

State of Washington
Department of Retirement Systems

REQUEST FOR PROPOSALS NO. 23-01

DEFINED CONTRIBUTION CONSULTING

APRIL 3, 2023

STATE OF WASHINGTON
Department of Retirement Systems
Tumwater, Washington

REQUEST FOR PROPOSALS No. 23-01
Defined Contribution Consulting

All amendments to this RFP prior to the deadline for submitting proposals will be published on the Washington's Electronic Business Solution (WEBS) site at <https://fortress.wa.gov/ga/webs/home.html>. It is the Bidder's responsibility to access the RFP, all amendments, questions and answers, and related documents on WEBS.

PROCUREMENT TITLE:

Defined Contribution Consulting

PROPOSAL DUE DATE:

May 15, 2023, at 12:00 p.m. Pacific Daylight Time

EXPECTED TIME PERIOD FOR CONTRACT:

July 1, 2023 through June 30, 2026. DRS reserves the right for one or more additional periods (each, a "Renewal Term") not to exceed ten years total.

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 alternative format.

RFP COORDINATOR:

Wendy Kancianich

Washington State Department of Retirement Systems

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1. PROCUREMENT OVERVIEW

1.1 PURPOSE

The Washington State Department of Retirement Systems (DRS) is requesting Proposals for consulting services related to administration of the defined contribution component of the state's public retirement plans (401(a) plans) and a voluntary deferred compensation program (457 plan). The scope of consulting services may include administrative and operational issues, contracts compliance, recordkeeping, industry best practices, plan design, Internal Revenue Code, customer service and service delivery standards, and emerging trends in retirement plan administration. While the consultant will not recommend investment funds, DRS may require assistance concerning the introduction and rollout of investment options and fund transitions.

Services will also include quality assurance and contract management support related to recordkeeping services. This includes coordination and collaboration on quarterly relationship meetings between the third-party record keeper and DRS.

DRS is also required to periodically conduct a competitive procurement for third party defined contribution record keeper services. The consultant may assist with the procurement process, negotiations, contract execution and transition (if necessary).

1.2 BACKGROUND

DRS currently administers eight statewide public employee retirement systems, including fifteen pension plans. The Public Employees' Retirement System (PERS) Plan 3, School Employees' Retirement System (SERS) Plan 3 and Teachers' Retirement System (TRS) Plan 3 are defined benefit plans with a defined contribution (DC) component. The other twelve plans are defined benefit only. DRS also administers a voluntary Deferred Compensation Program (DCP, a 457 plan), which allows participants to defer a portion of their salary. DRS currently contracts with a single record keeper, Voya Financial, for both the DC Component of Plans 3 and DCP.

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

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 WSIB, or in daily valued self-directed options. DCP has over 100,000 participants with over \$5.5 billion dollars in plan assets.

DRS participates in annual public pension administration benchmarking with CEM Benchmarking Inc. CEM's comprehensive benchmarking analysis has consistently identified that DRS administers one of the most complex groups of pension plans in the nation.

DRS is located in Tumwater, Washington, with approximately 300 employees working in a single location. The organizational structure includes divisions for Retirement Services, Administrative Services,

Information Services, Project Management and Executive, which is comprised of Legal/Legislative Services, Communications, Retirement Readiness and the Office of the Director. DRS serves approximately 900,000 active, inactive and retired members, and has close relationships with more than 1,300 public employers who report money and payroll data. DRS collects approximately \$5 billion in contributions and pays over \$7 billion in retirement benefits each year.

1.3 MINIMUM QUALIFICATIONS

DRS is soliciting proposals from qualified Bidders possessing the objectivity, experience, knowledge, skills and abilities to provide expert guidance and consultation concerning defined contribution retirement plan administration and record keeper vendor management. This includes development and management of Service Level Agreements and quarterly executive reports.

1.4 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).

1.5 PERIOD OF PERFORMANCE

The initial period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon contract execution, and end on June 30, 2026. DRS reserves the right to extend the contract for up to 7 additional years in one or more year-increments.

1.6 SCOPE OF SERVICES

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

Defined Contribution Consultant RFP scope of work:

The Contractor will provide services and staff, otherwise do all things necessary for or incidental to the performance of work.

The scope of work to be provided by the Contractor includes the following items on a reoccurring basis:

- a. Assist with the coordination and preparation of materials (agenda, slide deck, presentations) for quarterly executive leadership meetings between DRS and the third-party record keeper.
- b. Create a summary report/minutes of quarterly DRS/record keeper to include follow up action items for DRS, record keeper, or DC consultant within one week following the quarterly meeting today.
- c. Provide consulting services on:
 - Performance standards for record keepers
 - Operational issues and improvements
 - Standard procedures for defined contribution plan administrators such as data flows, reconciliations and reporting requirements
 - Other miscellaneous issues related to recordkeeping services, such as trade restrictions or changes in investment funds

Upon request from DRS, the Contractor will also provide the following services:

- Quality assurance consulting services for specific project efforts.
- Consultation for the competitive procurement for third-party record keeper services.

