

**STATE OF WASHINGTON**

**Department of Retirement Systems**  
Tumwater, Washington

**REQUEST FOR PROPOSALS No. 13-008-100**

**You may download this Request for Proposals (RFP) from the Department of Retirement Systems (DRS) website located at <http://www.drs.wa.gov/rfp/> or on Washington's Electronic Business Solution (WEBS) site <https://fortress.wa.gov/ga/webscust/home.html>. All amendments to this RFP will be published on both DRS' website and on WEBS. It is the Bidder's responsibility to access the RFP, amendments, questions and answers, and related documents on either DRS's website or WEBS.**

**PROJECT TITLE:**

Defined Contribution Consulting

**PROPOSAL DUE DATE:**

November 15, 2013, at 4:00 p.m. local time in Tumwater, Washington

**EXPECTED TIME PERIOD FOR CONTRACT:**

February 2014 to June 2017. DRS reserves the right, at its discretion, to extend the contract for up to three (3) additional one year periods.

**BIDDER ELIGIBILITY:**

This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Bidders
3. Proposal Contents
4. Evaluation and Contract Award
5. RFP Attachments and Exhibits

# **1 INTRODUCTION**

## **1.1 PURPOSE**

Department of Retirement Systems (DRS) is soliciting Proposals for assistance with the preparation and issuance of a Request for Proposals (RFP) to secure third-party recordkeeping services for the state's Deferred Compensation Program (DCP) and the defined contribution component of the Public Employees' Retirement System (PERS) Plan 3, School Employees' Retirement System (SERS) Plan 3 and Teachers' Retirement System (TRS) Plan 3. In addition, the successful Bidder will assist with the evaluation of the Recordkeeping RFP bidder responses and provide periodic consulting services as needed by DRS for the duration of this contract.

## **1.2 BACKGROUND**

Currently, DRS administers eight statewide public employee retirement systems, including fifteen pension plans. PERS Plan 3, SERS Plan 3 and TRS Plan 3 are defined benefit plans with a defined contribution component, and the other twelve plans are defined benefit only. DRS also administers a voluntary DCP (a 457 plan), which allows participants to elect to defer a portion of their salary.

The Washington State Investment Board (WSIB) is responsible for the investment of the defined benefit monies. WSIB also determines investment options for the defined contribution component of Plan 3 and the DCP funds, and either manages or oversees the management of the investment options provided to Plan 3 members and DCP participants. Defined contribution and DCP monies are self-directed by the retirement system members and participants through a record keeper contracted by DRS.

In addition, DRS is responsible for administering the Social Security and Medicare coverage program, also known as the Old Age and Survivors' Insurance Program (OASI) for all state and local government employers throughout the state of Washington.

DRS is located in Tumwater, Washington, with approximately 230 employees working in a single location. The organizational structure includes divisions for Retirement Services, Administrative Services, Information Services, Policy and Strategic Initiatives and Executive, which is comprised of Human Resources, Legal and Legislative, Communications and the Office of the Director. DRS serves approximately 500,000 active, inactive and retired members and has close relationships with over 1,300 public employers who report money and payroll data. DRS collects approximately \$2 billion in contributions and pays over \$3 billion in retirement benefits each year.

DCP and the defined contribution portion of PERS, SERS and TRS Plan 3 offer members the option to invest their contributions in a monthly valued fund managed by the Washington State Investment Board (WSIB) or in daily valued self-directed options. DCP has approximately 45,000 participants with over \$1.5 billion dollars in plan assets. PERS, SERS and TRS Plan 3 have approximately 100,000 members with over \$3.0 billion dollars in plan assets.

DRS participates in annual public pension administration benchmarking with CEM Benchmarking Inc. Participation provides a wealth of data on peer comparisons and best practices. CEM's comprehensive benchmarking analysis has consistently identified that DRS administers one of the most complex groups of pension plans in the nation, yet is in the lowest quartile for cost per member.

DRS has begun its implementation of lean principles and is building a foundation of experts and talent to continuously improve its business systems, leadership capabilities, customer satisfaction, employee engagement and business processes. DRS has a long-standing record of excellent and responsive service to the members of the retirement systems and deferred compensation program. However, in a time of reduced resources, DRS must become sharper in its attention to satisfying customer needs while maintaining the efficiency and talent of its people and processes.

