



Robert Johnson, Esq.

## Office of Purchasing and Supply Services

Facilities Administration Building (FAB)

13300 Old Marlboro Pike, Room 20

Upper Marlboro, MD 20772

301-952-6560 Fax: 301-952-6605

November 26, 2018

Omni Financial Group, Inc.  
1099 Jay Street, Building F  
Rochester, NY 14611  
Tel: 877.544.6664 Ext. 103  
Contact: Robert McLean, President and Chief Executive Officer  
Email: [rmclean@omni403b](mailto:rmclean@omni403b)

**SUBJECT: RFP 011-19 Third Party Administration Services for Third Party Administration Services for 403(b) and 457(b) Retirement Plans**

Dear Mr. McLean:

Omni Financial Group, Inc. (OMNI) has been selected as the vendor to provide services in accordance with the above-mentioned RFP 011-19. This contract sets forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **OMNI Financial Group, Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

### CONTRACT TERM

The term of the contract will be from January 1, 2019 to December 31, 2024.

### CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

No Cost, Per Year

### OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

**THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

**THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a Purchase Order issued by the purchasing agent.

**INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**

The successful respondents accept this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

**PERFORMANCE/PAYMENT BONDS (N/A)**

The successful Respondent shall submit payment and performance bonds, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (COMAR 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award WITHIN TEN (10) BUSINESS DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

**AVAILABILITY OF FUNDS**

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **RFP 011-19** for all applicable terms and conditions.

**CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE**

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPSS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPSS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background

checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **RFP 011-19** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

  
SIGNATURE 11/29/18  
DATE

  
SIGNATURE 12/7/18  
DATE

Robert F. McLean, II  
NAME

Robert Johnson, Esq.  
NAME:

PRES/CEO  
TITLE

Director, Purchasing & Supply Services  
TITLE

THE OMNI GROUP  
FIRM

FOR THE BOARD OF EDUCATION  
OF PRINCE GEORGE'S COUNTY  
UPPER MARLBORO, MARYLAND 20772

**CONTRACT PRICING**

**RFP 011-19 Third Party Administration Services**

Item Description	Proposed Fee
Third Party Administration Services	No Cost, Per Year

OMNI will provide the 403(b) services at no cost upon enrollment in OMNI's Preferred Provider Program (P3). P3 providers have agreed to pay OMNI's administrative fee of \$36.00 per actively contributing participant per year. Notably, OMNI does not charge clients or vendors for participants that are not actively contributing. OMNI pricing is not based on number of providers.

This contract is all-inclusive and for the full range of services detailed throughout OMNI's response to the RFP. Fees are guaranteed for the life of the contract.

**Proposed Fee Schedule:**

Set-Up/Implementation /Fees: None  
Travel and Expenses: None  
Educational Fees: None  
Plan Document Fees: None  
Plan Amendment Fees: None  
IRS Audit Support Fees: None  
Plan Transaction Fees: None  
Administration Fees: None

