



Procurement Department

1577 Dam Site Road

Conroe, Texas 77304

REQUEST FOR PROPOSAL

RFP #25-0015-A

Retirement Investment Advisor and Consulting Services

Issue Date: November 18, 2024

Response Due Date and Time (CST):

December 18, 2024 @ 11:00 a.m.

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INTRODUCTION

The San Jacinto River Authority seeks to enter into an agreement with a qualified individual, firm or corporation (Respondent) with substantial and relevant experience and expertise to provide Retirement Investment Advisor and Consulting Services.

The successful Respondent must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

DEFINITIONS

The following definitions shall be used to identify terms throughout this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Consultant to furnish the services specified within this solicitation and obligating SJRA to pay for the services as specified. This may be an authorized purchase order.

B. BOARD OF DIRECTORS

The governing Board of the San Jacinto River Authority, given the authority to exercise such powers and jurisdiction of all Authority business as conferred by the State Constitution and Laws.

C. CONSULTANT

The successful Respondent of this request. A person or business enterprise providing services to SJRA as fulfillment of obligations arising from an agreement pursuant to this request; the successful Respondent of this request.

D. E-MARKETPLACE SYSTEM

SJRA's hosted software solution offering automatic notifications of posted Solicitations, questions and answers, and addendum. The System also allows for Respondent's to upload required documents electronically.

E. PIGGYBACK CONTRACT

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with SJRA.

F. PURCHASE ORDER

A purchase order records the financial obligation of SJRA to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the General Manager or Board of Directors.

G. RESPONSE/PROPOSAL

A complete, properly signed and submitted response to this solicitation.

H. RESPONDENT

The Individual or Firm responding to this solicitation that consider themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to SJRA.

I. SAN JACINTO RIVER AUTHORITY (SJRA)

A conservation and reclamation district of the State of Texas with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304; same as SJRA; same as Authority.

J. SOLICITATION

This Request for Proposal document issued by SJRA containing terms, conditions and specifications for the services to be procured.

NOTICE TO RESPONDENTS

A. NOTICE

All proposals are due on or before **11:00 a.m. (CST) on December 18, 2024. Solicitations are posted and available to download from**

[Brazos Valley e-Marketplace System \(Ionwave\) Current Solicitations](#)

Respondents may receive notice of proposals from SJRA from variety of channels. Approved methods of dissemination include: the Brazos Valley e-Marketplace (Ionwave), the San Jacinto River Authority website or the SJRA Procurement Department. The receipt of solicitations through any other means may result in the receipt of incomplete solicitation documents or addenda which could ultimately render your proposal non-compliant. SJRA accepts no responsibility for the receipt or notification of solicitations through any other source.

B. RECEIPT OF PROPOSALS

1. Electronic Proposals. Electronic proposals shall be submitted through the Brazos Valley e-Marketplace (Ionwave) site at: [Brazos Valley e-Marketplace \(Ionwave\) Login](#). All interested Respondents are required to register as a “supplier” at the above web address and clicking on “Supplier Registration”. Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic proposals must be received prior to the time and date specified in the Brazos Valley e-Marketplace (Ionwave) System. The mere fact that the proposal was dispatched will not be considered; the Respondent must ensure that the proposal was properly uploaded in the System. The time proposals are received shall be determined by the electronic clock in the e-Marketplace System.

2. Public Acknowledgement. SJRA shall receive, publicly open, and read aloud the names of the Respondents submitting sealed Proposals (hard copy and electronic) at 1577 Dam Site Road, Conroe, Texas 77304. Information contained in the Proposals will not be disclosed until after the award of the Contract.

C. QUESTIONS AND INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing electronically to

the point of contact in SJRA's e-Marketplace System.

The deadline for written questions is **December 6, 2024 @ 5:00 p.m. (CST)**. This deadline has been established in order to provide adequate time for SJRA staff to prepare responses to questions from Respondents to the best of their ability in advance of the due date and time.