Currently, DRS has two contracts with third party record keepers; one for DCP and one for the PERS, SERS and TRS Plan 3. Both contracts expire June 30, 2015. DRS may continue to have multiple recordkeeping contracts or move to a single recordkeeping contract.

### **1.3 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin February 1, 2014 or immediately following contract execution.

The initial term of the contract will be approximately three years, with the right to extend the contract for up to three additional one-year periods. Amendments extending the period of performance, if any, shall be at the sole discretion of DRS.

### **1.4 DEFINITIONS**

Definitions for the purpose of this RFP include:

**Apparent Successful Bidder (ASB)** – The Bidder selected to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**DRS** – The Department of Retirement Systems is the agency of the State of Washington that is issuing this RFP.

**Bidder** – The single Bidder responsible for submitting a Proposal. The Bidder submits the proposal representing the Prime Vendor and all Subcontractors. The term "Bidder" is used in instances referring to the Proposal and contract negotiation processes.

**Contract Manager** – The individual designated by DRS to direct work under the contract and act as the approval authority for all things related to this contract.

**Prime Vendor** – The individual or company whose proposal has been accepted by DRS and has entered into a fully executed, written contract. "Prime Vendor" is used when referring to the Bidder's responsibilities after a contract is awarded. There may be other non-prime vendors serving as subcontractors on a Proposal.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified.

## **2 GENERAL INFORMATION FOR BIDDERS**

### **2.1 BIDDER'S UNDERSTANDING OF THE RFP**

In responding to this RFP, the Bidder fully accepts the responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to DRS as necessary to gain such understanding. DRS reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, DRS reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to DRS.

### **2.2 GOOD FAITH STATEMENT**

All information provided by DRS in this RFP is offered in good faith. Individual items are subject to change at any time.

### **2.3 RESTRICTION**

The Bidder awarded this contract will not be eligible to submit a response to or be a part of any other bidder's response to the RFP issued for third party recordkeeping services. Bidders holding alliance, partnership, or other business affiliations with the successful Bidder of this RFP will be excluded from eligibility to respond to the recordkeeping services RFP. Respondents must indicate their understanding and agreement to this condition by signing the Certification and Assurances statement (Exhibit A).

### **2.4 MINIMUM QUALIFICATIONS**

DRS is soliciting proposals from qualified Bidders possessing the objectivity, experience, knowledge, skills, and abilities to assist in the preparation and issuance of the recordkeeping RFP.

#### **2.4.1 License**

The Bidder must be licensed to conduct business in the State of Washington. If the Bidder is not licensed, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder (ASB).

### **2.4.2 RFP Experience**

The Bidder must have experience assisting in all phases of the RFP process used by the State of Washington, including preparation, development, posting, evaluation, and contract negotiation.

### **2.4.3 Record Keeper RFP Experience**

The Bidder must have demonstrated knowledge and experience designing and drafting a recordkeeping RFP.

### **2.4.4 Internal Revenue Code Knowledge**

The Bidder must have demonstrated knowledge of Internal Revenue Code (IRC) 401(a) defined contribution plans and IRC 457 deferred compensation plans.

### **2.4.5 Pension Knowledge**

The bidder must have demonstrated knowledge of, and experience with, pension, financial or insurance systems that capture information from multiple sources.

### **2.4.6 References**

The bidder must have positive references from three (3) successful, comparable engagements.

## **2.5 RFP COORDINATOR**

The RFP Coordinator is the sole point of contact at DRS for this procurement. All communication between the Bidder and DRS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

<b>Name</b>	Jilene Siegel
<b>Mailing Address</b>	P.O. Box 48380 Olympia, WA 98504-8380
<b>Physical Address</b>	6835 Capitol Blvd Tumwater, WA 98501
<b>Phone Number</b>	360-664-7291
<b>Email Address</b>	jilenes@drs.wa.gov

Any other communication will be considered unofficial and non-binding on DRS. Bidders are to rely on written statements issued by the RFP Coordinator. Communications directed to DRS employees other than the RFP Coordinator may result in disqualification of the Bidder.

