

REQUEST FOR PROPOSALS (RFP)

VOLUNTARY RETIREMENT

PRODUCTS PROGRAM



WILLMAR PUBLIC SCHOOL DISTRICT ISD 347

RFP Release Date:	June 29, 2026
Deadline for Written Questions:	July 10, 2026
Proposals Opened	June 29, 2026 - July 24, 2026
Pricing Verification Site Visit	TBD
Committee Evaluation	November 5, 2026
Presentation (if needed)	TBD
District Award	January 1, 2027

Willmar Public School District ISD 347

Human Resources Department

611 5th Street SW

Willmar, MN 56201

ATTACHMENT A

Willmar Public School District
611 5th Street SW
Willmar, MN 56201

www.willmar.k12.mn.us
PHONE: (320) 231-8500
TDD: (320) 231-8504

Request for Proposals (RFP) Required Response Form EMPLOYEE BENEFITS MANAGEMENT SERVICES

This response must be submitted to Willmar Public School District ISD 347, Human Resources, 611 5th Street SW, Willmar, MN 56201, no later than 2:00 p.m. CDT on July 24, 2026. Responses are due and will be open at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 13, M.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this **REQUIRED RESPONSE FORM**, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

ITEMS TO BE RETURNED WITH PROPOSAL:

- Required Response Form – Attachment A (signature required)
- Fee Comparison Report – Spreadsheet

Note: In accordance with section 4.3, please submit the proposal for both options as follows:

Single Provider Proposal:

1. One (1) manually signed original
2. One (1) USB Flash Drives of complete proposal

One (1) of Two (2) Provider Proposal:

1. One (1) manually signed original
2. One (1) USB Flash Drives of complete proposal

Proposals to be delivered to:

Attn: Director of Human Resources
611 5th Street SW
Willmar, MN 56201

WILLMAR PUBLIC SCHOOL DISTRICT ISD 347

VOLUNTARY INVESTMENT PRODUCTS PROGRAM

Table of Contents

EMPLOYEE BENEFITS MANAGEMENT SERVICES	1
1.0 INTRODUCTION.....	5
2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES	6
3.0 EX PARTE COMMUNICATION.....	10
4.0 PREPARATION AND SUBMISSION REQUIREMENTS	11
5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION.....	13
6.0 TIME SCHEDULE	13
7.0 DISTRICTS RIGHTS AND RESERVATIONS	13
8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA	14
9.0 PROPOSAL EVALUATION PROCESS.....	28
10.0 CANCELLATION OF AWARD/TERMINATION	29
11.0 DEFAULT	30
12.0 LEGAL REQUIREMENTS.....	30
13.0 FEDERAL AND STATE TAX	36
14.0 CONFLICT OF INTEREST.....	37
15.0 INSURANCE REQUIREMENTS.....	37
16.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT.....	42
17.0 PUBLIC RECORDS LAW	43
18.0 PERMITS AND LICENSES	45
19.0 PUBLIC ENTITY CRIMES.....	45
20.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT	45
21.0 AGREEMENT	46
22.0 DISPUTE	46
23.0 DISCLAIMER	48
EXHIBIT 1	49

ATTACHMENTS:

- A. Required Response Form – Page 1 of 48

EXHIBITS:

- 1. Evaluation worksheet
- 2. Composite Federal Forms

Willmar Public School District ISD 347

RFP: VOLUNTARY RETIREMENT PRODUCTS PROGRAM

1.0 INTRODUCTION

1.1 Purpose

The purpose and intent of this Request for Proposals (“RFP”) is to seek proposals from interested, available, and qualified firms to provide a full array of 403(b) and 403(b)7 voluntary retirement savings programs with respect to product offerings, and local marketing and educational services to enhance investment choices presently offered to WPSD employees. The completed evaluation will identify a limited number of providers best able to administer and maintain a competitive range of products and services for the benefit of participants. Willmar Public School District ISD 347 desires to substantially increase participation in the program, while reducing costs for the voluntary retirement savings program members. Additionally, this effort will afford employees enhanced educational opportunities related to retirement and investment planning. The WPSD expects that all respondents will propose investment products with the lowest expenses relating to the services provided. Respondents will provide a clear explanation of how to accomplish this in their proposal. An agreement will then be entered for the selected firm (“Contractor”) to provide the described services for Willmar Public School District ISD 347 (“WPSD” or the “District”).

Simultaneously, the final carrier(s) chosen during this RFP will implement ROTH plans in accordance with the 2026 Secure Act 2.0 Update that requires ROTH Plan implementation for Legislation Compliance. The remaining carriers will offer 403(b), 403(b)7, and ROTH plans to WPSD employees. The ROTH plans will be available to WPSD employees beginning January 1, 2026.

1.2 General Information about District Schools

The District provides voluntary retirement plan services to approximately 850 active employees. The District currently contracts with U.S. OMNI & TSACG Compliance Services. U.S. OMNI & TSACG Compliance Services (OMNI/TSACG) is a privately held Florida based corporation founded solely for the purpose of providing retirement plan compliance and administration services to eligible employers in public school systems and colleges. OMNI/TSACG's experience with public school systems in the 403(b)/457(b)/401(a) arena was a key factor in our ability to develop the program, which is tailored to their special needs and work environment. This program, The Compliance Edge®, allows for the most

efficient method of computing and monitoring contribution guidelines in the industry. It is recognized as a significant improvement in this vital process. Employee awareness and educational materials utilized in this system are produced by OMNI/TSACG and are designed to enhance the perception and acceptance of this important employee benefit.

