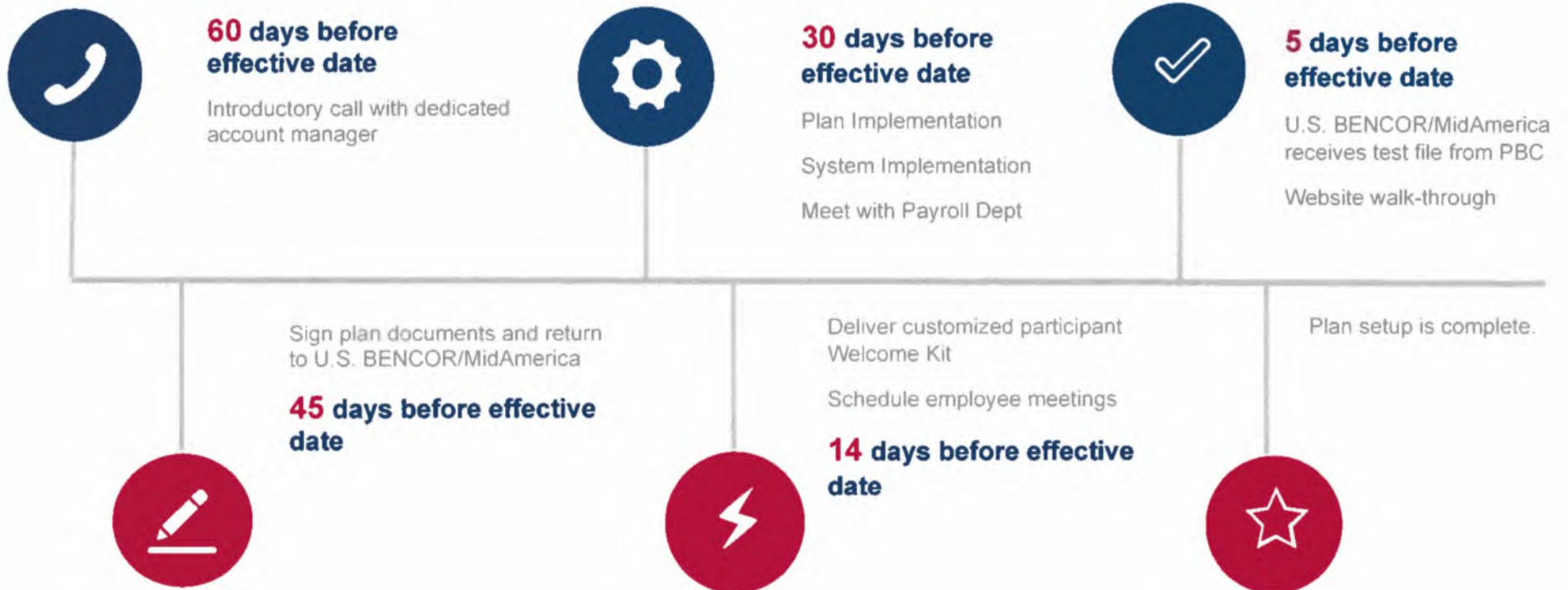
Because of the simplicity of our implementation and ongoing interface, very little is required from the County in terms of dedicated resources. As outlined in our implementation process above, we will need an initial conference call to make plan design decisions, which we will help you with. We will also need a payroll contact for the ongoing file submission and fund transfers. BENCOR dedicates a resource to your Plan to support the County Team with any help needed in submitting data. We would be pleased to provide specific references of recent Plan implementations to enforce the simplicity and efficiency of our Plan setup process.

PROJECT APPROACH RFP NO. 23-084/MD

3. Timeline for performing the required services from start to completion.

Please see the attached implementation timeline.

IMPLEMENTATION TIMELINE RFP NO. 23-084/MD



PROJECT APPROACH RFP NO. 23-084/MD

4. Provide a copy of your plan design and communication pieces.

The plan design for the Palm Beach County Board of County Commissioners 401(a) Special Pay Plan will be customized based on key features such as eligibility, contribution types, allowable compensation, allocations, distribution options, loans and investment of plan assets.

Please see the attached participant Welcome Kit which is comprised of a Welcome Letter, FAQ, Easy Access Flyer and Effortless Distribution Guide.

Welcome to the BENCOR Special Pay Plan

Palm Beach County provides the BENCOR Special Pay Plan as an important retirement benefit for all eligible employees. This letter provides general information about the plan and outlines available resources for you to get more detailed information.



Key Features of your Special Pay Plan

- If you are eligible, you are automatically enrolled in the program.
- Your employer will make a contribution of "special pay" based on your accumulated sick, vacation or other leave/incentive pay into a retirement account in your name.
- You will permanently save up to 7.65% of your wages in Social Security and Medicare taxes that otherwise would be deducted from your wages.
- Income taxes are deferred on contributions to the plan until you withdraw the money from your account in the plan.
- Your plan account is always 100% vested and belongs only to you.

Where Can You Get More Information?



1. Your Employer's Benefits Department

Access *Frequently Asked Questions* and plan videos through your employer's benefits department or benefits web portal.

2. Online

bencorplans.com

Click on **Participant Login**, select your State, County and Employer then click on **Log In**.

For first time users, click on **New User** and follow the prompts.

For returning users, enter your User ID and Password, select Participant from the drop-down menu and **Login**.

3. BENCOR National Participant Service Center

866-296-9712

(M-F 9:00 a.m. - 6:00 pm ET)

4. Your local BENCOR Advisor:

Britt Deviney

561-329-2632

Derrick Mims

561-660-2179

BENCOR Special Pay Plan Overview

The BENCOR Special Pay Plan ("Plan") is a retirement program satisfying the requirements under **Section 401(a)** of the Federal tax law. The plan is offered by BENCOR, Inc. as a way to help governmental units and employees save up to 7.65% of Social Security and Medicare taxes on certain forms of "special pay" (as described below) contributed to the Plan. The Plan also results in the *deferral* of your income taxes on that same special pay that is contributed under the Plan; income taxes are not imposed until you actually withdraw money from the Plan. Social Security and Medicare tax savings, on the other hand, are *permanent*, because these taxes are not imposed on withdrawals from the Plan.



Frequently Asked Questions

Who participates in the Plan? To be eligible for the Plan, you must be in a category of employment designated as covered by board policy. If you are covered by such policy, then you will participate if you (i) are retiring or are entering into DROP, and (ii) have accumulated at least \$1,000 of "special pay" (sick leave pay, annual leave-vacation pay, incentive pay, etc.).

What should I do to set up my Plan account? Your employer establishes your Plan account for you. Once your account is created, you should log on to your account at bencorplans.com to:

- 1) select your statement delivery preference (electronic/paper) under **Statements/Forms**;
- 2) designate the person(s) who should receive the funds in your account in the event of your death by using the **Beneficiaries** link under the **gear** icon;
- 3) make an investment election under **Investments**; and
- 4) add your personal email address for plan communications, including statement notifications.

What are the options for investment of my account? The Plan offers different investment options in which you may choose to invest amounts contributed to your account. The options are listed and described on the website. If you do not choose investment options, your account will be invested automatically in your Plan's default option, which may or may not be the best option for your circumstances. Therefore, it is important for you to log on to your account at bencorplans.com as soon as possible to obtain information about all the available investments and choose the options that are appropriate for your own objectives and preferences.

What is contributed to the Plan? Contributions to the Plan consist of accumulated special pay that otherwise would be paid to you in cash at retirement or other separation from service.

If you enter DROP:

Accumulated Sick Pay - contributions are made to the Plan in each year of the DROP period leading up to your actual retirement date. The amount contributed each year depends upon the number of years in your separation period. For example, an employee participating for a period of five (5) years who has accumulated Sick Leave Pay, will have that Terminal Sick Leave Pay deposited as follows:

Year 1	20% of balance of terminal sick leave
Year 2	25% of remaining balance of terminal sick leave
Year 3	33% of remaining balance of terminal sick leave
Year 4	50% of remaining balance of terminal sick leave
Year 5	100% of remaining balance of terminal sick leave

Employees terminating prior to end date of their DROP will be paid 100% of their eligible sick leave balance per policy. If the yearly sick pay contribution exceeds the amount of the contribution limit the excess amount will be rolled into the next plan year.

Annual Leave - Employees participating in DROP subject to employer policy have the option to:

- (1) Receive their annual leave as a lump-sum distribution at the time of enrollment in DROP, or
- (2) Receive a lump-sum payment at the end of the DROP period.

If option (1) is chosen (annual leave paid as a lump-sum at the time of enrollment in DROP) this dollar amount will be included in the employee's compensation for retirement benefit calculation purposes (FRS).