Optional Scope

Financial wellness and advice services to DRS customers who are actively participating in one of our retirement plans through a call center with designated business hours and 24/7 through an online platform. Services may also include virtual or in-person appointments.

1.7 DELIVERABLES

The Contractor will provide the following deliverables.

On a reoccurring basis, the Contractor will provide quarterly meeting follow-up reports. This includes notes or minutes from the quarterly meeting between the record keeper and DRS Leadership, follow-up and takeaway items for DRS, the record keeper or consultants.

On an as needed basis, the Contractor will provide consulting memos, written advice, or reports. Consulting deliverables will include written materials prepared by subject matter experts concerning defined contribution matters, as well as more detailed analysis, reports and policy or administrative recommendations.

Upon request, the Contractor will provide monthly or quarterly quality assurance reports. These reports should assess the health of a specific project evaluating the overall schedule, resources and scope of that effort.

If optional services are included in a contract as a result of this RFP, additional related deliverables will be identified.

2. PROCUREMENT PROCESS

2.1 RFP COORDINATOR

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

RFP Coordinator	
Name	Wendy Kancianich
Phone Number	360-664-7231
Email Address	drs.rfp@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.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Activity	Schedule Date
Issue Request for Proposals	Monday, April 3, 2023
Questions due	Monday, April 24, 2023
Answers posted	Friday, April 28, 2023
Complaints due	Monday, May 8, 2023
Proposals due	Monday, May 15, 2023 Noon, Pacific Daylight Time
Invite selected Bidder(s) for interview if requested by DRS	Monday, May 22, 2023
Interviews (if requested by DRS)	Monday, May 29, 2023
Apparent Successful Bidder announcement & notification to unsuccessful Bidders	Monday, June 5, 2023
Last day to request debriefing conference	Three business days after announcing ASB
Protest period ends	Five business days after debrief
Sign contract	Upon resolution or closure of protest period

DRS reserves the right to revise the above schedule.

2.3 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 WEBS.

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

2.4 QUESTIONS

Specific questions regarding this Request for Proposals must be submitted via email to DRS' RFP Coordinator by April 24, 2023. Answers to all submitted questions will be posted on WEBS on or before April 28, 2023.

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

2.5 COMPLAINT PROCEDURE

A potential Bidder may file a complaint regarding the proposal process. Grounds for a 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 May 8, 2023, whichever is later.

The complaint must include:

- The complainant’s name, mailing address, telephone number and email 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 WEBS.

2.6 RESPONSIVENESS REVIEW

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.

2.7 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.

2.8 CLARIFICATION OF PROPOSAL

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

2.9 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.

2.10 EVALUATION WEIGHTING AND SCORING

Proposals not meeting the minimum qualifications in Section 1.3 will not be scored.

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

- | | |
|--|------------|
| • Bidder’s Approach | 30 percent |
| • Bidder’s Experience and Qualifications | 30 percent |
| • Sample Work Product | 10 percent |
| • Cost Proposal | 25 percent |
| • Workers’ Rights | 5 percent |

DRS, at its sole discretion, may select the top scoring Bidders for an oral interview. Bidder interviews, if any, will be scored separately from the written proposals. Both the written proposal and the interviews, if any, will be considered in the final determination.

2.11 INTERVIEWS (IF REQUESTED)

As part of the selection process, DRS reserves the right to interview the finalist(s). If needed, interviews are expected to be held May 29, 2023. Failure to attend a requested interview may result in removal from further consideration.

All commitments made by a Bidder during the interview will be considered binding if the Bidder is selected as the Apparent Successful Bidder (ASB).

2.12 REFERENCE CHECKS

Reference checks will be conducted prior to contract execution. At DRS' discretion, reference checks may only be conducted for the top ranked Bidder(s). DRS also reserves the right to request and consider information from sources other than the references provided in the Bidder's proposal. Information obtained from references will not be scored but will be considered when making the final selection of the ASB.

2.13 BEST VALUE

In accordance with RCW 39.26.160, DRS will select the lowest responsive and responsible Bidder.

In determining whether a Bidder is responsible, DRS will assess:

- The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the services described in this RFP; and
- Such other information as may be secured having a bearing on the decision to award the contract.

In determining the lowest responsive and responsible Bidder, DRS may consider best value criteria. The evaluation process is designed to award this procurement not necessarily to the Bidder presenting the lowest cost, but rather to the Bidder whose proposal best meets the requirements of this RFP.

2.14 NOTIFICATION TO BIDDERS

DRS will attempt to notify the Apparent Successful Bidder of its selection by telephone, prior to posting the notice on DRS' website. If telephone contact is unsuccessful, an email sent to the ASB's point of contact will satisfy this notification requirement. Bidders whose proposals have not been selected for further negotiation or award will also be notified by telephone or email.