The administration of this Contract is a function of the District's Human Resource Services Department. All post-award communications shall be directed to Director, Human Resources. For more information about the District, please visit [Home - Willmar Public Schools - District 347](#) on the internet.

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES

2.1 Objective

Willmar Public Schools ISD 347 is seeking either a single provider plan or two providers for investments, education, and administrative services regarding its Internal Revenue Code "IRC" Sections 403(b), 403(b)(7), and 403(b) ROTH voluntary retirement savings plans with respect to Proposers, product offerings, and local marketing/educational services provided to its employees. The specific purpose of this competitive solicitation is to enhance the Tax-Sheltered Accounts and Deferred Compensation Programs presently offered to WPSD employees. The completed evaluation should identify a limited number of providers best able to administer and maintain a competitive range of products and services for the benefit of participants. WPSD desires to substantially increase participation in the present program, while onboarding 403(b) ROTH options for 2026. WPSD expects that all Proposers will propose investment products with the lowest expenses relating to the services provided. Proposers should make it clear how they plan to accomplish the goals outlined below in their proposal.

- **Enhancement of Programs:** Improve the existing retirement savings programs by incorporating a competitive range of products and services.
- **Increased Participation:** Substantially increase employee participation in the retirement savings plans.
- **Reduction in Fees:** Reduce plan fees and fund costs.
- **Introduction of ROTH Options:** Implement 403(b) ROTH and options by 2026.

2.2 Scope of Services

The scope of services listed below outlines the expectations for providers to execute the Voluntary Retirement Products Program for Willmar Public Schools ISD 347 (WPSD). Providers are expected to offer a comprehensive range of investment products, educational services, and administrative support to WPSD employees. This initiative aims

to enhance investment choices, increase employee participation in the retirement program, and provide valuable retirement planning education, all while ensuring compliance with relevant regulations. Additionally, providers are expected to propose solutions that minimize fees and costs associated with the retirement plans, ensuring the best value for WSPD employees.

2.2.1 Program Requirements

1. **Product Offerings:** Include a variety of retirement products such as 403(b), 403(b)7, and 403(b) ROTH plans.
2. **Compliance:** Ensure all products comply with federal and state regulations, including IRS guidelines and Minnesota state laws.
3. **Cost Efficiency:** Propose investment products with the lowest expenses related to the services provided.

2.2.2 Service Provider Responsibilities

1. **Enrollment Support:** Provide comprehensive support for employee enrollment, including educational materials, workshops, and one-on-one counseling sessions.
2. **Account Management:** Offer robust account management services, including online access, regular statements, and customer service support.
3. **Investment Advice:** Provide professional investment advice and portfolio management services to help employees make informed decisions about their retirement savings.
4. **Compliance and Reporting:** Ensure all plans are compliant with relevant regulations and provide regular reporting to WSPD on plan performance and participation rates.

2.2.3 Employee Education and Engagement

1. **Workshops and Seminars:** Conduct regular workshops and seminars to educate employees about retirement planning and the benefits of participating in the voluntary retirement products program.
2. **Communication:** Develop and distribute communication materials, including newsletters, emails, and brochures, to keep employees informed about their retirement options and any changes to the program.
3. **Online Resources:** Maintain a dedicated website with resources, tools, and calculators to help employees plan for retirement.

A. Performance Metrics and Evaluation

1. **Participation Rates:** Track and report on employee participation rates in the retirement plans.

2. Satisfaction Surveys: Conduct regular satisfaction surveys to gather feedback from employees and identify areas for improvement.
3. Plan Performance: Monitor and report on the performance of the retirement plans, including investment returns and fund performance.

B. Vendor Qualifications

1. Experience: Vendors must have a proven track record of providing retirement products and services to educational institutions or similar organizations.
2. References: Provide references from other clients, preferably within the education sector.
3. Financial Stability: Demonstrate financial stability and the ability to manage large-scale retirement programs.

C. Proposal Submission Requirements

1. Detailed Proposal: Submit a detailed proposal outlining the services offered, including a description of the retirement products, enrollment process, account management, and employee education initiatives.
2. Cost Structure: Provide a clear and transparent cost structure, including any fees associated with the retirement plans.
3. Implementation Plan: Outline a comprehensive implementation plan, including timelines, milestones, and key deliverables.

D. Additional Requirements

1. IRS Compliance Support: Provide support relative to IRS compliance responsibilities and help offset costs associated with administering the program and providing educational materials to eligible employees.
2. Record Keeping and Tax Reporting: Offer comprehensive record-keeping and tax reporting services, including processing and tracking earnings, distributions, and tax reporting.
3. Marketing and Educational Materials: Present all sales, marketing, and product-related materials for review and approval by WSPD before distribution.
4. Performance Information Access: Ensure employees have access to current product performance information, preferably through an online platform.
5. Minimum Participation Requirements: Maintain a minimum number of active participant contracts to retain the payroll slot, if applicable.
6. Electronic Fund Transfers: Agree to accept ACH transfer of funds and electronic transfer of corresponding data for payroll remittances.
7. Customer Service: Maintain a customer service office location in the Kandiyohi County area or provide a toll-free number for customer service during normal business hours in the Central Time Zone.