If option (2) is chosen (wait until end of DROP period), this dollar amount is not included in the FRS benefit calculation.

Under option (1) or option (2) above, annual leave will be placed into the Plan subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare).

In addition to these contributions of special pay made by your employer, you also may choose to "roll over" into the Plan monies invested in other eligible retirement plans or traditional IRAs, thereby consolidating your retirement savings in one place.

Is there a limit on the amount of Special Pay that can be contributed to the Plan? Yes. The IRS adjusts the annual dollar limit periodically to reflect cost-of-living increases. [Click here to see the current IRS limits.](#)

Your employer will not contribute more to the Special Pay Plan on your behalf than is permitted by law. Any amount that cannot be contributed to the Plan will be retained until the next plan year or paid to you as current taxable compensation, as applicable. Please consult your tax advisor or your BENCOR representative regarding your specific Plan contribution limits.

May I still make elective deferrals to another 457(b) plan? Yes. You still may elect to defer money into any other plans for which you are eligible, subject to all applicable limits imposed by Federal tax law, but no elective employee contributions may be made to the BENCOR Special Pay Plan.

Can I withdraw money from my account? Your account is always 100% vested and belongs only to you. The balance of your account is available for withdrawal after your termination of employment, or upon total disability or death. In the case of your death, the beneficiary(ies) you name under the Plan will be able to withdraw your account balance. Funds may be withdrawn in one or more cash distributions, which are taxable for the year of withdrawal, or in the form of a direct rollover to an IRA or other eligible retirement plan, which results in continued deferral of your income tax obligation. To request a withdrawal, log on to your account at bencorplans.com and submit your request electronically. Additional information about income taxes and rollovers is provided online.

Are my funds taxable and are there any penalties when I withdraw my funds? Income taxes are imposed for the year of withdrawal. Income taxes are deferred in the case of a rollover to an IRA or other eligible retirement plan, although rollovers to a "ROTH" IRA are currently taxable. The Special Tax Notice provides general information about the taxation of distributions from the Plan. For specific tax information, consult an independent tax advisor.

An additional 10% tax (early withdrawal penalty) may apply to withdrawals taken prior to the attainment of age 59½ if you retire or otherwise separate from service prior to the year in which you turned age 55.

Your account is subject to the IRS Required Minimum Distribution rules after you reach age 73 or retire, whichever is later, or following your death, if earlier. (If you reached age 72 before 1/1/2023, your required beginning date may be different.)

Can I borrow from my account? You may be eligible to borrow up to 50% of your account balance for up to 5 years. The minimum loan amount is \$1,000. The amount available to borrow is affected by any other Plan loans you have received. An initiation fee of \$75 is deducted from your account each time you take a loan. A quarterly loan maintenance fee of \$6.25 applies for the duration of the loan, but not in the quarter the loan is issued. A maximum of two (2) loans are allowed. Please visit bencorplans.com to view loan availability and request a loan.

Will I receive account statements? Statements showing your account activity, including beginning balance, contributions made, investment results and ending balance, are provided after the close of each calendar quarter. You may generate a statement on demand at any time by logging in to your account.

Are there any fees? There are no administrative fees charged to your account unless your balance is less than \$1,000 and no contributions have been made to your account for more than two years. At that time, if you do not elect a distribution, a monthly maintenance fee will apply.



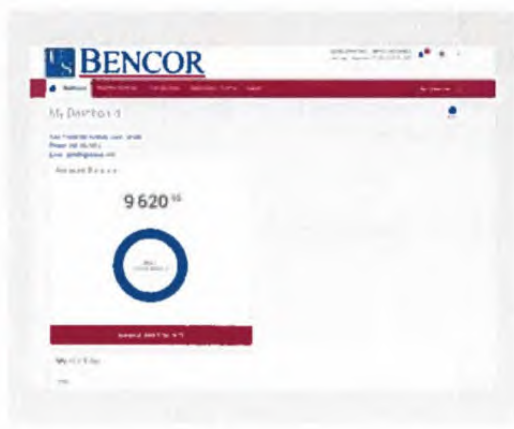
www.bencorplans.com

Online

Click on **Participant Login**, select your State, County and Employer then click on **Log In**.

For first time users, click on **New User** and follow the prompts.

For returning users, enter your User ID and Password.



When you enter a change, a confirmation will be sent the following business day. Changes that are completed prior to 4 p.m. ET will be valued using the market closing unit values for that day. Changes completed after 4 p.m. ET will be valued using the market closing unit values for the following business day.

Easy access to your account

Your plan website is the first step for anything you want to know about your account. Use it to sign in to your account, find information about your retirement plan benefits, and learn more about saving for your future.

Once you have signed in, you can review the current status of your account, make changes, and access tools to help you personalize your retirement strategy. From the main menu, scroll over the four tabs- **Dashboard, Transactions, Statements/Forms** and **Support** - and select the action you want to take from the drop- down lists.

Check Account Balance

- Balance automatically appears on My Dashboard page (in the Dashboard menu at the top of the screen).
- For account balance by fund, review "My Portfolio" on My Dashboard.

Review Investment Performance

- To get performance and fee details for all the funds in your plan, simply click on the fund name on any page. This will display performance, as well as links to the fund fact sheet and prospectus.

Change Future Investment Allocations (new contributions)

- To choose or change how new contributions will be invested, in the Transaction menu, click "Manage Investments" then "Change Elections".

Transfer Between Investment Options (current assets)

- To transfer balances between individual or groups of funds in the Transactions menu, click "Manage Investments" then "Transfer Funds".


Request a New Loan or View Existing Loans

- To request a new loan in the Transactions menu, click "Request a Loan".
- To view existing loans in the Transactions menu, click "View Loans".

Request a Distribution

- From the Transactions menu, select "Request a Distribution".
- When the page loads, click on the "here" link to submit your request.

Forms and Beneficiary Information

- To locate forms and beneficiary information, in the Forms & Reports menu, select "Forms". You can also update your Beneficiary information online by selecting the gear icon  in the upper right of the screen.

Customer service

- From the Support menu, select "Live Chat" to talk with a Client Care Manager, or "Contact Us" for email and phone information.

Easy access to your account

Call 866-296-9712

First-Time Callers

- Call 866-296-9712, option 3
- Enter your Social Security number.
- Enter your Personal Identification Number (PIN) - last four digits of your Social Security number.

866-296-9712



Frequent Users

- Call 866-296-9712, option 3.
- Enter your Social Security number.
- Choose the account you wish to access.
- Enter your PIN.

Check Account Balance

- Personal account information, press 1; then
- For balance information, press 1.

Review Investment Performance

- Personal account information, press 1; then
- For current investment rates of return, press 2.

Change Future Investment Allocations (*new contributions*)

- Personal account information, press 1; then
- For investment information, press 2.

Confirmation sent the following business day.

Please note that this allocation change impacts only your future contributions.

Transfer Between Investment Options (*current assets*)

- Personal account information, press 1; then
- To transfer between funds, press 3.

Confirmation sent the following business day.

Please note that changing current allocations does not change how your future contributions will be invested.

Customer Service

- From the main menu, for customer service, press 1.



Requesting a Distribution from your BENCOR Account

Special Pay Plan (Sick and Annual)

When you are eligible for a distribution (withdrawal), you may request your entire account balance, or only a portion of your balance. No forms are required to withdraw your funds. The distribution process is entirely online and accessed through the BENCOR website.

How to Begin the Distribution Process



- 1) Go to <https://bencorplans.com>. Click on Participant Login, select your State, County and Employer, click on Log In and log in to your account. *(For first time users, click on the "New User" link to change the log in window to allow you to "Request User ID and Password". Follow the prompts to answer security questions and set up your user account.)*
- 2) After login, click on **Request a Distribution** in the Transactions menu near the top of the page.
- 3) When the page loads, click on the "here" link to request a distribution. Follow the prompts to enter your information, e-sign and submit. That's it!

What to Expect



Safe Online Authentication with LexisNexis® InstantID®

The security of your private information and your retirement account are important. You will be asked to correctly answer security questions to ensure that only you have access to your account.

Security Verification

Please answer the following questions for security purposes. Once your identity has been verified, you'll be able to request your online distribution.

Please Note: You will only have a limited amount of time to answer these questions. If you don't answer the questions within the allotted time period, you will not be able to proceed with the online distribution request.

Click on the "Start Verification" button when you're ready to begin the verification. Please make sure that you're not interrupted during this process.