Respondents shall not attempt to contact SJRA Board members, SJRA staff or Management directly about this RFQ from the date of release until award of the Contract. SJRA intends to respond to all appropriate questions or concerns; however, SJRA reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted on the e-Marketplace System. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

D. ANTICIPATED SCHEDULE OF IMPORTANT DATES

SJRA will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP	November 18, 2024
Pre-Proposal Conference (Optional)	@ 10:00 a.m. (CST), December 3, 2024
Deadline for Questions and Inquiries	by 5:00 p.m. (CST), December 6, 2024
Addendum Posting	by 11:00 a.m. (CST), December 11, 2024
RFP Due Date	by 11:00 a.m. (CST), December 18, 2024
Optional Interviews	February 2025
Earliest Award by SJRA	February/March 2025

E. PRE-PROPOSAL CONFERENCE (Optional)

A virtual pre-proposal conference will be held via Microsoft Teams on December 3, 2024, 10:00 a.m. (CST). Respondents interested in participating must submit a request for information to participate.

STANDARD TERMS AND CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the Board of Directors, or their designee, this Proposal affects a working agreement between SJRA and the successful Consultant. An official SJRA Purchase Order is required prior to the delivery of any services provided to SJRA.

B. ABSENCE OF PURCHASE ORDER OR AGREEMENT

SJRA is not responsible for delivery of any services, commodities or equipment without an official SJRA Purchase Order.

C. ADVERTISING AND PUBLICITY

Consultant shall not advertise or otherwise publicize, without SJRA's prior written consent, the fact that SJRA has entered into the Agreement, except to the extent required by applicable law.

D. ADDENDA

If it becomes necessary to revise any part of this proposal, prior to the due date and time, a written addendum will be available via the Brazos Valley e-Marketplace System (Ionwave), **December 11, 2024 @ 11:00 a.m. (CST)**. SJRA is not bound by any oral representations, clarifications, or changes made in the written specification by SJRA's employees, unless such clarification of change is provided to Respondents in written addendum form from the Purchasing Department.

It shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall acknowledge receipt of each addendum with signature and date and return with completed Proposal.

E. AMENDMENTS

Following the Contract award, *additional* products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to the successful Consultant to provide a proposal on the *additional* products and/or services and shall submit proposals to SJRA as instructed. All prices are subject to negotiation. SJRA may accept or reject any or all pricing proposals and may issue a separate RFP for the products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the scope of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Texas Water Code, Chapter 49.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status or political affiliation in consideration for an award.

G. CERTIFICATION

This solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish the name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's offer.

H. CODES, PERMITS, LICENSES

Consultant shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Consultant shall be responsible for obtaining all necessary permits, certificates, and/or licenses to fulfill contractual obligations to SJRA.

I. COLLUSION

Advanced disclosures of any information to any particular Respondent which gives that particular Respondent any advantage over any other interested Respondent in advance of the opening of proposals, whether in response to advertising or an informal solicitation, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular proposal solicitation or request.

J. COMMUNICATION

To ensure the proper and fair evaluation of this proposal, SJRA prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to SJRA Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and SJRA will be initiated by the appropriate SJRA Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation, and/or any future solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed to the point of contact listed in the Brazos Valley e-Marketplace (lonwave).

K. DISCLOSURE OF CONTENTS

At the due date and time there will be no disclosure of contents of any Proposal to competing Respondents, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Respondent identifies as proprietary, all Proposals will be open for public inspection after the contract award.

L. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to SJRA. Also provided in lonwave.

M. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the Board of Directors before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to SJRA.
2. The copy of Form 1295 submitted to SJRA must contain the unique certification number from the TEC. The form must be filed with SJRA pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to SJRA.
3. SJRA, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date SJRA receives the disclosure of interested parties from the business entity.

N. DISCLOSURE OF LITIGATION

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

O. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the proposal. Any deviations or exceptions are subject to review by SJRA and may deem the proposal disqualified or non-responsive. If no exceptions are stated, it will be understood that all standard terms and conditions and specific requirements will be complied with, without exception.

P. FORMS

All Responses must be submitted on the form(s) as required by SJRA and accompanied by all required attachments.

Q. FUTURE EMPLOYMENT AND CONTRACTING

Any director, officer, investment officer, or employee of SJRA who, during his or her period of service or employment with SJRA, participated in a procurement or contract negotiation involving a person, firm, association, or corporation, is prohibited by law from accepting employment from that person, firm, association, or corporation before the second anniversary of the date service or employment with SJRA ceased. Further, a former director is prohibited by law from contracting with SJRA before the first anniversary of the date the director’s service with SJRA ceased.