8. Compliance with Administrative Guidelines: Agree to comply with the administrative guidelines established by WSPD.

E. WSPD Will Follow These Procedures

1. Program Administration
2. Vendor Selection: WSPD will select approved vendors to offer various retirement products such as 403(b), 403(b)7, and 403(b) ROTH plans.
3. Contract Management: WSPD will manage contracts with selected vendors, ensuring compliance with all terms and conditions.
4. Employee Enrollment
 - a. Eligibility Notification: WSPD will inform all eligible employees about the availability of the voluntary retirement products program.
 - b. Enrollment Support: WSPD will provide resources and support to help employees enroll in the program, including access to vendor representatives and educational materials.
5. Payroll Management
 - a. Payroll Deductions: WSPD will facilitate payroll deductions for employees participating in voluntary retirement plans, ensuring that contributions are made on a pre-tax basis.
 - b. ROTH and Post-Tax Deductions: WSPD will also facilitate ROTH contributions and post-tax deductions for employees who choose these options.
 - c. Contribution Limits: WSPD will monitor contributions to ensure they do not exceed IRS limits.
6. Compliance and Reporting
 - a. Regulatory Compliance: WSPD and the contracted Third Party Administrator (TPA) will ensure that all retirement plans comply with federal and state regulations, including IRS guidelines.
 - b. Regular Reporting: WSPD will require vendors to provide regular reports on plan performance, participation rates, and compliance with regulations.
7. Employee Education and Engagement
 - a. Workshops and Seminars: WSPD will coordinate with vendors to conduct regular workshops and seminars to educate employees about retirement planning and investment options.
 - b. Communication Materials: Contractor will develop and distribute communication materials, that have been approved by WSPD, to keep employees informed about their retirement options and any changes to the program.
8. Performance Monitoring
 - a. Participation Rates: WSPD will track and report on employee participation rates in the retirement plans.

- b. Plan Performance: WSPD will monitor the performance of the retirement plans, including investment returns and fund performance.

F. Selected Providers Will Provide the Following Reports (non-manipulated)

Annual and Mid-Year reports containing key measures and results such as:

- Fee Comparison Report
- Investment Performance Report
- Service Quality Report
- Plan Features Report
- Comparison Report

Additionally, the selected Providers must produce the following deliverables within the stipulated timeframes:

2.3 Contract Term

The initial contract period will begin on or about January 1, 2027, and continue for a three (3) year period with an option to renew for four (4) additional one (1) year periods. Renewals shall be based on vendor performance and mutual agreement between WSPD and the Awarded Vendor to provide the identical services required under the Agreement as outlined herein and maintain the same terms, conditions, and cost structure as delineated herein. All renewals shall be in writing at least sixty (60) days before the termination of the current contract period.

2.4 Escalation Provision

At each renewal of the contract, WSPD will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the Consumer Price Index (CPS) request. The contractor must request an increase in writing prior to the renewal of the contract.

3.0 EX PARTE COMMUNICATION

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of Willmar Public School District ISD 347, Minnesota; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

4.0 PREPARATION AND SUBMISSION REQUIREMENTS

4.1

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

4.2

All proposals must be received no later than 2:00 p.m. (CDT), on Friday, July 24, 2026.

If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery to **Human Resources, 611 5th Street SW, Willmar, MN 56201**. Any proposal received after the stated time and date or at another location will not be considered.

4.3

One signed original, one (1) USB Flash Drives to be submitted of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: Voluntary Retirement Products Program" on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be marked as "ORIGINAL". Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by lineouts of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

NOTE: It is the sole responsibility of each respondent to ensure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drive will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

4.4

Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Questions or requests for clarification regarding this RFP shall be submitted to Liz Windingstad, Director of Human Resources in writing via e-mail at windingstade@willmar.k12.mn.us. The deadline for such questions or requests will be 4:00 p.m., CST on Friday, July 10, 2026 **unless otherwise extended in writing by the District**. Questions or requests for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District's clarification via issued Addenda, instead of Proposer's taking exceptions to any terms or conditions of this RFP within the submitted proposal.

4.5

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the District ample time to award the Contract for services specified in the proposal and this RFP. Concurrently with the delivery of the Proposer's proposal., the Proposer shall also irrevocably deliver a completed and properly signed **Required Response Form**. Upon completion of the award process and within three (3)

business days of the School Board's completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 16.0 of this RFP).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her of any obligations with respect to the proposal.

6.0 TIME SCHEDULE

The District will attempt to adhere to the time schedule reported on the cover page (Page 1. of the RFP solicitation document.

Inquiries regarding the status of the proposal must not be made prior to the posting of the award recommendation.

The District reserves the right to schedule the Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

7.0 DISTRICTS RIGHTS AND RESERVATIONS

- A. The District reserves the right to accept or reject any or all proposals.
- B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
- C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
- D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

- E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to is continue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.
- G. The District reserves the right to require presentations/interviews with the Highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective scheduled presentation/interview.

8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all the information in your proposal. **Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items and sub-items listed in this section may be considered non-responsive.**

8.1 REQUIRED RESPONSE FORM: Submit all required information completed and all signatures as specified. No points are assigned to this required item.

8.2 QUALIFICATION AND EXPERIENCE: (10 points)

1. General Information:

- a. State the name of your company and home office address.
- b. Include the name, address, phone number, and company title for the following contacts in the Provider Compliance Questionnaire:
 - 1) Home Office Marketing Officer for Minnesota
 - 2) Home Office Administration Officer for 403(b)/403(b)(7) Accounts
 - 3) Local Assigned “Agent of Record” (Service-based provider only)
 - 4) Up to two (2) local representatives, with FINRA CRD and MN insurance license numbers (Load Based only)

2. Subsidiary or Affiliate:

- a. Indicate whether your company is a subsidiary or affiliate of another company.

- b. “Affiliated” means owned by another company, owned by a common controlling shareholder or interest, or inter-tied by contracts such that it is under the dominion or influence of another company.
- c. If yes, provide the name of the parent company and explain the relationship(s) between the companies.