START VERIFICATION

I am applying an e-signature in my name to this document and have read the [Consumer Disclosure](#)

Finish & Submit Electronically



**No Hassle Online
Signature and
Submission**



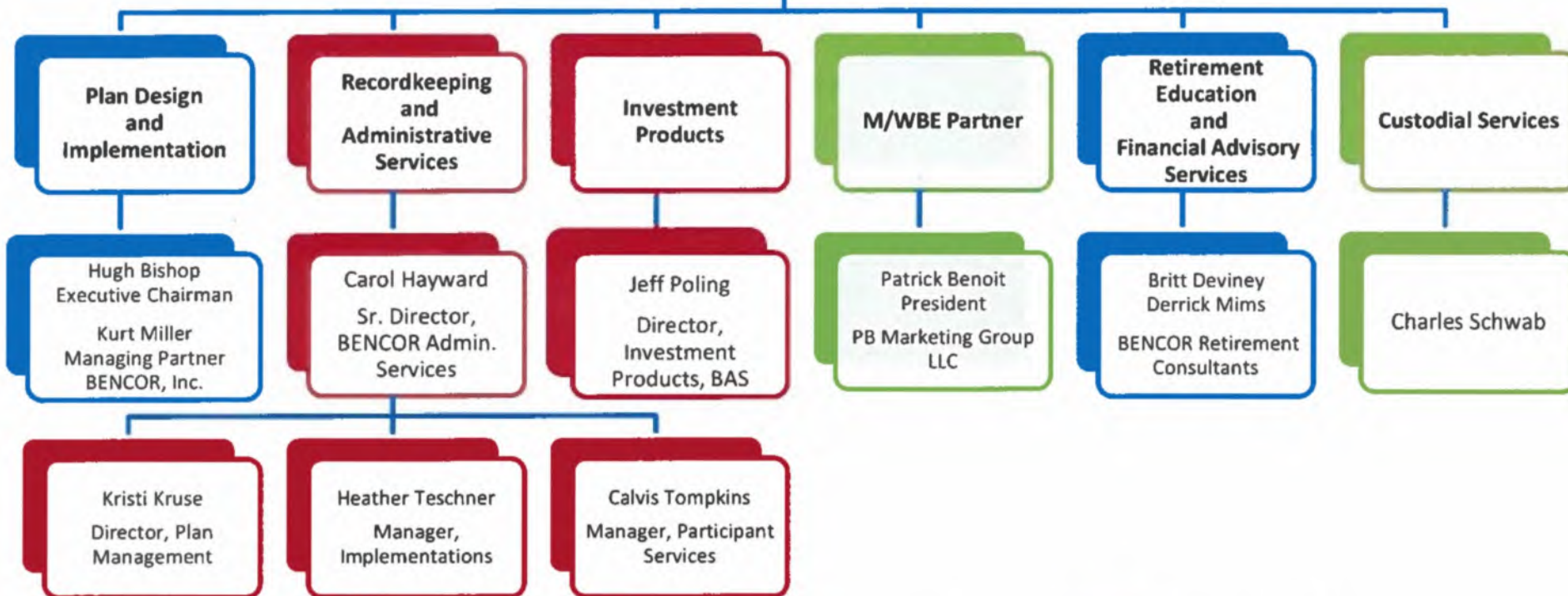
Automatic Distribution Status Updates

You can elect to receive text and/or email updates letting you know when your distribution has been approved by your Plan Sponsor and when it has passed the final review.

Your distribution request was approved by your plan sponsor and has been sent for final review. We will notify you again when the review process is complete and your distribution has been processed.

Your distribution request has been approved. Trades will typically be sent in 1-2 business days. If all trades settle in a normal manner, your distribution proceeds will typically be issued within 3-5 business days of approval.

Thank you.
Client Services



BENCOR Staff



BAS Staff



Other Staff

KEY PERSONNEL RFP NO. 23-084/MD

KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- ❖ An Organizational Chart identifying the structure of firm.
 - ❖ A list of the key personnel assigned to the project, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project.
 - ❖ A description of the role of each staff member who will be responsible for handling and monitoring the Contract.
 - ❖ Identification of projects of a similar nature in which each staff member has been involved.
- ◆ **Client Compliance and Consulting Services** – Members of this experienced team will draft any necessary plan updates, analyze the impact of regulatory changes on your plan and consult on any compliance-related issues affecting your plan.

Hugh B. Bishop, Esq., Executive Chairman of U.S. BENCOR/MidAmerica
2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889
hbishop@bencor.com

Mr. Bishop is a graduate of Emory University's Goizueta Business School and the University of Louisville Brandeis School of Law. He co-founded BENCOR, Inc. in 1990. Mr. Bishop works with governmental agencies throughout the United States, assisting them and their legal counsel with the implementation of specialty pension plans. He currently holds his life and variable annuity licenses as well as his Series 6 securities license.

Mr. Bishop has been involved with plan design, implementation and IRS approval of FICA Alternative Plans and Special Pay Plans since 1991 and 1996, respectively. He was instrumental in the original design and implementation of the BENCOR 401(a) Defined Contribution Plan, the BENCOR 401(a) FICA Alternative Plan, and the BENCOR 401(a) Special Pay Plan™.

Kurt Miller, Managing Partner of U.S. BENCOR/MidAmerica
2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889
kmiller@bencor.com

Mr. Miller joined BENCOR, Inc. in 2014 as Managing Partner. In this role, he is responsible for all aspects of the marketing and operational direction of the organization's Special Pay and FICA Alternative plans.

KEY PERSONNEL

RFP NO. 23-084/MD

Mr. Miller brings a great deal of experience and innovation to the employer-sponsored retirement and healthcare markets. From 1996-2005, Mr. Miller was President of the Healthcare and Government Markets for CitiStreet, where he was accountable for strategic planning, business line P&L, marketing strategy and implementation, sales development, and client services.

In 2005, along with two business associates, he co-founded Financial Soundings, LLC and became its Chief Executive Officer. There, he was responsible for all aspects of product development, implementation, client relationship management, sales growth, and company profitability for their innovative employee retirement readiness communication program.

Mr. Miller graduated from Middlebury College with a B.A. degree in Economics.

David M. Rosenberger, Esq., Rosenberger Law Group, PLLC
33 Bloomfield Hills Parkway, Suite 230, Bloomfield Hills, Michigan 48304
248-723-7007 • 007dmr@msn.com

Rosenberger Law Group PLLC is located in Bloomfield Hills, Michigan. Mr. Rosenberger graduated from Harvard Law School and commenced his practice in 1975. Since then, he has specialized in tax law, with an emphasis on employee benefits and the estate planning aspects of retirement plans. One of Mr. Rosenberger's particular specialties is in the use of computer modeling and projections for tax and benefits problems. Mr. Rosenberger holds an undergraduate degree in physics from Princeton University, is a frequent lecturer and contributing author, a charter member of the American College of Employee Benefits and listed for his employee benefits specialty in Best Lawyers in America. Responsible for BENCOR Plan design, IRS requirements and supporting documents, Mr. Rosenberger demonstrates a superior ability to quickly modify plans and obtain IRS approval as regulations change.

Mr. Rosenberger has performed all of BENCOR'S plan design work and has obtained all of the IRS approvals for BENCOR Plans. He has assisted governmental employers throughout the United States with their implementation of BENCOR IRS-approved 401(a) FICA Alternative Plans and BENCOR Special Pay Plans. He is retained by BENCOR for ongoing legal support.

- ♦ **Recordkeeping and Administrative Services** – BENCOR Administrative Services (BAS) is a record keeping and administrative firm that specializes in qualified and non-qualified retirement plans. The service team for the PBC's BENCOR plans will be comprised of the following seasoned professionals:

KEY PERSONNEL RFP NO. 23-084/MD

Carol Hayward, Senior Director BENCOR Administrative Services

2 North Tamiami Trail, Suite 602, Sarasota, Florida 34236 • 800-264-6889

chayward@bencor.com

Carol Hayward is BENCOR's Senior Director, Administrative Services. In this role she is responsible for all aspects of the daily support of BENCOR's FICA Alternative and Special Pay Plans, including coordination of all plan participant and plan sponsor support services.

Ms. Hayward has been the Director of Administrative Services for BENCOR Plans and has been directly involved with the administration, design, and IRS qualification of BENCOR Special Pay Plans and BENCOR FICA Alternative Plans for the past 29 years. Previously, she was responsible for the operation and installation of defined contribution plans. She previously served as Controller and HR/Payroll Director of two privately held firms. She has 40+ years of accounting experience, including 32 years directly related to retirement plans.