## **2.6 SCOPE OF SERVICES**

The minimum scope of services expected to be provided by the Prime Vendor are:

- A. Assistance with the preparation and evaluation of a Request for Proposals to secure third-party recordkeeping services.
- B. Assistance with the development, negotiation and finalization of a recordkeeping contract(s).

- C. Consulting services on recordkeeping vendor services and abilities.
- D. Consulting services regarding IRC, including but not limited to Section 401 (a) and Section 457.
- E. Consulting services regarding technical and legal questions as necessary.
- F. Consulting services on performance standards for record keepers.
- G. Consulting services regarding operational issues and improvements.
- H. Consulting services on federal legislative changes.
- I. Consulting services regarding retirement plan design and amendments and regarding drafting new documents and amendments to existing DRS plans.
- J. Consulting services on additional benefit options and/or plans for consideration by the state; types of plans adopted by other states and public entities; benefits and costs of such plans.
- K. Miscellaneous consulting services covering issues such as, but not limited to:
  - Trading restrictions
  - Investment option issues
  - Hardship distribution issues
  - Contribution management
  - Change of investment funds
  - Catch-up contribution issues

## **2.7 DELIVERABLES**

The Prime Vendor shall provide the following deliverables:

### **2.7.1 Project Plan**

A project plan defining how the Prime Vendor will provide the requested services.

### **2.7.2 Project Schedule**

A work breakdown schedule listing the project's tasks, activities, critical milestones, payment milestones and deliverables with intended start and finish dates and durations.

### **2.7.3 Recordkeeping RFP**

A complete, approved, issued and evaluated RFP soliciting third-party recordkeeping services for DRS.

### **2.7.4 Recordkeeping Contract(s)**

Developed, negotiated and finalized Contract(s) for third-party recordkeeping services.

### **2.7.5 Consulting**

On-going consulting based on DRS-approved hourly fee throughout the life of the contract.

## **2.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Issue Request for Proposals	October 25, 2013
Questions due	November 1, 2013
Answers posted	November 7, 2013

Complaints due	November 7, 2013 4:00 PM, local time Tumwater, WA
Proposals due	November 15, 2013 4:00 PM, local time Tumwater, WA
Evaluate proposals	November 18 – November 22, 2013
Notification of interview request	November 25, 2013
Finalist interviews(if held)	December 2 – December 4, 2013
Apparent Successful Bidder Announcement & notification to unsuccessful bidders	December 5, 2013
Last day to request debriefing conference	Three business days after announcing ASB
Protest period ends	Five business days after debrief
Negotiate contract	December 9, 2013 - January 10, 2014

**DRS reserves the right to revise the above schedule.**

## **2.9 QUESTIONS**

Specific questions regarding this Request for Proposals must be submitted via email to DRS's RFP Coordinator by November 1, 2013. Answers to all submitted questions will be posted to DRS's public website and WEBS on November 7, 2013.

DRS shall be bound only by written answers to questions. An oral response to any question is to be considered unofficial.

## **2.10 COMPLAINT PROCEDURE**

A potential Bidder may file a complaint regarding the proposal process. Grounds for the complaint may include:

- The solicitation unnecessarily restricts competition.
- The solicitation evaluation or scoring process is unfair or flawed.
- The solicitation requirements are inadequate or insufficient to prepare a response.

Interested Bidders should note that, if they choose not to file a complaint, they waive their right to file a protest based on the proposal process that could have been raised in a pre-proposal complaint.

The complaint must be submitted in writing to the RFP Coordinator no later than five business days before the bid response deadline, or November 7, 2013, whichever is later.

The complaint must contain:

- The complainant's name, mailing address, telephone number, and e-mail address.
- A clear and specific statement articulating the basis for the complaint.
- A proposed remedy.

DRS will send a written response to the complainant before the deadline for bid submissions. The response will explain DRS' decision and any steps it will take in

response to the complaint. The complaint and the response, including any changes to the solicitation that may result, will be posted on DRS' website and on WEBS.