3. License Duration:

- a. State how long your company (not its parent company) has been licensed to do business.

4. Joint Venture:

- a. Indicate whether the services and products offered are provided under a joint venture arrangement.
- b. Describe the joint venture, its terms, and conditions, and whether your company and the other companies have been involved in similar joint ventures in the past.

5. Assets Administration (as of June 30, 2025):

- b. Provide the amount of assets your company administers in the following types of retirement plans:
 - 1) 403(b), 403(b)7, and 403(b) ROTH
 - 2) All defined contribution plans combined
- b. Identify the three largest 403(b)/403(b)7 plans administered by your company, as measured by the amount of assets administered by your company.
- c. Indicate both the assets administered by your company and the total assets with the employer (if multiple vendors).

6. Bond or Guarantee:

- a. State whether your company provides a bond or guarantee to protect the program, WPSD, and participants from any loss resulting from fraud or dishonesty by your employees or representatives.

7. Product Offering History:

- a. Indicate the number of years your company has offered 403(b), 403(b)7, and 403(b) ROTH products in Minnesota.
- b. Indicate the number of years your company has offered these products in the U.S.

8. K-12 School District Participation:

- a. State the number of K-12 School District program sponsors that participate in your 403(b), 403(b)7, and 403(b) ROTH products in Minnesota and the U.S.
- b. Provide the number of participants this represents.

9. References:

- a. Provide the name, address, and telephone number of the officers of at least two K-12 School District 403(b), 403(b)7, and 403(b) ROTH Program clients we may contact as references, preferably in Minnesota.

10. Additional Information:

- a. Include any other information or financial material that you feel is pertinent to your company.
- b. Label it as Attachment C.
- c. Please keep the volume of material to a minimum. Only relevant information is requested.

11. Investigation Disclosure:

- a. State whether your company or agents are currently or has been in the past two (2) years under investigation by any regulatory, licensing, or other governmental agency.
- b. If yes, please disclose the result or outcome of that investigation.

12. Financial Support:

- a. Detail any financial support (scholarships, sponsorships, campaign contributions, etc.) your firm has provided to WPSD and/or current School Board member(s), from 2014 to present.

8.2.1 Ratings and/or Years of Business:

1. Insurance Companies:

- a. The company must be rated by A.M. BEST in one of the four (4) top categories (A++, A+ Superior, A, A- Excellent) or in one of the four (4) top categories by KROLL, STANDARD & POORS, or MOODY'S.

2. Investment Management Company:

- a. Five (5) years of experience or greater with proven financial stability.

3. Brokerage Firm:

- a. Ability to show evidence of maintaining more than one thousand (1,000) employee client 403(b), 403(b)7, and 403(b) ROTH accounts.

8.2.2 Compliance:

1. Each company must provide adequate proof of compliance with IRS guidelines in the administration of employee accounts (Section 8.8 Compliance Questionnaire).

8.2.3 Experience:

1. Providers must be a current 403(b), 403(b)7, and 403(b) ROTH provider with at least five (5) employers and cover a minimum of 5,000 employees under these plans.

8.2.4 Licensing:

1. Each Proposer must be properly licensed to do business in the State of Minnesota for all product types represented.
2. Local investment representatives of the Proposers soliciting business with WPSD must have the licenses and credentials required for selling both insurance annuity and custodial account securities products.
3. Proof of Error and Omissions (E & O) coverage of \$1,000,000.00 per occurrence for each representative must be provided.
4. This coverage must remain current for all representatives that solicit or assist WPSD employees.
5. Proof of E & O coverage must be submitted in January of each year. Provide both Minnesota Insurance License numbers and CRD numbers, where indicated in the Compliance Questionnaire.
6. Providers must identify and maintain an Agent of Record (may be a home office contact) responsible for all additional representatives engaged in enrollment or service-related activities for the employees of the WPSD.
7. The Agent of Record will be responsible for communicating information to all authorized representatives under the Provider payroll slot.
8. Any breach of WPSD rules, County, State, or Federal laws on part of a Provider's representative must be resolved in a timely manner upon receipt of a formal complaint from the WPSD.

9. A written response to such a complaint must be filed within 30 days of receipt with the WPSD.

8.2.5 Local Office:

1. Service-fee-based Providers must maintain the ability to physically meet with a clients or upon request by the district. .
2. The WPSD will monitor contributions and limits for the participants annually.
3. If the WPSD determines that a provider or its representatives have repeated instances of excess deferrals, the company and/or representative risk removal from the authorized Provider list for the solicitation of new accounts.
4. The Provider or its representatives must not represent or imply that they are endorsed by, or work for, the WPSD, the Superintendent, or the County, or imply that they are endorsed by the Division of Retirement or Department of Insurance of the State of Minnesota, in either written or oral communications.
5. The Provider and its representatives must understand that the principal/worksites supervisor of each facility will determine when, where, and how access to employees during business hours will be given.

8.2.6 Education Presentations:

1. No-load or service-fee-based Providers, or their representatives, may give group presentations at central locations in the District.
2. These presentations must primarily provide education to WPSD employees on investment and retirement planning, rather than serve as a sales forum.

8.2.7 Data Sharing:

1. Participant information sharing with the Plan Sponsor and Plan Administrator must adhere to best practices as presented by the SPARK Institute, Inc.
2. Data sharing should occur in the prescribed format on no less than a monthly basis.

8.3 PRODUCT INFORMATION: (15 points)

All products for which information is being provided must be currently approved for sale in the State of Minnesota.