Kristi Kruse, Director of Plan Management

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 813-667-6170 x146

kristi.kruse@mymidamerica.com

Kristi Kruse, Director of Plan Management, oversees U.S. BENCOR/MidAmerica's Priority Team to provide dedicated support to plan sponsors, and custom solutions for ongoing administration that maximize client and participant satisfaction. Kristi's 17-year career extends across multiple roles, including Plan Implementation, Plan Administration, Contributions, and Client Care. Kristi is highly experienced in assessing client needs to create quality solutions that increase efficiencies and automations to deliver exceptional results.

Heather Teschner, Manager Implementations

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 863-688-4500 x125

heather.teschner@mymidamerica.com

As the Implementation Manager, Heather Teschner works directly with U.S. BENCOR/MidAmerica's Sales Team and plan sponsors throughout the implementation process to understand their unique plan design and create a tailored strategy for the installation of their plans onto our platform. With more than 20 years of experience in the Employee Benefits and Retirement Plan industry, Ms. Teschner is well-versed in all aspects of Plan Implementation, including the creation of customized plan documents and interfacing with payroll departments. She also has extensive knowledge in Quality Control, Plan Administration, Contributions, Employee Development, and Customer and Client Care. With a focus on client satisfaction, Heather ensures flawless coordination and execution of plan

KEY PERSONNEL RFP NO. 23-084/MD

implementations, personally overseeing transitions to guarantee exceptional service delivery. Her expertise, attention to detail, and unwavering commitment to excellence ensure that clients receive the highest level of quality and care throughout the implementation process.

Calvis Tompkins, Director of Participant Services

2855 Interstate Drive, Suite 115, Lakeland, Florida 33805 • 813-533-4730

calvis.tompkins@mymidamerica.com

As Director of Participant Services, Mr. Tompkins leads a team of tenured participant support associates who continually go above and beyond to ensure participants receive first-in-class experiences on every call. As a graduate of the University of Central Florida, Calvis brings more than 10 years of contact center and team development experience, leading both large and small centers in various lines of business. Understanding what motivates his teams, from metrics and quality management to analyzing key performance indicators, Calvis has successfully steered Participant Services to several benchmark achievements.

- ♦ **Investment Products** - Fund recommendations and ongoing monitoring of funds will be performed by the following experienced professional.

Jeff Poling, AIF®, CPFA®, Director of Wealth Advisory Services BENCOR Administrative Services

5200 Maryland Way, Suite 310, Brentwood, TN 37027 • 615-515-4427

jpoling@trpcweb.com

Mr. Poling is the Director of Wealth Management for BENCOR Administrative Services. In this role, Mr. Poling is responsible for the fund recommendations for the Plan and the ongoing monitoring and reporting on those funds to the County. Mr. Poling has been an Investment Advisor since 2011, and a Trust Associate for a bank since 2008. He graduated Cumberland University with a bachelor's degree in business and was on academic and athletic scholarship. He is FINRA licensed achieving Series 7, Series 63 and Series 65 licenses. Mr. Poling is also fully licensed in Life, Health, Property, and Casualty Insurance.

- ♦ **M/WBE Partner** - The M/WBE partner will print all required materials for retirement and education seminars as well as provide such items as pens, folders and signage.

Patrick Benoit, President Printing and Branding Solutions

2240 Palm Beach Lakes Blvd, Suite 400D, West Palm Beach, Florida 33409

561-758-9152 • patrick@printingandbranding.com

Mr. Benoit has 8+ years in state-of-the-art printing, customizing promotional products and fulfillment and packaging. Printing and Branding Solutions is a fully

KEY PERSONNEL RFP NO. 23-084/MD

owned minority company geared to providing customers with all of their marketing needs under one roof. They pride themselves on acute attention to detail for each and every customer. Mr. Benoit and his team produce everything from business cards to billboard advertisements so that customers get a consistent look and feel with their marketing materials.

- ♦ ***Retirement Education and Planning Services*** - Members of this experienced local team will provide daily administrative and educational support to PBC and its employees. U.S. BENCOR/MidAmerica maintains 26 local offices throughout the state of Florida.

Robert Britt Deviney, U.S. BENCOR/MidAmerica Representative
310 W. Atlantic Ave., Suite #8, Delray Beach, Florida 33444 · 561-329-2632
bdeviney@bencorrep.com

Mr. Deviney has been in the financial services industry since 1998 and is committed to helping employees of public schools, plan and invest for retirement. As an authorized U.S. BENCOR/MidAmerica Representative, Mr. Deviney services the BENCOR FICA Alternative Plan and the 401(a) Special Pay Plan participants. He is well versed in FRS, DROP, and Special Pay Plans for Palm Beach County Schools and other county government agencies. In addition to his Series 6 registration, Mr. Deviney also holds Life, Health and Variable Insurance licenses and he is a Registered Representative of PlanMember Securities Corporation*.

Mr. Deviney is a native to West Palm Beach where he attended Forest Hill High School before entering the Army achieving the position of Tank Commander in the 1/33 Armored Cavalry Division. After military service, he graduated from Elon University with a Bachelor of Science degree in Corporate Communications. He also studied mathematics at Cambridge University in England.

Derrick R. Mims, U.S. BENCOR/MidAmerica Representative
3801 PGA Blvd, Suite 600, Palm Beach Gardens, Florida 33401 · 561-660-2179
dmims@bencorrep.com

Mr. Mims has been an authorized U.S. BENCOR/MidAmerica Representative since 2013. He holds Series 6 and 65 securities licenses, as well as his Florida insurance license. He is a Registered Representative of PlanMember Securities Corporation*. Mr. Mims' financial career is focused on helping public sector employees both plan for retirement and manage their assets after retirement.

With decades of financial experience focused on small business development and management, in addition to years of experience in the mortgage industry, Mr. Mims

KEY PERSONNEL RFP NO. 23-084/MD

background has proven invaluable in the ever-changing world of financial services. He believes in taking an active role in educating clients about matters concerning retirement, tax-advantaged investing, and estate planning. His goal is to deliver professional wealth management through personalized service that helps to create value, focus and understanding.

He understands the challenges all Florida employees face and appreciates the opportunity to meet with individuals and discuss their retirement goals. Mr. Mims has a strong commitment to his clients and the community and enjoys developing personalized financial strategies for each individual client.

** Representative is registered with and offers only securities and advisory services through PlanMember Securities Corporation, a registered broker/dealer, investment advisor and member [FINRA/SIPC](#). 6187 Carpinteria Ave, Carpinteria, CA. 93013, (800) 874-6910. BENCOR, Inc. and PlanMember Securities Corporation are independently owned and operated. PlanMember is not responsible or liable for ancillary products or services offered by BENCOR, Inc.*



Office Locations Throughout Florida

1. **Brevard County Office**
982 Brevard Ave #2 Rockledge,
FL 32955
Phone: 800-330-4014
2. **Broward County Office**
800 E Cypress Creek Rd, Ste 300
Ft Lauderdale, FL 33334
Phone: 954-425-0665
3. **Clay County Office**
820 North Orange Ave.
Green Cove Springs,
FL 32043
Phone: 800-330-4014
4. **Collier County Office**
3050 Horseshoe Dr N, Ste 285
Naples, FL 34104
Phone: 239-689-3554
5. **Escambia County Office (2)**
3695 N L Street
Pensacola, FL 32505
Phone: 850-347-4842

1312 East Cervantes St
Pensacola, FL 32501
Phone: 850-384-1618
6. **Hillsborough County Office**
2202 N Westshore Blvd, Ste 200
Tampa, FL 33607
Phone: 813-449-4344
7. **Indian River County Office**
601 21st Street, Ste 300
Vero Beach, FL 32960
Phone: 800-330-4014
8. **Lee County Office**
4301 Veronica S Shoemaker Blvd,
Ste B
Ft Myers, FL 33916
Phone: 239-689-3554
9. **Leon County Office**
2016 Delta Blvd, Ste 202
Tallahassee, FL 32303
Phone: 850-347-4842
10. **Marion County Office**
1301 NE 14th St
(Trow Exec Ctr),
Ocala, FL 34470
Phone: 800-330-4014
11. **Martin County Office**
850 NW Federal Hwy
(Nexus Bldg),
Stuart, FL 34944
Phone: 800-330-4014
12. **Miami Dade County Office**
2771 Executive Park Dr, Ste 4,
Weston, FL 33331
Phone: 954-524-4542
13. **Monroe County Office**
198 Atlantic Blvd
Key Largo, FL 33037
Phone: 305-852-3234
14. **Nassau County Office**
2561 Moody Blvd, Ste 4
Flagler Beach, FL 32136
Phone: 386-569-6202
15. **Okaloosa County Office**
8A Brooks Ave,
Ft Walton Beach, FL 32547
Phone: 850-862-5511
16. **Orange County Office**
1052 Willa Springs Dr,
Winter Springs, FL 32708
Phone: 407-678-4014
17. **Osceola County Office**
1101 Miranda Lane
(SBC Office Center)
Kissimmee, FL 34741
Phone: 800-330-4014
18. **Palm Beach County Office (2)**
3801 PGA Blvd, Ste 600,
Palm Beach Gardens, FL 33410
Phone: 561-660-2179