R. GIFTS

SJRA may, by written notice to the Respondent, disqualify the Respondent without liability if it is determined by SJRA that any gift or thing value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the Respondent or any agent or representative of the Respondent to any officer or employee of SJRA with the intent of influence such officer or employee as a reward for any decision, opinion, recommendation, securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement.

S. INDEPENDENT CONTRACTOR

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of SJRA. Consultant shall not be within protection or coverage of SJRA's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that SJRA, from time to time, may have in force.

T. INSURANCE REQUIREMENTS

SJRA's insurance requirements are provided in Exhibit A.

U. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from solicitations awarded by SJRA, with the consent and agreement of the successful Consultant(s) and SJRA. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Respondent's response to this Solicitation. However, all parties indicate their understanding, and all parties hereby expressly agree that SJRA is not an agent of, partner to or representative of those outside agencies or entities and that SJRA is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

V. INTERPRETATION OF PROPOSALS

SJRA reserves the right to adopt the most advantageous interpretation of the Proposals submitted in the case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities. SJRA reserves the right to ***reject any or all Proposals***, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Respondent if SJRA believes that it would not be in the best interest of the Project to make an award to that Respondent, whether because the Proposal is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by SJRA.

W. MISSTATEMENTS

Material misstatements in the material submitted for evaluation may be ground for rejection of Respondent's Proposal on this project. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the Respondent will be liable to SJRA for any additional costs or damages to SJRA resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

X. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Consultant shall be sent to the address

specified in the Respondent's Proposal or at such other address as a party may notify the other in writing. Notices to SJRA shall be addressed to: San Jacinto River Authority, Purchasing Office, 1577 Dam Site Road, Conroe, Texas 77304 and marked to the attention of the Purchasing Manager.

Y. PAYMENT TERMS

1. Tax Exempt Status:

SJRA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. SJRA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Consultant will not charge for such taxes. If billed, SJRA will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to San Jacinto River Authority, Accounts Payable, PO Box 329, Conroe, TX 77305, or emailed directly to Accounts Payable at AP@sira.net and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Consultant's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. SJRA will pay Consultant within thirty days after performance of services was completed, or the day of receipt of a correct invoice for the services, whichever is later. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by SJRA in the event: (a) there is a bona fide dispute between SJRA and Consultant concerning the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents SJRA from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning services provided, which caused the payment to be late; or (d) the invoice is not mailed to SJRA in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Right To Audit:

The Consultant agrees that the representatives of SJRA shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Consultant related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that SJRA has brought to the attention of the Consultant are resolved, whichever is longer. The Consultant agrees to refund to SJRA any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line-item charges shall be permitted for

invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges unless expressly agreed to in advance and in writing. Consultant further certifies that the prices in the proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. Price Warranty:

The Respondent warrants the prices quoted are not materially higher than the current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, SJRA may deduct from any amounts owed to the Consultant, or otherwise recover any amounts paid for items materially in excess of the Consultant's current prices on orders by others for like deliverables under similar terms of purchase.

7. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the original RFP and resulting Services Agreement and Purchase Order. All travel expenses are subject to review by SJRA, and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

Z. PERSONAL INTEREST

No officer, employee, independent consultant, or appointed official of SJRA who engages in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

AA. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

BB. PROHIBITED RESPONDENTS

1. SJRA will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.

5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

CC. PROTEST PROCEDURES

1. Respondents are advised that protests of specifications, terms, conditions or any other aspect of this solicitation must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Purchasing Agent.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - a. The name, address and telephone number of the protestor.
 - b. The signature of the protestor or protestor's representative.
 - c. The solicitation or contract number.
 - d. A detailed statement of the legal and/or factual ground of the protest.
 - e. The form of relief/result requested.
3. Protests shall be mailed to the Purchasing Department, 1577 Dam Site Road, Conroe, TX 77304, Attention: Purchasing Manager. Award will be made in the best interest of SJRA.

DD. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. SJRA assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

EE. RECEIPT OF PROPOSALS

Proposals must be received by SJRA prior to the time and date specified. The time proposals are received shall be determined by the system time in the e-Marketplace System. Please note that SJRA is not responsible for high internet traffic/demand at or near the time the

response packages are due and that Respondents submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

FF. REIMBURSEMENTS

There is no expressed or implied obligation for SJRA to reimburse Respondents for any expenses incurred in preparing proposals in response to this solicitation and SJRA will not reimburse Respondents for these expenses, nor will SJRA pay any subsequent costs associated with the provision of additional information or presentation, or to procure a Contract for these services.