## **2.11 SUBMISSION OF PROPOSALS**

All responses to this RFP must arrive via an attachment to an e-mail sent to the DRS RFP Coordinator by 4:00 p.m. Pacific Standard Time on November 15, 2013. Delivery will be at the Bidder's sole risk to assure receipt by the designated time. The Bidder's name must be entered at either the top or bottom (header/footer) of each page of the response. *You will receive e-mail confirmation of receipt of your submission from the RFP Coordinator. If you do not receive confirmation, please call the RFP Coordinator.*

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of DRS and will not be returned.

Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. DRS reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.12 INTERVIEWS/PRESENTATIONS**

As part of the selection process, DRS reserves the right to interview the top finalists and/or have the top finalists give presentations. If needed, interviews are expected to be held December 2 - 4, 2013. Bidder's failure to attend a requested interview may result in removal from further consideration.

Bidder interviews will be scored separately from the written proposals. Commitments made by the Bidder at the interview, if any, will be considered binding if Bidder is selected as ASB.

## **2.13 PROPRIETARY INFORMATION – PUBLIC DISCLOSURE**

DRS complies with [Chapter 42.56 RCW \(the Public Records Act\)](#). Materials submitted in response to this RFP become public records as defined by that law.

All proposals and evaluations are exempt from disclosure until DRS announces the Apparent Successful Bidder. After that announcement, all records related to this procurement are subject to disclosure to the extent provided in the Public Records Act.

Any information in the proposal that the Bidder clearly designates as proprietary may be exempt from disclosure under the Public Records Act. All Bidder claims of exemption from disclosure under the Public Records Act must be unambiguous and complete, as follows:

- Each page claimed to be exempt must be designated.
- For each claimed exemption, the Bidder must cite the specific exemption in the Public Records Act under which it asserts the exemption claim.
- On each page containing content claimed to be exempt, the Bidder must signify that claim by inserting the word "CONFIDENTIAL," in 12-point type at the lower right page corner.

DRS is a public agency. Bidders are expected to understand the importance to the agency of full compliance with the Public Records Act, and are therefore expected to be reasonable and accurate in designating information as exempt from public disclosure. Bidders should not expect exemption claims that are over-broad, vague, or not based on a statutorily-authorized exemption to be afforded exemption under the Public Records Act. Information related to costs and pricing **may not** be marked as proprietary or confidential.

*Marking of the entire proposal as proprietary or confidential, or requests for exemptions that are not authorized under [Chapter 42.56 RCW, the Public Records Act](#), will not be honored.*

If a request is made to view Bidder's proprietary information, DRS will notify Bidder of the request and of the date that the records will be released to the requester unless Bidder obtains a court order enjoining that disclosure, or the requester and Bidder reach an agreement on the extent of the disclosure. Any such agreement must be forwarded to DRS by an authorized corporate officer of the requester prior to the date of the requested disclosure. If Bidder fails to obtain the court order enjoining disclosure, DRS will release the requested information on the date specified.

DRS will comply with the Public Records Act, and its Public Records Policy, in responding to all public disclosure requests relating to this procurement process. Any interested Bidder who wishes to receive more information regarding the requirements of this section should contact the RFP Coordinator.

## **2.14 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, amendments and/or addenda will be published on DRS' public website and on WEBS.

DRS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.15 AMERICANS WITH DISABILITIES ACT**

DRS complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternate format.

## **2.16 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, DRS encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals and no minimum level of MWBE participation shall be required as a condition for receiving an award. Proposals will not be rejected or considered non-responsive due to the level of MWBE participation.

## **2.17 SMALL BUSINESS AND VETERAN-OWNED BUSINESS PARTICIPATION**

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages Agency purchases of goods and services from State small businesses. State small business,

mini-business, and microbusiness are defined in RCW Chapter 39.26.010 (21), (18), and (17) respectively. In some cases, a small business may also be certified by the Office of Minority and Women's Business Enterprises (OMWBE) in accordance with Chapter 39.19 RCW. For information on these certified firms, Bidders may contact OMWBE at: <http://www.omwbe.wa.gov/>.