301 W Atlantic Ave, Ste 8
Delray Beach FL 33444
Phone: 800-330-4014
19. **Pasco County Office**
3632 Land O'Lakes Blvd, #105-1
Land O'Lakes, FL 34639
Phone: 800-330-4014
20. **Pinellas County Office**
2202 N Westshore Blvd, Ste 200
Tampa, FL 33607
Phone: 727-224-5930
21. **Polk County Office**
206 Easton Dr,
Lakeland, FL 33803
Phone: 800-330-4014
22. **Seminole County Office**
1052 Willa Springs Dr,
Winter Springs, FL 32708
Phone: 407-678-4014
23. **St. Johns County Office**
3950 A1A S, Ste 203
St Augustine, FL 32080
Phone: 800-330-4014
24. **St. Lucie County Office**
130 South Indian River Dr
Ste 202
Ft Pierce, FL 34950
Phone: 800-330-4014
25. **Volusia County Office**
1200 W Int'l Speedway,
Daytona State College Campus,
Bldg. 100, Ste 224-B,
Daytona Beach, FL 32114
Phone: 888-323-6267
26. ****Not County Specific****
2661 1st Ave South
St Petersburg, FL 33712
Phone: 727-201-5467

**APPENDIX B
PRICE PROPOSAL PAGES
RFP NO. 23-084/MD**

Page 1 of 2

The following pricing is submitted as the all-inclusive pricing to provide the Human Resources Department with implementing a 401(a) special pay plan in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

A. Administrative, Enrollment, and Communication Fees, if applicable:

Administrative, Enrollment, and Communication Fees
\$ 0 /Annually

B. Implementation Fee, if applicable:

One-time Implementation Fee
\$ 0 (One-time fee)

C. Annual Fee, if applicable:

Annual Renewal Fee
\$ 0 /Annually

D. Transaction Fee, if applicable:

Transaction Fee
\$ 0 /Per transaction

E. Other (Describe) – Specialty Services at Participant's Request:

Loans (if applicable)
\$ 75 initiation; \$6.25/quarter maintenance

QDRO Processing Fee
\$ 250 (review, approval, asset segregation)

Mutual Funds
50 bp annually (reduced by any reimbursements from the fund company), assessed only on participant-directed balances in mutual funds; does not apply to fixed annuity investment option.

The fees shall remain fixed for the entire term of the three (3) year Contract, and for the two (2) one (1) year options for renewal, if exercised.

**APPENDIX B
PRICE PROPOSAL PAGES
RFP NO. 23-084/MD**

Page 2 of 2

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.
- e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.
- f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Hugh Bishop

TITLE: Executive Chairman

COMPANY: BENCOR, Inc.

ADDRESS: 2 N. Tamiami Trail, Suite 602

CITY/STATE/ZIP: Sarasota, Florida 34236

TELEPHONE NO. (800) 264-6889

SIGNATURE: 

APPENDIX D
OEBO SCHEDULES 1, 2, 3(A), & 4
RFP NO. 23-084/MD

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: 401(a) Special Pay Plan
 SOLICITATION OPENING/SUBMITTAL DATE: 05/30/2023

SOLICITATION/PROJECT/BID NO.: RFP No. 23-064/MD
 COUNTY DEPARTMENT: Human Resources

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: U.S. BENCOR/MidAmerica ADDRESS: 2 N. Tamiami Trail, Suite 602, Sarasota, FL 34236
 CONTACT PERSON: Hugh Bishop PHONE NO.: 800-264-6889 E-MAIL: hbishop@bencor.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 95%

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ MBE ☐ WBE ☐ SBE ☐

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. PB Marketing Group LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	95%	-	-	-	-	-
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-	-	-	-	-
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-	-	-	-	-
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-	-	-	-	-
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-	-	-	-	-

(Please use additional sheets if necessary)

Total \$ 5,000

Total Bid/Offer Price \$ 5,000

Total Certified S/M/WBE Participation \$ 5,000

I hereby certify that the above information is accurate to the best of my knowledge:



Name & Authorized Signature

Executive Chairman

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

REVISED 09/22/2022

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: RFP No. 23-084MD

SOLICITATION/PROJECT NAME: 401(a) Special Pay Plan

Prime Contractor: U.S. BENCOR/MidAmerica

Subcontractor: PB Marketing Group LLC

(Check box(s) that apply)

☒ SBE ☐ WBE ☒ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): January 5, 2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☒ Male ☐ Female

☒ African-American/Black
Hispanic American

☐ Asian American
☐ Native American

☐ Caucasian American

☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide printed materials, folders, pens and other items				\$5,000
	as needed for educational and retirement seminars				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$5,000

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

U.S. BENCOR/MidAmerica

Print Name of Prime

By

Authorized Signature

Hugh Bishop

Print Name

Executive Chairman

Title

Date: May 19, 2023

PB Marketing Group LLC

Print Name of Subcontractor/subconsultant

By

Authorized Signature

Patrick Benoit

Print Name

President

Title

Date: 05-12-2023

Revised 09/17/2019



**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

January 5, 2022

PB Marketing Group LLC
Attention: Patrick Benoit
516 Green Springs Place
West Palm Beach, FL 33409

Dear Patrick Benoit:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been re-certified for:

93606 - Awards, Trophies, Collectibles, etc. Maintenance and Repair
08015 - Badges, Buttons, Emblems, and Patches, Metal:
96607 - Business Cards Printed
96611 - Card Printing: Tab, Post, Form, etc.
96613 - Check Printing
96616 - Continuous Form Printing
96625 - Digital Printing from an Ink Jet Plotter
71530 - Display, Exhibit, and Promotional Materials
96628 - Engraved and Embossed Awards, Bonds, Certificates, Diplomas,
96233 - Engraving Services; Awards, Trophies, Etc.
96546 - Graphic Design Services for Printing
96642 - Imprinting Services
03752 - Novelties and Advertising Specialty Products, Including Biodegradable
96662 - Offset Printing, Booklets, Saddle Stitch Binding (Quan. Under 100,000)
96663 - Offset Printing, Booklets, Saddle Stitch Binding (Quan. Up to 100,000)
96664 - Offset Printing, Booklets, Saddle Stitch Binding (Quan. Over 100,000)
96658 - Offset Printing, General, Large Press Work (Quan. up to 100,000)
96659 - Offset Printing, General, Large Production Runs on Large or Web Press
96657 - Offset Printing, General, Small Press Work (Quan. up to 25,000)
96661 - Offset Printing, Large Production Runs (Quan. Over 100,000);
03778 - Souvenirs: Promotional, Advertising, etc.

as a Small/Minority Business Enterprise (S/MBE) for three (3) years, expiring January 04, 2025. You will not receive Small/Minority Business Enterprise (S/MBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.



**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of PB Marketing Group LLC with vendor code VS0000011368.

Sincerely,

Angela Smith,
Small Business Development Specialist III

Palm Beach County Office of Equal Business Opportunity

Certifies That

PB Marketing Group LLC, d/b/a Printing and Branding Solutions

Vendor # VS0000011368

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
January 05, 2022 to January 04, 2025*

The following services and/or products are covered under this certification:

Awards, Trophies, Collectibles, etc. Maintenance and Repair; Badges, Buttons, Emblems, and Patches, Metal: Cap, Game Wardens', Officers', Service Awards, Uniforms, etc.; Business Cards Printed; Card Printing: Tab, Post, Form, etc.; Check Printing; Continuous Form Printing; Digital Printing from an Ink Jet Plotter; Display, Exhibit, and Promotional Materials; Engraved and Embossed Awards, Bonds, Certificates, Diplomas, Stationery, etc.; Engraving Services; Awards, Trophies, etc.; Imprinting Services

Novelties and Advertising Specialty Products, Including Biodegradable; Offset Printing, Booklets, Saddle Stitch Binding (Quantities Under 100,000): Books and Magazines; Offset Printing, Booklets, Saddle Stitch Binding (Quantities up to 100,000; 4 Color Process or Tight Registration Required): Books, Magazines, etc.; Offset Printing, Booklets, Saddle Stitch Binding (Quantities over 100,000): Books and Magazines; Souvenirs and Prizes: Promotional, Advertising, etc.; Graphic Design Services for Printing; Offset Printing, General, Small Press Work (Quan. up to 25,000), One or More Colors, No 4 Color Processes or Large Solids or Close Registration; up to 11 x 17 In.: Brochures, Newsletters, Covers, Posters, etc.; Offset Printing, General, Large Press Work (Quan. up to 100,000); One or More Colors, No 4 Color Processes or Close Registration Required, Finished Sizes May Exceed 11 x 17 In., May Have Large Solids; Offset Printing, General, Large Production Runs on Large or Web Press (Quan. Over 100,000), One or More Colors, No 4 Color Processes or Close Registration Required, May Exceed 11 x 17 In. and Have Large Solids \: Offset Printing, Large Production Runs (Quan. Over 100,000); 4 Color Process or Close Registration Required: Color Brochures, Maps, etc.; Souvenirs: Promotional Items, Advertising

Palm Beach County Board of County Commissioners


Allen Gray, Manager
01/05/2022



Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

APPENDIX E
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 23-084/MD

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

 X

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

Headquarters located in Palm Beach County
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by Hugh Bishop, as
(Name of Individual)

Executive Chairman, of BENCOR, Inc.
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.