GG. REPRESENTATIONS AND RESPONSIBILITIES

By submitting a proposal in response to this RFP, Respondent represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by SJRA but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Respondent from any obligations with respect to its proposal or to the contract.

HH. RESERVATIONS

SJRA reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed. Additionally, SJRA reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the solicitation, or terminate the solicitation when deemed to be in SJRA's best interest.

II. RESPONDENT'S OBLIGATION:

Consultant shall fully and timely provide all deliverables described in this solicitation, Consultant's proposal must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

JJ. RESPONSES BECOME PROPERTY OF SJRA:

Submissions received in response to a solicitation become the sole property of SJRA.

KK. RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a Respondent shall not deprive SJRA of the right to accept a Proposal, which in its judgment offers the best value to SJRA. In addition, SJRA reserves the right to reject any Proposal where circumstances and developments have, in the opinion of SJRA, changed the qualifications or responsibility of the Respondent.

LL. RIGHT TO ASSURANCES

In the event SJRA, in good faith, has reason to question the intent of the Respondent to perform, SJRA may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, SJRA may reject the Proposal.

MM. SJRA AGREEMENT

SJRA's Professional Services Agreement is attached as Exhibit A. Successful Consultant(s) will be required to execute this Agreement. All Respondents shall be required to thoroughly read and understand the terms, conditions and provisions in this Agreement. The Respondent acknowledges that SJRA retains the right to revise the Professional Services Agreement in order to comply with legal or regulatory requirements. All required Certificates of Insurance and endorsements will be required before contract award. Any exceptions taken to SJRA's Professional Services Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications. SJRA may consider the proposed changes in the evaluation process.

NN. SUBCONTRACTORS, SUPPLIERS AND OTHERS

If SJRA requests the identity of certain Subcontractors, Suppliers, or other persons or organizations that shall furnish the materials or services, shall within five (5) calendar days from request submit to SJRA a list of all such Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work for which such identification is requested.

OO. TAX EXEMPT

Respondents prices must be net, exclusive of taxes. SJRA is exempt from State Retail Tax and Federal Excise Tax.

PP. VENUE

Any contract awarded as a result of this RFQ shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action related to this contract will be Montgomery County, Texas.

QQ. WITHDRAWAL OF PROPOSALS BY RESPONDENT

1. Respondents may request withdrawal of an electronic sealed Proposal ***prior to the scheduled opening time*** by retracting the Proposal in the e-Marketplace System.
2. Respondents may request withdrawal of a hard copy sealed Proposal ***prior to the scheduled opening time*** by contacting the Buyer in writing via email at purchasing@sjra.net.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

RR. WITHDRAWAL BY SJRA

SJRA makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

1. Reject any and all proposals received as a result of this RFP.
2. Waive or decline to waive any informality and any irregularities in any statement of qualifications or responses received.

3. Negotiate changes in the Scope of Work or services to be provided.
4. Withhold the award of contract(s).
5. Select Respondent(s) it deems to be most qualified to fulfill the needs of SJRA.
6. Terminate the RFP process.

BACKGROUND AND CURRENT CIRCUMSTANCES

A. SAN JACINTO RIVER AUTHORITY

The San Jacinto River Authority (SJRA) was originally created by the Texas Legislature as the “San Jacinto River Conservation and Reclamation District” by House Bill No. 832, Chapter 426, of the General and Special Laws of the 45th Texas Legislature, Regular Session, 1937. In 1951, the Texas Legislature changed the name of the “San Jacinto Conservation and Reclamation District” to the “San Jacinto River Authority.” SJRA is a government agency whose mission is to develop, conserve, and protect the water resources of the San Jacinto River basin. Covering all or part of seven counties, the organization’s jurisdiction includes the San Jacinto River watershed, excluding Harris County. This includes all of Montgomery County and parts of Walker, Waller, San Jacinto, Grimes, Fort Bend and Liberty Counties. SJRA is one of 10 major river authorities in the State of Texas, and like other river authorities, its primary purpose is to implement long-term, regional projects related to water supply and wastewater treatment.