1. Which of the following types of investment options does your company offer for 403(b), 403(b)7, and 403(b) ROTH Programs? Confirm your proposal includes providing products and services for both the 403(b), and 403(b) ROTH Willmar Public School District.
2. Please indicate the number of separate investment products being offered in each category. Detail any offerings that do not meet the description of these categories.

	403(b)/403(b)7
Fixed Annuities	_____
Equity Index Annuity	_____
Variable Annuity	_____
Mutual Fund	_____
Stable Value Fund	_____

Submit sample contracts or custodial agreements for each product offered. Please include all materials under appropriate Exhibits (A, B, C, D, and E).

3. What contracts will need to be executed with WPSD to provide the products and services identified in your proposal? Identify all applicable contracts and agreements.
4. Do you require a minimum participant annual contribution? If yes, what is the minimum annual contribution?
5. Specific Product Disclosure Requirement. Proposers must complete the separate Product Disclosure Report (Exhibits Product Disclosure Report) for each product proposed for use in the 403(b), 403(b)7, 403(b) ROTH, 457(b), and 457(b) ROTH Programs. **Providers should make every effort to fully complete this section in the format presented for WPSD evaluation purposes.**

Responding to these questions below with “See Prospectus” is not acceptable.

Fund Line-Up. WPSD recommends that the fund line-up information be provided in a separate MS Excel file.

8.4 ADMINISTRATION, ENROLLMENT AND COMMUNICATION SERVICES: (15 points)

1. Fees and Charges

- a. Fully describe any additional ongoing fees and charges not included in the fees described in the Product Disclosures. These must include all asset-based charges, per-participant fees, or similar charges.
2. Local Service
 - a. Does your company maintain an office in Kandiyohi County or surrounding counties with personnel for the purpose of providing local service to WPSD employees? If yes, provide the address and phone number.
3. Use of Participant Information
 - a. Will your company agree that all names and information concerning participants or eligible employees will be used only for the WPSD's 403(b), 403(b)7, and 403(b) ROTH Programs purposes? The use of names for soliciting for other than program purposes will not be allowed.
4. ACH Transfers
 - a. Will your administrative systems accept ACH transfers of remittance funds and electronic data?
5. Administrative Safeguards
 - a. Describe the administrative safeguards you have established, whether procedural or by program, to ensure timeliness, accuracy, and confidentiality of records.
6. Ongoing Education and Enrollment Meetings
 - a. Describe the content of the ongoing education and enrollment meetings that your company would conduct. This description should be complete and includes all topics covered. Describe how these services would differ from other providers.
7. Website
 - a. Identify and describe your website. Identify any attributes of the site that may be customized for the WPSD.
8. Representative Training and Services
 - a. Describe in detail the training, background, specialized knowledge, and skills your home office company representatives or local representatives must possess or attain. What services will these people provide, other than the enrollment of participants? How many local representatives will your company commit to the service of WPSD employees? Please provide information on all proposed representatives to include experience in financial services, experience with WPSD employees, Insurance license number, and FINRA CRD#. Note: The Director of Human Resources reserves the privilege to exclude any representative from the authorized representative list.
9. Compensation of Representatives

- a. How are local representatives compensated?
 - _____ Commission
 - _____ Salary
 - _____ Combination
- 10. Handling Inquiries and Complaints
 - a. How will employee inquiries and complaints, if any, be handled? How will WPSD complaints be handled?
- 11. Toll-Free Number
 - a. Is a toll-free number available for participants to conduct financial transactions and account inquiries? If yes, what are the hours of operation?
- 12. Internet Access
 - a. Is Internet access available for participants to conduct financial transactions and account inquiries? If yes, provide the address of the website.
- 13. Increasing Participation
 - a. Please provide a description of how your firm would suggest increasing participation in these plans and what would be required of WPSD if your suggestions were to be adopted.
- 14. Service Commitment
 - a. Please describe the service commitment you have made in the past and what that would look like in the future. Please be as specific as possible.
- 15. Experience with Enrollment and Service
 - a. Please describe your company's experience with enrolling new participants and servicing existing clients. Please detail the service commitment you have made in the past and what that would look like in the future. Please be as specific as possible.
- 16. Communication Materials
 - a. Describe and provide samples of the communications materials (booklets, forms, brochures, Website) that will be provided, as required, for the 403(b), 403(b)7, and 403(b) ROTH.
- 17. Development of Communication Materials
 - a. Disclose whether your firm will develop all communications materials or if a subcontractor will be utilized for this service.
- 18. Development and Review Process
 - a. Describe how the communications materials will be developed and how the District will be included in the development and review process.
- 19. Web Enrollment System
 - a. Describe the web enrollment system that will be provided to enroll the District's employees. Provide sample screenshots. Does your firm have other

clients that currently utilize this system? If so, ensure that at least one of your client references utilizes your communications and web enrollment services.

20. Reporting Capabilities

- a. Provide a listing of all reports available to Employee Benefits staff to run as needed and ad hoc capabilities available.

21. Web Enrollment for Retirement Products

- a. Describe how your company will ensure the web enrollment system will be capable of enrolling all the voluntary retirement products. Verify that the system will be customized to meet the District's specific needs.

22. Development and Management of Web Enrollment System

- a. Disclose whether your firm will develop and manage the web enrollment system or if a subcontractor will be utilized for this service.

23. Product Promotion Restrictions

- a. Confirm that your firm will not sell or promote other products and services to District employees without prior written approval.

24. Financial Advisors' Role

- a. Confirm that the Financial Advisors will educate employees about the available products and that they will not try to influence employees to select any product.

25. Confirmation Statements

- a. Verify that employees can print confirmation statements when they have completed the online enrollment process. Provide a sample confirmation statement.