(Signature)

May 22, 2023
(Date)

CITY OF DELRAY BEACH

163289

BUSINESS TAX RECEIPT & CONTRACTOR REGISTRATION

RESTRICTION: **FINANCIAL PLANNING FOR BENCOR**

OWNER/QUALIFIER: **BRITT DEVINEY**

BUSINESS NAME: **ROBERT BRITT DEVINEY**

LOCATION: **301 W ATLANTIC AVE #0-8**

CLASSIFICATION: **BUSINESS OFFICE**

RECEIPT NO 23 00063334

CONTROL NO 148901

DATE ISSUED: 5/17/23

BUSINESS TAX FEE: 190.30

DELINQUENT FEE: 47.58

TRANSFER FEE: .00

TOTAL AMOUNT PAID: 237.88

ROBERT BRITT DEVINEY
301 W ATLANTIC AVE #0-8
DELRAY BEACH FL 33444

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2022 TO SEPTEMBER 30 2023

**BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED TO
PUBLIC VIEW AT BUSINESS LOCATION**

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer. Address changes need zoning approval.

CITY OF DELRAY BEACH

BUSINESS TAX RECEIPT INFORMATION

DATE ISSUED: 5/17/23

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2022 TO SEPTEMBER 30 2023

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal notice each year 30 to 60 days before expiration to the address indicated on the face of the receipt. Please check all business tax receipt information and if there is an error, report it to us immediately. The City may impose fines and penalties for failure to renew this business tax receipt.
- If you change your business name, ownership or location, you must make a new application for the change and pay a \$16.75 transfer fee. The business tax receipt must be surrendered prior to issuance of the new receipt. The front of the receipt must be signed and dated by the previous owner and indicated that all rights, interest, and title of the business is assigned to the new owner. Location changes require zoning approval.
- If you have more than one business location, you must obtain a business tax receipt for each location.
- A separate business tax receipt is issued for each use performed within your business. Please check with us if you have any questions regarding the classification of your business by visiting us at 100 NW 1st Avenue, our website at DelrayBeachfl.com, or calling us at (561) 243-7203 ext.4.



Notice: The issuance of this business tax receipt is a result of a payment of the business tax and shall not be interpreted as: permitting the business to supercede the zoning code of the City, an endorsement by the City of a business, nor certification by the City of the competence of a business.

**APPENDIX C
BUSINESS INFORMATION
RFP NO. 23-084/MD**

Full Legal Name of Entity: BENCOR, Inc.

(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2 N. Tamiami Trail, Suite 602, Sarasota, FL 34236

Telephone Number: (800) 264-6889

Fax Number: (800) 366-8180

Form of Entity:

☒ Corporation

☐ Limited Liability Company

☐ Partnership, General

☐ Partnership, Limited

☐ Joint Venture

☐ Sole Proprietorship

Federal I.D. Number: 59-3578144

(1) If Proposer is a subsidiary, state name of parent company.

U.S. Retirement & Benefits Partners

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? March 25, 1999

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Hugh Bishop

TITLE: Executive Chairman

COMPANY: BENCOR, Inc.

APPENDIX F
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 23-084/MD

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.


Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Hugh Bishop the
(Individual's Name)

Executive Chairman of BENCOR, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


(Signature)

May 22, 2023
(Date)

APPENDIX G
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 23-084/MD

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared
Hugh Bishop, hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual **or**
☐ the Executive Chairman of BENCOR, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership,
etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its
Board of County Commissioners.

2. Affiant's address is: 2 N. Tamiami Trail, Suite 602
Sarasota, FL 34236

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity
having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does
not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered
with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest
is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied
upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is
authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the
laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's
knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Hugh Bishop, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 22nd day of May, 2023, by
Hugh Bishop, [] who is personally known to me or [] who has produced
as identification and who did take an oath.



CAROLE J. DUBOSKY
Notary Public
State of Florida
Comm# HH234281
Expires 3/19/2026

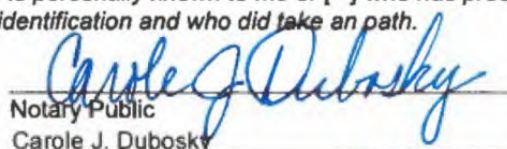

Notary Public
Carole J. Dubosky
(Print Notary Name)
State of Florida at Large
My Commission Expires: 3/19/2026

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

U.S. Retirement & Benefits Partners

99 Wood Ave. South, Suite 501, Iselin, NJ 08830

AMENDMENT No. 1

DATED: May 16, 2023

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 23-084/MD

Title: 401(a) Special Pay Plan

Request for Proposal Due Date: May 30, 2023

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. Instructions for completing OEBO Schedule 1 and OEBO Letter of Intent – Schedule 2 are provided in this Amendment as Attachment No. 1.

B. Questions received from U.S. BENCOR/MidAmerica and the County's responses:

- Q.1. How many eligible employees do you anticipate entering the Plan each year?

- A.1. The amount is unknown as this benefit is for terminating employees with minimum threshold levels of leave balances. The number of terminations and the amount of leave balances are an unknown variables.**

C. Questions received from Empower and the County's responses:

- Q.1. Can you please confirm the number of employees that would be eligible for contributions into this plan?

- A.1. Please see Section B. A.1. above.**

- Q.2. Do you have an estimate of the total contributions that will be made to the plan in the first year?

- A.2. Please see Section B. A.1. above.**

- Q.3. Can you please confirm if payroll will be centralized to one location or if each location will submit payroll separately to the recordkeeper?

- A.3. We anticipate that payroll will be submitted separately to the recordkeeper.**

Q.4. Can you please confirm the fund lineup the county plans to use for this new plan?

A.4. The County does not have an existing plan so we cannot provide this.

Q.5. Can you please confirm the number of onsite participant education days you will be looking to the recordkeeper to provide?

A.5. Please see subsection 4.4.7 of the RFP.

Q.6. Can you please provide the plan document that was created for the 401a plan?

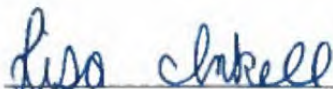
A.6. The County does not have an existing plan.

Q.7. Does the county plan to offer managed accounts within the 401a plan for participants?

A.7. The vendor can choose to offer managed accounts or any other financial product they might want to offer under their plan. The choice is theirs, they just need to communicate what the options are via the questionnaire.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 23-084/MD and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Lisa Inkell, Interim Purchasing Manager

ACKNOWLEDGMENT:

BENCOR, Inc.

COMPANY NAME


SIGNATURE

May 25, 2023

DATE



Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

July 27, 2023

Sent via e-mail
hbishop@bencor.com

Hugh B. Bishop
Executive Chairman
Bencor, Inc
2 North Tamiami Trail, Suite 602
Sarasota, FL 34236

RE: RFP No.23-084/LAC, 401 (a) Simple Pay Plan

IMPORTANT: RESPONSE REQUIRED

Dear Mr. Bishop:

The Selection Committee is requesting that Bencor, Inc., consider extending the guaranteed 3.5% interest rate for the life of the three (3) year Contract, since this new plan will only be in effect for a few months in 2023.

The County is requesting that Bencor, Inc., respond to me by **5:00 p.m. local time, July 28, 2023** in order to complete the Contract in a timely manner.

If you have any questions, you may contact me at (561) 616-6809 or at my e-mail address: lclavette@pbcgov.org.