SJRA’s general offices are located at 1577 Dam Site Road, Conroe, Texas 77304. SJRA has six (6) major operating divisions: The General and Administrative Division, Flood Management Division, Lake Conroe Division, Woodlands Division, Highlands Division, and Groundwater Reduction Plan (GRP) Division. More information can be accessed here: <http://www.sjra.net/about/>

B. CURRENT CIRCUMSTANCES

SJRA implemented a traditional Defined Benefit Pension Plan (DB Plan) beginning November 1, 1970 to provide retirement benefits to eligible members and beneficiaries. The annual term of the DB Plan begins on November 1st of each year and expires October 31st of the following year. The Plan’s eligibility and benefit provisions may be amended from time to time by the Board of Directors. The DB Plan remained in place with eligibility essentially unchanged until August 1, 2016, at which time future employee participation in the DB Plan was ended. All employees hired before August 1, 2016, remain eligible under the DB Plan as described in the Board-adopted pension plan documents. Employees hired on or after August 1, 2016, are eligible to participate in a different retirement benefit program consisting of 401(a) and 457(b) plans, Defined Contribution (DC Plan) administered separately from SJRA’s pension plan. For the purpose of this request for proposal, SJRA is looking for retirement investment advisory and consulting services for both plans – DB Plan and DC Plan.

As of the most recent annual actuarial analysis, SJRA’s pension DB Plan consisted of 125 DB Plan members, including 78 actively employed members, 16 vested former employees not yet receiving benefits, 31 retirees, beneficiaries, and disabled participants.

The DB Plan is a single employer, noncontributory defined benefit plan, in which DB Plan eligible employees (hired prior to Aug. 1, 2016) do not contribute to the DB Plan. The SJRA makes annual contributions to the DB Plan equal to the total of normal cost and the amount needed to fund any

unfunded actuarial accrued liability over a ten-year amortization period as determined in the annual actuarial valuation report. The DB Plan is administered by a trustee for the benefit of SJRA's eligible members. Beginning in 2012, SJRA developed the Retirement Plan Investment Committee (RPIC) to oversee administration of the pension plan and evaluate investment options and long-term investment strategies. The RPIC consists of representatives from SJRA's management and Board of Directors. In 2012, SJRA hired a firm to advise the RPIC on investments and assist, when necessary, with administering the pension plan and moving pension DB Plan services from Lincoln to Standard Insurance Co., where and when possible. Currently, SJRA maintains a relationship with Standard as trustee of the DB Plan.

The historical annual net positions for SJRA's Pension DB Plan are as follows:

- October 31, 2020 = \$22,163,897
- October 31, 2021 = \$27,962,446
- October 31, 2022 = \$21,814,140
- October 31, 2023 = \$22,750,153*

(* Note: this amount is unaudited)

SJRA sponsors a 401(a), 457(b) (Defined Compensation Plans) and Pension Plan (Defined Benefit Plan) for eligible employees. As of June 30, 2024:

- Defined Compensation Plans (Mission Square):
 - 401(a) Participants: 101
 - 401(a) Value: \$2,924,060
 - 401(a) Executive Participants: 1
 - 401(a) Value for Executive Participant: \$39,597

 - 457(b) Participants: 147
 - 457(b) Value: \$6,020,883
- Defined Benefit Plan (The Standard)
 - Asset Value: \$27,368,221

* Effective August 1, 2016, entry into the Defined Benefit Plan was frozen and the 401(a) was established.

SJRA's mission is to be a trusted leader in the management of the water resources of the San Jacinto River Basin. As of fiscal year 2024, SJRA has 160 employees.

The RPIC has the responsibility for the operation and administration of the Plans in accordance with the terms of the Plans documents. It is the intent of the RPIC to fulfill its fiduciary responsibilities with respect to the Plans solely in the interest of the participants and beneficiaries. The RPIC members, as fiduciaries, are to perform their duties with the care, skill, prudence, and diligence that a prudent person acting in like capacity and familiar with such matters would use in conduct of an enterprise of a like character and with like aims.