26. Edit Reports for Eligibility or Enrollment Gaps

- a. Provide a listing of all edit reports available to identify gaps in eligibility or enrollment.

8.5 RECORD KEEPING AND ACCOUNT MANAGEMENT SYSTEM: (10 points)

1. **Description and Duration**

- a. Provide a detailed description of your company's record-keeping system, including the duration of its existence. If your company subcontracts record-keeping services, identify the proposed subcontract party and respond to the following questions with input from and on behalf of the subcontract party.

2. Daily Valuation

- a. Indicate whether the record-keeping system utilizes daily valuation.

3. Plan Handling

- a. Confirm whether the record-keeping system can handle 403(b), 403(b)7, and 403(b) ROTH. Programs plans on the same platform. If different plan types are maintained on different platforms, indicate if there are plans to combine them into one platform and provide the date. If there are no plans to combine, explain the effect on participant accounts, such as statement form or timing, access issues, etc. Provide samples of combined plan reporting.

4. Money Source Tracking

- a. Confirm whether the record-keeping system can track two or more money sources (e.g., employer and employee funds). Provide samples of plan reporting for a plan that tracks two or more money sources.

5. Audit and SSAE 16 Compliance

- a. Confirm if an independent accounting company audits your record-keeping system controls and administrative procedures regularly. Confirm the frequency of the SSAE 16 audit and indicate if you are prepared to submit your most recent SSAE 16 audit upon request (please do not submit unless requested).

6. Administrative Procedures

- a. Describe your administrative procedures in working with the plan administrator (currently US OMNI & TSACG, Inc.) for distribution transactions. Address each type of distribution where approval is needed from the administrator.

7. ROTH 403(b) Provisions

- a. Describe your company's capabilities for making ROTH 403(b) available to participants, with provisions beginning January 1, 2026.

8. Account Manager and Support Staff

- a. Provide the name of the individual that will function as the Account Manager on a day-to-day basis and describe the support staff.

9. Problem Resolution

- a. Describe the steps your firm will take to ensure District staff can get resolution to problems in a timely manner.

10. Account Management Reports

- a. Describe and provide samples of the account management reports that will be provided to the District, as identified in Section 8.4(20).

11. Data Exchange Protocol

- a. Describe your firm's data exchange protocol, including HIPAA compliance and pre-scheduled deadlines.

12. Data Backup and Storage

- a. Describe your firm's data backup schedule and storage plan.

13. Data Exchange Categories and Timeframes

- a. Describe your firm's data exchange categories and timeframes with an existing client similar in scope to WPSD.

14. Viewing Information

- a. Describe the information that would be available to WPSD staff for viewing purposes.

15. Running Reports

- a. Describe the available running reports.

16. Schedule Adherence Safeguards

- a. Describe the safeguards in place to ensure exchanges adhere to a pre-determined schedule.

17. Customer Satisfaction Survey

- a. Describe the methodology, timing, and the role the District will have in the design and approval of the questionnaire included in the customer satisfaction survey.

8.6 ORGANIZATION AND KEY PERSONNEL: (10 points)

Identify the management and office support team that will be responsible for providing the required services. Detailed resumes are required for primary account manager and other key personnel who will be assigned to the District account. General information is required

for management/administrative personnel at the regional and corporate levels (if applicable). Indicate the specific individual who would serve as the day-to-day contact and be responsible for the operation of the overall program. Provide a staff plan of all personnel responsible for daily management of this account.

8.1 BROKERAGE AND CONSULTING SERVICES: (10 points)

Important: This RFP does not include the selection or replacement of voluntary retirement products. At the District's direction, the Administrator will issue separate RFPs for any product other than voluntary retirement products.

1. Describe your firm's experience in evaluating, monitoring, and recommending voluntary retirement products to your clients. Describe the process used to screen and select these products for your clients. What are your criteria?
2. Ensure that at least one of your client references utilizes your brokerage and/or consulting services.
3. Identify any participation requirements and whether the products would be guaranteed issue, etc.
4. Describe how your firm will work with the district concerning the product selection and renewal process, and the identification of new product offerings for consideration by the District.

8.7 CALL CENTER AND WEBSITE SERVICES: (10 points)

1. Provide the location, geographic regions covered, hours and days of operation and the size of the Call Center. What hours are the telephone lines staffed by customer service representatives?
2. Describe how your firm will attain and adhere to the customer service levels as required in Section 8.4(13).
3. Describe the services your Call Center will provide during the duration of the year.
4. Describe the access your customer service representatives will have to employee voluntary retirement plan records (enrollment, deductions, claims, etc.)
5. Describe the training program provided to customer service representatives (new hires and ongoing training). What reference tools will customer service

representatives use to ensure they are providing accurate information to District employees?

6. Acknowledge that your firm will accept e-mail inquiries from participants.
7. Describe the telephone system and all associated technologies utilized in your Call Center.
8. Describe the documentation your firm maintains on incoming calls.
9. Describe the call monitoring system used by your firm. Describe your firm's plans during peak periods.
10. Describe your firm's call tracking and resolution procedures.
11. Provide samples of any call center reports that will be provided to the District.
12. Describe, and provide screenshots of, the customer website that will be provided for employee access to their voluntary retirement information. Provide details and a listing of all services, information and forms available to employees through your website.
13. Describe how your firm protects the confidentiality of employee data held in its Call Center and websites.