Sincerely,

Lynn Clavette
Senior Buyer

cc: Maria Figueroa, Assistant Director, Human Resources
Anne Helfant, Assistant County Attorney
file

Lynn Clavette

From: Hugh Bishop <hbishop@bencor.com>
Sent: Friday, July 28, 2023 4:07 PM
To: Lynn Clavette
Cc: Maria Figueroa T.; Anne Helfant; Kurt Miller
Subject: RE: Letter to Bencor, Inc.
Attachments: Signed letter to Bencor, Inc..docx

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon Lynn:

I am replying to your request regarding the interest rate guarantee of 3.50%. We have discussed this with Lincoln Financial. We are willing to guarantee 3.50% through 2024 and no less than 3.25% for years 2 and 3 of the contract. Please remember that this a startup plan with little or no revenue the first few years. Revenue is based on assets under management and the number of plan participants.

Thank you for your partnership as we provide this no-cost benefit to you and your employees.

Sincerely,
Hugh

Hugh Bishop
President & CEO
One Sarasota Tower
2 North Tamiami Trail
Suite 602
Sarasota, FL 34236
Office: 800-264-6889
Mobile: 813-765-8139

From: Lynn Clavette <LClavette@pbcgov.org>
Sent: Thursday, July 27, 2023 12:25 PM
To: Hugh Bishop <hbishop@bencor.com>
Cc: Maria Figueroa T. <MFigueroa@pbcgov.org>; Anne Helfant <AHelfant@pbcgov.org>
Subject: Letter to Bencor, Inc.

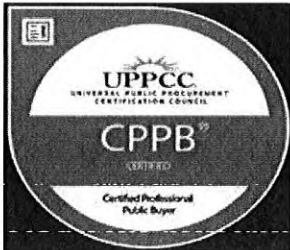
ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Bishop,

Please see Letter regarding Contract No. 23-084/MD 401 (a) Simple Pay Plan.

Kind Regards

Lynn Clavette, CPPB
Interim Contract Manager
Palm Beach County Purchasing Department
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
E-mail: lclavette@pbcgov.org
Telephone: (561) 616-6809
Fax: (561) 242-6709
Purchasing Department Website:
<http://discover.pbcgov.org/purchasing>
Vendor Self Service System Website:
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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EXHIBIT C
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR
PROFESSIONAL SERVICES CONTRACTS
Contract No. 23-084/MD

The API(s) approved for this project is listed below.

SBE Evaluation Preference for SBE Prime Respondents or Bidders (Contracts \$500,000 or greater) (Ordinance 2-80.27 (3)(d) Option 2)

Up to 15 (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder’s team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder’s team (e.g., zero SBE participation on a prime respondent/bidder’s team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder’s team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending Modified by Iclavette , 08/29/2023

Header

Header

General Information

Document Name:	Award Status: Active
401a - Special Pay Plan	Procurement Folder:
	1282869
Record Date:	Procurement Type ID:
	32
Budget FY:	Procurement Type:
	RFP - \$200,000 and over BCC
Fiscal Year:	Cited Authority:
Period:	Effective Begin Date:
	09/15/2023
Document Description:	Expiration Date:
Special Pay Plan to the Employees & Families	09/14/2026
Calculated Document Total:	Hearing Date:
\$1,500,000.00	
Total Ordered Amount:	Authorization Date:
\$0.00	
Total Expended Amount:	Procurement Initiation Date:
\$0.00	
Available Amount:	T & C Template:
\$1,500,000.00	
Base Agreement ID:	Allow Partial Payment:
KMA 680 6801 23084	<input checked="" type="checkbox"/>
Agreement Period:	Allow Partial Receipts:
0	<input checked="" type="checkbox"/>
Total of Header Attachments:	PunchOut Enabled:
0	<input type="checkbox"/>
Total of All Attachments:	Default Form:
0	
External Status:	% Change from Original Not to Exceed Amt:
	0.0000
	Workflow % Change and Pending Increases to Not to Exceed Amt:
	0.0000
	Workflow Pending Total Not to Exceed Amount:
	\$0.00

Contract Details

Original Not to Exceed Amount:	Original Effective Begin Date:
\$1,500,000.00	09/15/2023
Total Amount of Changes:	Original Expiration Date:
\$0.00	09/14/2026
Authorization Award Number:	Acceptance Date:
818519	

Reference

Tracking Number:	Replaced By Award Doc Code:
Resolution Number (RXXXX-XXXX format):	Replaced By Award Doc Dept:
Resolution Date (MM/DD/YYYY format):	Replaced By Award ID:
Replaces Award Doc Code:	Terminated By Doc Code:
Replaces Award Doc Dept:	Terminated By Doc Dept:
Replaces Award ID:	Terminated By Doc ID:

Modification

Reason for Modification/Amendment:

Requestor Issuer Buyer

Issuer ID:	Team ID:
leonard	

Reaucheon Leonard
561-616-6857
sleonard@pbcgov.org

Requestor/Contract Manager ID:

sleonard

Name:

Reaucheon Leonard

Phone Number:

561-616-6857

Email:

sleonard@pbcgov.org

Lead Department:

340

Buyer:

lclavette
Lynn Clavette
561-616-6809
lclavette@pbcgov.org

Award Officer Name:**Award Officer Phone Number:****Award Officer Phone Extension:****Award Officer Email:**

Thresholds

Minimum Order Amount:**Maximum Order Amount:****Not to Exceed Amount:**

\$1,500,000.00

Minimum Order Value:☐**Maximum Order Value:**☐**Not to Exceed:**☒

Extended Description

Extended Description:

New Term Contract for 401(a) Special Pay Plan- Employee Funded- thru tax saving payroll deductions.

There is no cost to the County.

The estimated dollar value of the project is over \$100,000 annually and can go up to \$300,000. depending on the number of employees

Default Shipping/Billing

Shipping Location:**Shipping Method:**

1

As Specified

Free On Board:

3

As Specified

Delivery Type:**Estimated Delivery Days:****Shipping Additional Info:****Billing Location:**

BILL

Board of County Commissioners
Telephone: (561) 355-2912
Palm Beach County Finance Dept.
P.O. Box 4036
West Palm Beach
FL
33402-4036
USA

Billing Additional Info:

Reporting

Reporting 1:

YES

Insurance Required

Reporting 2:**Reporting 3:****Reporting 4:****Reporting 5:****Reporting 6:****Reporting 7:**

Document Information

Created By:

lclavette

Created On:

08/29/2023

Modified By:

lclavette

Modified On:

08/29/2023

View All 1 of 3 | Document submitted successfully - Pending Approval

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending

Document Navigator 2023

Renewal Period		Total Lines: 2 - Line Number: 1	
Re	Line Number	Renewal Period Length	Renewal Period Unit
AL	1	12	Months
AL	2	12	Months
From 1 to 2 Total: 2			Show Lines: 10 Export to CSV

Business Terms

General Information

Renewal Period Length:

12

Renewal Period Unit: Months

Notification Days Prior to Expiration:

180

Effective Date:

09/15/2026

Expiration Date:

09/14/2027

Inactive Line:



Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending

Document Navigator  9/2023

Renewal Period		Total Lines: 2 Line Number: 2		
Re	Line Number	Renewal Period Length	Renewal Period Unit	
AL	1	12	Months	
AL	2	12	Months	
From 1 to 2 Total: 2			Show Lines: 10 ▾	Export to CSV

Business Time

General Information

Renewal Period Length:

12

Renewal Period Unit: Months ▼

Notification Days Prior to Expiration:

180

Effective Date:

09/15/2027

Expiration Date:

09/14/2028

Inactive Line:



View All 1 of 3 | Document submitted successfully - Pending Approval

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending

Document Navigator ☒ 8/2023

Authorized Department			Total Lines: 1	Line Number: 1	Department: 340	Department Name:
Line Number	Department	Department Name	Spending Limit	Total Ordered Amount		
1	340	Human Resources	\$0.00	\$0.00		
From 1 to 1 Total: 1			Show Lines:	10	Export to CSV	

Vendor

General Information

Department: No Limit: ☒
 Human Resources Active: ☒
 Spending Limit: Exclude Department: ☐
 Total Ordered Amount:
 Total Expended Amount:
 Available Amount:

View All 1 of 3 | Document submitted successfully - Pending Approval

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending

Document Navigator  9/2023

Vendor		Total Lines: 1	Vendor Line: 1	Vendor Customer: VS0000029243	Legal Name
Vendor Line	Vendor Customer	Legal Name	Not to Exceed Amount	Total Ordered Amount	
1	VS0000029243	BENCOR, Inc.		\$0.00	
From 1 to 1 Total: 1			Show Lines: 10	Export to CSV	