In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts from firms certified by the Washington State Department of Veterans' Affairs (DVA). For information on these certified firms, Bidders may contact DVA at <http://www.dva.wa.gov/BusinessRegistry/>.

Although the State encourages OMWBE- and DVA-certified firms to participate in state contracts, no minimum level of participation by such firms will be required as a condition for receiving the award. Proposals will not be rejected or considered non-responsive based on the level of participation of OMWBE- or DVA-certified firms.

## **2.18 ACCEPTANCE PERIOD**

Proposals must provide ninety (90) days for acceptance by DRS from the date proposals are due to DRS.

## **2.19 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP, as well as to ensure minimum qualifications are met. The Bidder is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

DRS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.20 MOST FAVORABLE TERMS**

DRS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the Bidder can propose. There will be no best and final offer procedure. DRS does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to DRS.

## **2.21 CONTRACT AND GENERAL TERMS AND CONDITIONS**

The Apparent Successful Bidder will be expected to enter into a contract that is substantially the same as the model contract and its general terms and conditions attached as Exhibit 1. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances section, Attachment A, to this solicitation. DRS will review requested exceptions and accept or reject the same at its sole discretion.

## **2.22 COSTS TO PROPOSE**

DRS will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or in any other activities related to responding to this RFP.

## **2.23 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or DRS to contract for services specified herein.

## **2.24 REJECTION OF PROPOSALS**

DRS reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.25 COMMITMENT OF FUNDS**

The Director of DRS, or the Director's delegate, is the only individual who may legally commit DRS to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.26 BILLINGS**

The Prime Vendor shall bill DRS as payment milestones are completed. DRS will pay the Prime Vendor upon receipt of a properly completed invoice, which shall be submitted to the Contract Manager. Each invoice must clearly indicate the DRS Contract Number.

Payment shall be considered timely if made by DRS within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Prime Vendor.

DRS may, in its sole discretion, terminate the contract or withhold payments claimed by the Prime Vendor for services rendered if the Prime Vendor fails to satisfactorily comply with any terms or conditions of the contract.

No payments shall be made by DRS in advance or in anticipation of services or supplies to be provided under the contract.

## **2.27 INSURANCE COVERAGE**

The Prime Vendor is to furnish DRS with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Prime Vendor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Prime Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to DRS within fifteen (15) days of the contract effective date.

## Liability Insurance

- A. Commercial General Liability Insurance: The Prime Vendor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have a products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain a separation of insureds (cross liability) condition.

Additionally, the Prime Vendor is responsible for ensuring that all subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. Business Auto Policy: As applicable, the Prime Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### Employers’ Liability (“Stop Gap”) Insurance

In addition, the Prime Vendor shall buy employers’ liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

### Additional Provisions

Above insurance policy shall include the following provisions:

1. Additional Insured. The State of Washington, Department of Retirement Systems, its elected and appointed officials, agents and employees shall be named as additional insureds on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Cancellation. The State of Washington and DRS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State and DRS advance notice of at least forty-five (45) days prior to cancellation or non-renewal. If cancellation is due to non-payment of premium, the State and DRS shall be given advance notice of at least ten (10) days prior to cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State and DRS shall be given advance notice of at least twenty (20) days prior to cancellation. If cancellation is due to non-payment of premium, the State and

DRS shall be given advance notice of at least ten (10) days prior to cancellation.

3. Identification. The policy must reference the State's contract number and the agency name.
4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DRS' Risk Manager or the Risk Manager for the State of Washington before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect the Prime Vendor and such coverage and limits shall not limit the Prime Vendor's liability under the indemnities and reimbursements granted to the State and DRS in this contract.

#### Workers' Compensation Coverage

The Prime Vendor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Prime Vendor or its employees for services performed under the terms of this contract.

### **3 PROPOSAL CONTENTS**

The major sections of the proposal are to be submitted in the following order:

- 3.1 Letter of Submittal (MANDATORY, NON SCORED)**
- 3.2 Bidder Approach (SCORED)**
- 3.3 Bidder Experience & Qualifications (SCORED)**
- 3.4 Cost Proposal (SCORED)**

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

#### **3.1 LETTER OF SUBMITTAL (MANDATORY, NON SCORED)**

The Letter of Submittal and the Certifications and Assurances (Attachment A) must be signed and dated by a person, from each party or vendor, authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director if a

corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

### **3.1.1 Introductory Remarks**

Provide introductory remarks to your proposal.