8.8 COMPLIANCE SERVICES: (10 points)

1. Identify each of the compliance services that your firm will provide to the District, including the timing and any requirements of the District.
2. Provide samples of any compliance publications or communications your firm will prepare to ensure the District will remain compliant with pending or enacted regulations which affect the benefits administered by the Proposer.
3. Has your firm ever provided compliance or administrative services which resulted in one of your clients being fined or penalized by the IRS or other regulatory agencies? If so, provide descriptive information.

8.9 Existing Voluntary Retirement Employees: (10 points)

1. If this plan chooses a single provider, describe fully how your firm will transition the existing voluntary retirement employees to your administrative platform. Include details concerning the timing and content of any necessary communications and the timing of any data uploads needed from the current Administrator.
2. Describe the administrative platform the Proposer utilizes for these benefits' continuation services. Include details on any access to the system that will be afforded the District benefits staff and the continuants, including methods of access to the information. Provide samples of screen shots of the system to be used, and a listing of its functionalities.
3. Does your administrative platform provide automated date-tracking capabilities to ensure that your staff provides services in accordance with current 403(b), 403(b)7, and 403(b) ROTH regulations and their associated timelines? If so, describe the functionalities.
4. Describe the data that will be needed from the District, and any other sources, to enroll, bill and remit premiums.
5. Identify the team of employees that will be responsible for providing the required administrative services for the voluntary retirement programs.
6. Describe the premium payment options that will be available.

Interviews:

Interviews: Only those Proposers selected by the Committee to provide presentations/interviews will be eligible for points in this category, and the points awarded by the Committee will be in addition to points assigned in all other Evaluation Criteria. Once the Committee prepares a subtotal of the scores for the Evaluation Criteria in subsection 8.2 above, the Committee will determine if presentations/interviews are necessary with the top ranked firms. The Committee will decide, in its sole and absolute discretion, the number of top ranked firms to interview. The Proposers selected for the interviews under this section shall be notified in writing and shall be prepared to make its presentation to the Committee according to the schedule in section 6.0 above.

The Committee will determine a uniform set of parameters and information to be presented by the Proposer's that are selected. The Committee will also determine the number of points to be established for this category.

9.0 PROPOSAL EVALUATION PROCESS

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer's complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of the award.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options but will not necessarily be limited only to these options: (1) Award to the best initial proposal(s) without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer(s); or (3) Allow the top ranked Proposer(s) to make oral presentations.

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. If a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP because of any of the above-mentioned actions taken by the District.

10.0 CANCELLATION OF AWARD/TERMINATION

10.1 Cause

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District's notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

10.2 Convenience

The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Contract. Access to all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 11.6 of this RFP.

10.3 Breach of Contract

Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations.

10.4 FORCE MAJEURE

Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District's Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole or in part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

10.5

Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

10.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Contract (the "Transition Assistance"). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

11.0 DEFAULT

In the event that the Contractor breaches the Contract, the District reserves the right to seek all remedies in law and/or in equity.

12.0 LEGAL REQUIREMENTS

12.1

It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite **Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.**

12.2 Non-Discrimination

Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individuals shall, solely by reason of his / her actual or perceived identity with regard to race color, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics, be denied the benefits of, or being subjected to discrimination, or be denied access and services, under any provision of the Agreement.

12.3 Equal Opportunity

Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

12.4 Other Legal Requirements

All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification, or other authorization.

12.5 Representations and Warranties

12.5.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Minnesota. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

12.5.2 The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

12.5.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

12.5.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

12.5.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

12.6 Miscellaneous

The Contract to be awarded pursuant to this RFP shall be further governed by the following:

12.6.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Minnesota and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Kandiyohi County, Minnesota.

12.6.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

12.6.3 Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.

12.6.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

12.6.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 3.736, Minnesota Statutes. Except as otherwise provided by Minnesota Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

12.6.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

12.6.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

12.6.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

12.6.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

12.6.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

12.6.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

12.6.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

12.6.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

12.6.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith:

If to District:

Willmar Public School District ISD 347

611 5th Street SW

Willmar, Minnesota 56201

Phone: (320) 231-8500

Attn: Director of Human Resources

Notwithstanding the foregoing, the parties agree that all communication relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoice and any reports to be provided by Contractor as part of the services.

12.6.15 Gratuities and Kickbacks: Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly,

any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District not to accept gifts, gratuities, or favors of any kind or of value whatsoever from vendors, members of the staff, or families. 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 the 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 the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

12.6.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

- First, to any executed Contract resulting from the award of this RFP;
- Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
- Third, the RFP, and
- Last, the awardee's Proposal.

12.6.17 Employment Eligibility Pursuant to the provisions of Minnesota State Law, the parties agree to the following: for purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

1. The District, the contractor, and any of the Contractor's subcontractor(s) shall register with the use of E-Verify system to verify the work authorization status of all newly hired employees. The district, the Contractor and the Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - a. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
 - b. Authorized Personnel
 - 1) The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes 181.995, shall terminate the contract with the person or entity.
 - 2) If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - 3) A contract terminated under subparagraph 1. Or subparagraph 2. It is not a breach of contract and may not be considered as such.
3. The District, Contractor, or any Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (3) no later than 20 calendar days after the date on which the contract was terminated.
4. If the District terminates the agreement with Contractor under paragraph (3), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.
5. The Contractor is liable for any additional costs incurred by the district as a result of the termination of the contract.

13.0 FEDERAL AND STATE TAX

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or

contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor's doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

14.0 CONFLICT OF INTEREST

Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District's employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when Contractor Submitted its response to the RFP.

14.1 NON-COLLUSION STATEMENT/PUBLIC DOMAIN

I, the Proposer, attests that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

15.0 INSURANCE REQUIREMENTS

15.1

Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

15.2 Workers' Compensation/Employers Liability

The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

1. The vendor/contractor insurance, or self-insurance, shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Minnesota by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Minnesota Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Minnesota Workers' Compensation Act, where appropriate, coverage shall be included for the Federal Employers' Liability Act and any other applicable federal or state law.