Vendor

General Information

Vendor Customer:	Vendor Contact ID:
VS0000029243	PC0000000003
Legal Name:	Vendor Contact Name:
BENCOR, Inc.	Kurt Miller
Alias/DBA:	Vendor Contact Phone:
U.S. BENCOR/MidAmerica	941-366-2779
Address Code:	Vendor Contact Phone Ext.:
AD0000000003	
2 N Tamiami Trl	Vendor Contact Email:
Ste 602	
Sarasota	Vendor Type: Primary
FL	Master Agreement Code:
34236-5559	KMA
USA	Master Agreement Department:
Vendor Preference Level:	680
99	Master Agreement ID:
Vendor Line Discontinued:	23084
<input type="checkbox"/>	

Thresholds

Not to Exceed Amount:	Escalation Percentage:
Total Ordered Amount:	Unit Price Decimal Places:
\$0.00	6
Total Expended Amount:	
\$0.00	
Available Amount:	
Not to Exceed:	
<input type="checkbox"/>	

Discount Information

Percentage 1:	Days 1:	Discount Always 1:	No
Percentage 2:	Days 2:	Discount Always 2:	No
Percentage 3:	Days 3:	Discount Always 3:	No
Percentage 4:	Days 4:	Discount Always 4:	No

[View All](#) 1 of 3 | Document submitted successfully - Pending Approval

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending

Document Navigator 2023

Business Type		Line: 1 Business Type ID: 99					
Re	Line	Business Type ID	Business Type	Certification Start Date	Certification End Date	Active	
Al	1	99	Purchasing Vendor-Load VSS	04/26/2023		Yes	
Al	From 1 to 1 Total: 1				Show Lines: 10 ▼	Export to CSV	

Vendor

Business Type

Co Business Type ID:
99

Co Business Type:
Purchasing Vendor-Load VSS

Te Certification Start Date:
04/26/2023

Av Certification End Date:

St Active:

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Draft

Document Navigator 3/2023

Commodity		Total Lines: 1		Commodity Line: 1		Commodity: 95839			
Re	Commodity Line	Commodity	CL Description	Unit	Unit Price	Service Contract Amount	Discount Percentage		
Aut	1	95839	401a - Special Pay Plan - RFP		\$0.00	\$100,000.00	0.00%		
Aut	From 1 to 1 Total: 1						Show Lines: 10	Export to CSV	

General Information

CL Description: 401a - Special Pay Plan - RFP

Commodity: 95839

Financial Management Services

Line Type: Service

Quantity: 0.00000

Unit:

Unit Price: \$0.00

Catalog:

Discount Percentage: 0.00%

List Unit Price: \$0.00

Discounted Unit Price:

\$0.00

Discount Effective From:

Discount Effective To:

Leased Item:

Mandatory:

Lock Catalog List Price:

Lock Order Specs:

Fixed Asset:

Allow Promotional Pricing:

Inactive Line:

Vendor Preference Level: 99

Comm Line Discontinued:

Shipping Charge:

Commodity Specs:

The 401(a)-county plan is a tax-savings and budget deduction proposal that is financed by contributions from both the employer and the employee's sick and

Extended Description:

Service Contract Amount: \$100,000.00

Service From: 09/15/2023

Service To: 09/14/2026

T & C Template:

Tax Profile:

Total Tax Amount:

\$0.00

Line Total Amount:

\$100,000.00

Item Sub Total Amount:

\$100,000.00

Number of Attachments:

0

Reference Information

Ref Doc Code: CRQM
Ref Doc Dept: 340
Ref Doc ID: 04102300000000000350
Ref Vendor Line: 0
Ref Commodity Line: 1
Ref Type: Final

Tracking Number:
Solicitation Document Code:
Solicitation Department:
Solicitation Number:
Solicitation Commodity Group Number:
Solicitation Commodity Line Number:

Additional Information

Total Ordered Item Quantity:	Total Ordered Service Contract Amount:	Not Renewed:
0.00000	\$0.00	<input type="checkbox"/>
Total Expended Item Quantity:	Total Expended Service Contract Amount:	
0.00000	\$0.00	
Available Item Quantity:	Available Service Contract Amount:	
	\$100,000.00	
Invoiced Quantity:	Invoiced Service Contract:	
0.00000	\$0.00	

Shipping & Billing

Shipping Location:

Ship Additional Information:

Shipping Method:

Free On Board:

Delivery Type:

Billing Method: BILL

Telephone: (561) 355-2912
Board of County Commissioners
Palm Beach County Finance Dept.
P.O. Box 4036
West Palm Beach
FL
33402-4036
USA

Bill Additional Information:

Specifications

Detail Instructions:

Packing:

Hazardous Materials:

Special Handling:

Additional Handling Info:

Manufacturer:
Mfr Part Number:
Product/Category:
Model Number:
Drawing Number:
Piece Number:
Serial Number:
Specification Number:
Size:
Color:
Material Safety Data Sheet:
No
Warranty Type:
External Item ID:
Recycled Content:
Recycled Content Description:

Minimum Post Consumer Content %:

Tolerance Information

Underage Tolerance Quantity: Overage Tolerance Quantity: Underage Contract Amount: 0.00 Overage Contract Amount: 0.00

Tolerance Amount Under \$:

Tolerance Amount Over \$:

Tolerance Amount Under %:

Tolerance Amount Over %:

Under Unit Price: Over Unit Price: Under Unit Price %: Over Unit Price %:

Worksites

Worksite 1: %: Worksite 6: %: Worksite 2: %: Worksite 7: %: Worksite 3: %: Worksite 8: %: Worksite 4: %: Worksite 9: %: Worksite 5: %: Worksite 10: %:

Contract Master Agreement(KMA) Dept: 680 ID: 23084 Ver.: 1 Function: New Phase: Pending Modified by Iclavette, 08/29/2023

Award Details		Total Lines: 1	Line Number: 1
Line Number	Award Requires Performance/ Payment Bond	Reason for No Performance/ Payment Bond	Award Requires Insurance Policies
1	No		No

From 1 to 1 Total: 1 Show Lines: 10 Export to CSV

Authorized Unit

Additional Information

Award Method: <input type="text"/>	Award Contains MWBE Utilization Clause: <input type="checkbox"/>
Award Sub Method: <input type="text"/>	Target Utilization Pct: <input type="text"/>
Award Type: <input type="text"/>	Target Utilization Amt: <input type="text"/>
Award Class: <input type="text"/>	Compliance Criteria 1: <input type="text"/>
Award Closed Type: <input type="text"/>	Compliance Criteria Response 1: <input type="text"/>
Award Category 1: <input type="text"/>	Compliance Criteria 2: <input type="text"/>
Multi-Category: <input type="checkbox"/>	Compliance Criteria Response 2: <input type="text"/>
Award Category 2: <input type="text"/>	Compliance Criteria 3: <input type="text"/>
Award Category 3: <input type="text"/>	Compliance Criteria Response 3: <input type="text"/>
Award Category 4: <input type="text"/>	Compliance Criteria 4: <input type="text"/>
Award Category 5: <input type="text"/>	Compliance Criteria Response 4: <input type="text"/>
Response Number: <input type="text"/>	Compliance Criteria 5: <input type="text"/>
Out of Total Responses: <input type="text"/>	Compliance Criteria Response 5: <input type="text"/>
Location of Service: <input type="text"/>	Non Compliance Reason: <input type="text"/>
Location Zip: <input type="text"/>	Award Reason Code 1: <input type="text"/>
Award Region 1: <input type="text"/>	Award Reason Code 2: <input type="text"/>
Award Region 2: <input type="text"/>	Reduced Advertising: <input type="text"/>
Award Region 3: <input type="text"/>	Construction Related: <input type="checkbox"/>
Award Region 4: <input type="text"/>	Project/Contract Number: 23084
	Liquidated Damages Daily Charge: \$100,000.00
	Award Requires Performance/ Payment Bond: <input type="checkbox"/>
	Reason for No Performance/ Payment Bond: <input type="text"/>
	Award Requires Insurance Policies: <input type="checkbox"/>

Worksites

LP: <input type="text"/>	%: <input type="text"/>	Worksite 6: <input type="text"/>	%: <input type="text"/>
SBE: <input type="text"/>	%: <input type="text"/>	Worksite 7: <input type="text"/>	%: <input type="text"/>
GLP: <input type="text"/>	%: <input type="text"/>	Worksite 8: <input type="text"/>	%: <input type="text"/>
DBE: <input type="text"/>	%: <input type="text"/>	Worksite 9: <input type="text"/>	%: <input type="text"/>
Worksite 5: <input type="text"/>	%: <input type="text"/>	Worksite 10: <input type="text"/>	%: <input type="text"/>