SCOPE OF WORK

Financial advisory services for the SJRA DB Plan and DC Plan may include, but are not limited to, the following:

A. GENERAL SERVICES

- Assist the Authority, as needed, in the short term and long range financial planning;
- Prepare analysis and evaluations of potential funding options, including review of financial feasibility;
- Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to the Board of Directors and any other Boards or Committees as requested;
- Assist in the development of financial and revenue projections;
- Inform staff of market development and financing techniques which might be applicable to the Authority's financing program(s);
- Provide as-need financial advice regarding market conditions and trends, financial products, and alternative financing options;
- Identify and evaluation of all financing options, and other innovative products, financial feasibility studies, legal documents, and assist with funding an escrow;
- Advise the Authority on best practices and the development (or revisions) to investment policies and procedures;
- Keep the Authority informed of relevant legislation and rule changes that affect public financing;
- Provide other financial services as requested.

B. FIDUCIARY LIABILITY MANAGEMENT

- Provide minutes of the Retirement Plan Investment Committee (RPIC) meetings;
- Assist in developing a Retirement Plan Investment Policy Statement, including performance measurement standards, as needed;
- Assist in the development of a proper fiduciary governance structure;
- General fiduciary liability compliance consulting;
- Ongoing plan design and compliance consulting;
- Document the fiduciary liability program to maintain a complete due diligence file in the event of a Department of Labor audit or fiduciary breach lawsuit;
- Annual RPIC fiduciary responsibility training.

C. DEFINED BENEFIT SERVICES - DB Plan

- Quarterly investment reviews
 - Economic overview of current financial markets;
 - Analyze current investment options using agreed upon performance measurement standards;
 - Provide a quarterly investment performance history/update. This will include monitoring investment results ensuring compliance with the Investment Policy Statement. Assist in selecting new investment alternatives as appropriate;
 - Manage Watch List funds and make recommendations as needed;
 - Present Investment Analysis Reports to the Investment Committee each quarter.
- Asset allocation modeling and optimization
- Investment policy management

- Dynamic vs. Strategic;
- Establish rebalancing parameters based on funded status.
- De-risking strategies (if applicable)
 - Lump sum windows;
 - Pension risk transfer consulting;
 - Liability matching/Liability Driven Investment (LDI).

D. DEFINED BENEFIT SERVICES – DC Plan

- Quarterly investment reviews
 - Economic overview of current financial markets
 - Analyze current investment options using agreed upon performance measurement standards;
 - Provide a quarterly investment performance history/update. This update will include monitoring investment results ensuring compliance with the Investment Policy Statement. Assist in selecting new investment alternatives as appropriate;
 - Manage Watch List funds and make recommendations as needed;
 - Present Investment Analysis Reports to the Investment Committee each quarter.
- Asset allocation modeling and optimization
- Investment policy management
 - Dynamic vs. Strategic;
 - Establish rebalancing parameters based on funded status.
- De-risking strategies (if applicable)
 - Lump sum windows;
 - Pension risk transfer consulting;
 - Liability matching/Liability Driven Investment (LDI).

E. ADDITIONAL CONSULTING SUPPORT (if applicable)

- Audit assistance including coordination with auditor to submit necessary documents;
- Vendor management;
- Ongoing Vendor fee negotiations.

F. VENDOR SEARCH SERVICES (if applicable)

- Client interview;
- Client customized weighting / ranking system ;
- Customize RFP generation;
- Total Cost Analysis and cost reduction negotiations;
- Investment analysis;
- Vendor administration analysis and comparison;
- Overall vendor services breakdown (systems, recordkeeping platform, participant; education, DB Plan Sponsor services, dedicated client team, etc.);
- Prepare written analysis of vendor proposals received;
- Present report to the RPIC along with two or three vendor recommendations;
- Interview vendor finalists and assist in final vendor selection;
- Conversion coordination and guidance.

SUBMISSION REQUIREMENTS

The Authority requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

TAB A FIRM BACKGROUND (10 points)

1. Briefly introduce your Firm including the number of years in business.
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable.
3. Include the same for any associate firm or sub-consultant.
4. Describe the experience of your firm in providing public sector financial advisory services. Identify the total number of professionals employed by your firm who serve as financial advisors to public sector entities.
5. Identify the number of public sector entities for which your firm currently is under contract to serve as financial advisor.

TAB B EXPERIENCE and QUALIFICATIONS (30 points)

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other special districts, city, town or local governments in Texas that the Respondent has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual, including their roles and responsibilities, who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and names of the core management team that will undertake this engagement.