The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

2. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Minnesota Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

3. The vendor/contractor may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Minnesota Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under M.S 176.041, Subd. 1(4).

15.3 Commercial General Liability

The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

1. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Minnesota by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Minnesota, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.
 - a. The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.
 - b. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.
2. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

3. The vendor/contractor shall include the Willmar Public School District ISD 347, Minnesota, and its members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the Willmar Public School District ISD 347, Minnesota, and its members, officials, officers and employees as

additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Minnesota by the Insurance Services Office.

4. The vendor/contractor shall pay on behalf of the Willmar Public School District ISD 347, Minnesota, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the Willmar Public School District ISD 347, Minnesota, or its member, official, officer or employee for which the Willmar Public School District ISD 347, Minnesota or its member, official, officer or employee is insured as an additional insured.

15.4 EVIDENCE OF INSURANCE

Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

As evidence of compliance with the required Workers’ Compensation and Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of the Willmar Public School District ISD 347, Minnesota, identify this Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days’ written notice prior to cancellation.

1. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the vendor/contractor shall furnish the District with:
 - a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Willmar Public School District ISD 347, Minnesota and its members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage.

- b. An original copy of the policy (or policies) upon reasonable request by the District.
- c. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
- d. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

15.5 INSURERS QUALIFICATIONS/REQUIREMENTS

- 1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:
 - a. Authorized by a subsisting certificate of authority issued by the State of Minnesota to transact insurance in the State of Minnesota, or
 - b. An eligible surplus lines insurer under Minnesota Statutes. (Except with respect to coverage for the liability imposed by the Minnesota Statutes).
- 2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.
- 3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

15.6 Primary and Non-Contributory

The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Willmar Public School District ISD 347, Minnesota, and its member, official, officer or employee.

15.7 Additional Remedy

Compliance with the insurance requirements of this Agreement shall not limit the liability of the vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the Willmar Public School District ISD 347, Minnesota, or its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

15.8 District Approval:

Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.

16.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

16.1

The Contractor shall, in addition to any other obligation to indemnify Willmar Public School District ISD 347, Minnesota, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

16.2

Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractors will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

16.3

The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

16.4

Except as may otherwise be expressly set forth herein, each party shall be responsible for paying its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

16.5

This article will survive the termination of the Contract.

17.0 PUBLIC RECORDS LAW

Pursuant to Minnesota Statutes Chapter 13, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other

materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 13, Minnesota Statutes, unless otherwise exempt under Minnesota law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 13 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Minnesota's Public Records Laws, Chapter 13, Minnesota Statutes. Contractor understands the broad nature of these laws and agrees to comply with Minnesota's public records laws and laws relating to record retention. In compliance with section 13.03, Minnesota Statutes, Contractor agrees to:

1. Keep and maintain public records required by the District in order to perform the service.
2. Upon request from the District's custodian of public records, provide the District 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 the Chapter 13, Minnesota Statutes or as otherwise provided by law.
3. 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 Agreement term and following completion of the Agreement if the contractor does not transfer the records to the District.
4. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, at the request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Minnesota's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Minnesota's public records laws and also timely provide a certified copy of such

protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 13, Minnesota Statutes.

18.0 PERMITS AND LICENSES

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include – but are not limited to: Minnesota incorporation requirements; business licensing at the State level as well as the City Willmar (Kandiyohi County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

19.0 PUBLIC ENTITY CRIMES

19.1

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

19.2

The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

20.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

20.1

The Contract or agreement is personal to the parties herein and may not be

assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

20.2

The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

21.0 AGREEMENT

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after the award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

22.0 DISPUTE

22.1

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Director of Human Resources or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after RFP opening or after recommendation of award [or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (CDT) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate.

If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (CDT) on the next District workday. Protests shall be presented with specificity, and every issue shall be fully documented.

22.2

The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

22.3

The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

22.4

All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

22.5

The Minnesota Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

22.6

The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

22.7

The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

22.8

The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

22.9

Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operating date for the notice requirement shall be the date the specifications were obtained by the proposer but no later than 10 days prior to the date of bid opening or proposal due date.

23.0 DISCLAIMER

Except as expressly set forth in this RFP, all figures presented herein (i.e., square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

EXHIBIT 1

VOLUNTARY RETIREMENT PRODUCTS PROGRAM RFP MEMBER EVALUATION WORKSHEET

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Comments	Total Points
A. Required Response Form (Attachment A) Provide your assessment of the Proposer's response to the following evaluation criterion elements: All Criterion elements as described in Section 8.0 of the RFP	No Points are assigned to this required item.		
B. Qualification and Experience Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP.	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
C. Production Information Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP.	(Total points 15) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
D. Administration, Enrollment, and Communication Services Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 15) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
E. Recordkeeping System and Account Management Services Provide your assessment of the Proposer's response	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets		

to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	2=Unacceptable 0=Not Provided		
F. Organization and Key Personnel Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
G. Brokerage and Consulting Services Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
H. Call Center and Website Services Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
I. Compliance Services Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
J. Existing Voluntary Retirement Employees Provide your assessment of the Proposer's response to the following evaluation criterion elements: All criterion elements as described in Section 8.0 of the RFP	(Total points 10) General Guidelines 10=Far Exceeds 8=Exceeds 5=Meets 2=Unacceptable 0=Not Provided		
TOTAL POINTS			100

Committee Member Printed Name and Signature

Date

Respondent