### **3.1.2 Summary**

Provide a high level summary of your proposal, highlighting the strengths, experiences and background of the Bidder. The summary should be no more than 3 pages.

### **3.1.3 State Employee Identification**

Identify any state employees or former state employees you employ or are on your governing board as of the date of the proposal. Include their position and responsibilities within your organization. If following a review of this information, it is determined by DRS that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

### **3.1.4 Certifications and Assurances**

Complete, sign and attach *Attachment A* (Certifications and Assurances).

### **3.1.5 Bidder's Information**

Complete and attach *Attachment B* (Bidder's Information).

### **3.1.6 Subcontract Information**

Complete and attach *Attachment C* (Subcontractors' Information).

## **3.2 *BIDDER APPROACH (SCORED)***

### **3.2.1 RFP Development and Evaluation**

Describe the Bidder's approach for assisting with developing, managing, and evaluating a solicitation for qualified vendors to provide recordkeeping services.

### **3.2.2 Contract Negotiation**

Describe the Bidder's approach for development, negotiation and finalization of a contract resulting from an RFP acquisition process.

### **3.2.3 Providing Consulting**

Describe the Bidder's approach for providing consulting services (see Section 2.5, Scope of Services), on an "as needed" basis. Describe how consultants will be assigned based on subject of the request.

### **3.3 BIDDER EXPERIENCE & QUALIFICATIONS (SCORED)**

#### **3.3.1 Bidder's Experience**

Describe the overall experience of the Bidder providing consulting assistance with RFPs in the state of Washington.

#### **3.3.2 RFP Experience**

Identify the consultant(s) who will provide assistance in the preparation and evaluation of the recordkeeping RFP. Demonstrate that the consultant has the appropriate experience to ensure a successful acquisition of a record keeper(s). Describe the consultant's specialties, strengths and limitations.

#### **3.3.3 Contract Negotiation**

Identify the consultant(s) who will provide assistance in development, negotiation and finalization of the recordkeeping contract(s) resulting from the RFP. Demonstrate that the consultant has the appropriate experience to ensure a successful negotiation. Describe the consultant's specialties, strengths and limitations.

#### **3.3.4 Consulting Specialties**

Identify the consultant(s) who will provide consulting services and advice as described in Section 2.5 Scope of Services C. – K. of this RFP. Describe consultant(s) specialties, strengths and limitations as they relate to the individual items.

#### **3.3.5 Proposed Consultant(s)**

Provide resumes for the proposed consultant(s), which include information on the individual's particular skills related to recordkeeping RFPs, education, experience, significant accomplishments and any the pertinent information. Also specify experience and knowledge in the area of IRC 457 and IRC 401 (a) consulting.

#### **3.3.6 Bidder References**

Provide three (3) positive references, from successful, comparable engagements, including:

- Contact Information
- Nature of reference's business
- Evidence of comparable engagement
- Bidder's consultant for the engagement

### **3.4 COST PROPOSAL (SCORED)**

#### **3.4.1 Deliverables Estimate**

Provide an estimate of the number of hours, rates, travel costs and the total cost to complete the deliverables listed in Sections 2.7.1 through 2.7.4.

### **3.4.2 Proposed Consultants**

Provide an hourly rate for proposed Consultant(s) as described in Section 2.7.5. Bidder shall charge DRS only for staff specifically authorized by DRS to perform work at the rates set forth in the contract.

## **4 EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in the solicitation and any addenda issued. An evaluation team, designated by DRS, will determine the ranking of the proposals.

### **4.2 CLARIFICATION OF PROPOSAL**

The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

### **4.3 EVALUATION WEIGHTING AND SCORING**

Proposals not meeting the mandatory requirements in Section 3.1 will not be scored.

The following weighting will be used to score the written proposals.