TAB C METHODOLOGY and TECHNICAL APPROACH (30 points)

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the Authority.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase-by-phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Describe the Firm's approach toward evaluating investment options.
4. Clearly identify materials and knowledge resources that the Firm will need from the Authority to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the Authority. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D COST PROPOSAL (25 points)

1. Provide a detailed cost proposal. Please document any key assumptions made in developing the fee proposal and any other contingencies we should be aware of.

2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. Indicate any fees or hourly rates for special projects.
4. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB E COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT (5 points)

A copy of the Authority's Standard Form of Agreement (SFA) Exhibit A, is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm will execute the Agreement without modification.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE

EVALUATION and SELECTION PROCESS

The Authority has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Respondent's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the Authority may properly evaluate the capabilities to provide the requested services.

By submission of a proposal, Respondent acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the Authority during this process.

A. CLARITY AND QUALITY OF PROPOSAL

Pass/Fail

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the Authority to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your proposal being disqualified from further review and consideration.

B. PROPOSAL EVALUATIONS

The Authority has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The Authority will evaluate each Respondent's responses to the requirements contained in this RFP.

Firm Background	10 points
Experience and Qualifications	30 points
Methodology and Technical Approach	30 points
Cost Proposal	25 points
Comments/Change Requests to Exhibit A	5 points

COST EVALUATION

Price shall be considered, but shall not be the sole determining factor.

C. REFERENCE CHECKS

The Authority reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. The Authority reserves the right to use a third party to conduct reference checks. Only top scoring Respondents may receive reference checks and negative references may eliminate Respondents from further consideration.

D. INITIAL EVALUATION and RANKING

Following the technical and cost proposal evaluation, the Authority will compile the final scores. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made to the Respondent which, in the Authority's opinion, has submitted the proposal most beneficial to the Authority for award.

E. INVITATIONS FOR ORAL INTERVIEWS (Optional)

The Evaluation Committee may conclude after completion of the technical and cost proposal evaluation(s) that oral interviews/presentations and/or demonstration are required in order to determine the most qualified Respondent. The selection of firms to make presentations will be based on the initial Evaluation and Ranking. All Respondents may not necessarily be extended an invitation for oral interviews. The Authority reserves the right to select Firms to interview that are most susceptible of being selected for an award of a contract.

F. ORAL INTERVIEWS, PRESENTATIONS or DEMONSTRATIONS (15 points)

Selected Firms will be given an opportunity for oral interviews, presentations and/or demonstrations. The presentation process will allow Respondents to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. At this stage, Respondents shall not be allowed to alter or amend their proposals. The Evaluation Scoring Committee will score each presenting Respondent.

G. FINAL EVALUATION and RANKING after ORAL INTERVIEWS

The Evaluation Committee will make its recommendation for award based on the Respondent with the highest point total. *Initial Evaluation Score + Oral Interview/Presentation Score = Final Total Score.*

H. BEST and FINAL OFFER

The Evaluation Committee may determine that Best and Final Offers are required. If Best and Final Offers are requested and submitted by Respondents, they will be evaluated using the stated criteria and scored by the Evaluation Committee. ***(Respondents are highly encouraged to provide their best offer in the original proposal. Respondents should not expect that the Authority will request a Best and Final Offer).***

I. FINAL SCORING and RANKING after BEST and FINAL OFFERS

The Evaluation Committee will make its recommendation for award, based on the Respondent with the highest point total. *Initial Evaluation Score + Oral Interview/Presentation Score + Best and Final Offer = Final Total Score.*

CERTIFICATION and ACKNOWLEDGMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

- () The Respondent is in receipt of _____ addenda.
- () The Respondent certifies:
 - () that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
 - () that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- () The Respondent is qualified to perform the work and services outlined in this RFQ.
- () The proposal has been arrived at independently and submitted without collusion with any other Respondent, SJRA staff or SJRA contractor, and the contents of the proposal have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to the SJRA's final action on this RFP prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- () The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the SJRA for a period of ninety (90) days following the proposal closing date and time as identified in this RFQ or addenda.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street	City	State	Zip
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Order Address: _____

P.O. Box or Street	City	State	Zip
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Remit Address: _____

P.O. Box or Street	City	State	Zip
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Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A
CONSULTING SERVICES AGREEMENT