- Bidder Approach 30 percent
- Bidder Experience and Qualifications 55 percent
- Cost Proposal 15 percent

DRS, at its sole discretion, may elect to select the top scoring Bidders for an oral interview/presentation and final determination of contract award. Bidder interview/presentation, if any, will be scored separately from the written proposals. Both the written proposal and the interview/presentation, if any, will be factors in the final determination. Commitments made by the Bidder at any time during or prior to contract execution will be considered binding if the Bidder is selected as the Apparent Successful Bidder.

### **4.4 NOTIFICATION TO BIDDERS**

DRS will notify the Apparent Successful Bidder of its selection by telephone, prior to posting the notice on DRS' website. Bidders whose proposals have not been selected for further negotiation or award will also be notified by email.

### **4.5 DEBRIEFING CONFERENCE**

After DRS has notified Bidders of the Apparent Successful Bidder, an unsuccessful Bidder may request a debriefing conference. The RFP Coordinator must receive the request no later than December 10, 2013, or the third business day after notification of the Apparent Successful Bidder, whichever is later.

DRS will hold the debriefing conference within three business days of the request, unless it extends that time period and explains to the requester the reason(s) for the time extension. The debriefing conference will be scheduled for a maximum of 30 minutes. It may be conducted in person or on the telephone.

The purpose of the debriefing conference is to give the Bidder insight into how its proposal might have been stronger, and might have better met the RFP requirements. The scope of the debriefing conference will be limited to the Bidder's proposal, and how that proposal might be improved in any future procurement process. The debriefing conference will not include a comparison to other proposals, or among proposal scores or evaluations.

Bidders should note that the protest provisions allowed under this RFP are only available to those Bidders who have timely requested and participated in a debriefing conference. A Bidder who fails to do so waives its right to protest.

#### **4.6 PROTEST PROCEDURE**

No protest may be submitted until after DRS has announced the Apparent Successful Bidder. After that announcement, an unsuccessful Bidder who timely requested and participated in a debriefing conference may file a protest.

DRS reserves the right to reject, without consideration, any protest that does not comply with any requirement in this section.

The protest must be filed with the RFP Coordinator within five business days after the completion of the protester's debriefing conference.

DRS will only consider a protest if it is factually and unambiguously based on one or more of the following grounds:

- Errors in the scoring of the protester's bid.
- Failure to follow RFP procedures.
- Failure to follow applicable law or rule.
- Bias, discrimination, or conflict of interest negatively affecting the protester's evaluation or interests.

The protest must be written and signed by a person authorized to bind the protester to a contractual relationship. If a protest is submitted electronically, a hard copy, with original signature(s), must be mailed to the RFP Coordinator on the same day of electronic transmission.

The protest must contain:

- The name, mailing address, telephone number, and e-mail address of the person responsible for submitting the protest.
- A clear and factually specific statement of the ground(s) for the protest.
- A complete and specific statement of the relief or corrective action requested.

Protest process:

- A. A person who was not involved in the solicitation process will objectively review the information submitted by the protester, as well as other relevant facts

known to DRS.

- B. If a protest directly affects another Bidder's interests, DRS will give that Bidder an opportunity to submit its views and any relevant information to the RFP Coordinator.
- C. DRS will resolve the protest by making appropriate findings and deciding on an appropriate course of action. DRS may find, for example, that:
  - The protest lacks merit, and the procurement process will be upheld.
  - Only technical or harmless errors occurred, which had no significant effect on the fairness or legality of the procurement process, and the procurement process will be upheld.
  - The protest has merit, and DRS will take corrective action, such as reevaluating all bids, cancelling the RFP, or reissuing the RFP.
- D. DRS will send its written response to the protester within ten business days after receiving the protest, unless it extends that time period and explains the reason(s) for that extension to the protester.

## **5 RFP ATTACHMENTS AND EXHIBITS**

### **5.1 RFP ATTACHMENTS**

Attachment A Certifications and Assurances Form  
Attachment B Bidder's Information  
Attachment C Subcontractors' Information

### **5.2 RFP EXHIBITS**

Exhibit 1 Checklist for Responsiveness  
Exhibit 2 Sample Contract  
Exhibit 3 Directions to DRS