2.15 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 three business days after notification of the Apparent Successful Bidder.

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 conducted by telephone and will be scheduled for a maximum of 30 minutes.

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 Bidders' proposals, scores, or evaluations.

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.

2.16 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 emailed to the RFP Coordinator within five business days after the completion of the protester's debriefing conference.

DRS will only consider a protest that 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 signed by a person authorized to bind the protester to a contractual relationship.

The protest must contain:

- The name, mailing address, telephone number and email 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 resolution 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 (but not limited to) 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.

3. PROPOSALS

3.1 SUBMISSION OF PROPOSALS

Proposals that do not comply with any of the requirements in this section may be rejected as non-responsive. DRS reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

Proposals must be submitted as attachments to an email sent to the RFP coordinator, with the following filename conventions:

- Non-Cost Proposal: [Bidder Company Name] NCP 23-01.pdf
- Cost Proposal: [Bidder Company Name] CP 23-01.xlsx (or .xls)
- Bidder's Information, Declaration and Certification: [Bidder Company Name] BIDC 23-01.pdf

All proposals must be submitted in English and must be stated in US Dollars.

The Cost Proposal must be submitted in Microsoft Excel format (.xls or .xlsx), using the file provided with this RFP. The other sections must be compiled into a single Adobe Acrobat (.pdf) document.

The Bidder's name must be clearly stated at the top or bottom (header or footer) of each page of the response.

The email with the entire proposal attached (including both the narrative response and Cost Proposal) must arrive and be date/time stamped by DRS' email network no later than noon Pacific Daylight Time on May 15, 2023. Late submissions will not be accepted and will be automatically disqualified from further consideration. Allow sufficient time to ensure receipt by the deadline. DRS assumes no responsibility for technical delays caused by email failures.

All proposals and accompanying documentation become the property of DRS and will not be returned. Bidders must be aware that all proposals will be deemed to be public records as defined in RCW 42.56, "Public Records Act," following announcement of the Apparent Successful Bidder. See Section 4.4 PROPRIETARY INFORMATION – PUBLIC DISCLOSURE before submitting a proposal in response to this RFP.

3.2 ACCEPTANCE PERIOD

Proposals must provide thirty (30) days for acceptance by DRS from the date proposals are due to DRS.

3.3 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.

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.

3.4 PROPOSAL CONTENTS

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

- **Introduction**
- **Bidder Approach**
- **Bidder Experience and Qualifications**
- **Sample Work Product-SLA**
- **Bidders Information, Declarations and Certifications and Contract Exceptions**
- **Cost Proposal**

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.

3.5 INTRODUCTION (NON-SCORED)

3.5.1 Cover Page

Include the following information on the cover page:

- A. Company name
- B. Primary contact for this proposal, including name, title, telephone and email
- C. Procurement title: Defined Contribution Consulting

3.5.2 Cover Letter - Optional

Your firm may provide a cover letter that is no longer than one page to introduce your proposal.

3.5.3 Contract Exceptions - Optional

Review the Sample Contract provided with this RFP as Exhibit A. If Bidder has any issues or concerns with the contract language or requirements that must be revised before signing, describe the issue or concern, and the proposed revision.

3.6 BIDDER APPROACH (SCORED)

Describe the Bidder's approach for providing consulting services (see Section 1.6 Scope of Services). Address on-demand access to subject matter experts, as well as requests for thorough analysis and recommendations.

3.7 BIDDER EXPERIENCE AND QUALIFICATIONS (SCORED)

Describe the overall experience of the Bidder in providing consulting services related to public retirement plans coordinating services with third party record keeper(s). Identify the consultant(s) who will provide consulting services and advice as described in Section 1.6 Scope of Services of this RFP.

Describe consultant(s)' specialties, strengths, and limitations as they relate to the individual items. 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 other pertinent information. Also specify experience and knowledge in the area of IRC 457 and IRC 401(a) consulting.

Provide three (3) positive references, from successful, comparable engagements, for the proposed consultants including:

- Contact Information
- Nature of reference's business
- Evidence of comparability to this engagement

3.8 OPTIONAL SERVICES (NON-SCORED)

Please provide a description of the financial wellness and advisory services your firm provides.

3.9 SAMPLE WORK PRODUCT (SCORED)

Provide an example of proposed Service Level Agreement documentation that the Bidder has developed in conjunction with a plan sponsor and record keeper.

3.10 BIDDER'S INFORMATION, DECLARATIONS AND CERTIFICATIONS (REQUIRED)

Complete, sign and insert Attachment A, Bidder's Information, Declarations and Certifications.

NOTE: The Bidder's Information, Declarations and Certifications form (Attachment A) must be signed by a person 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.

3.11 COST PROPOSAL (SCORED)

Complete the Cost Proposal spreadsheet provided. The proposed fees must represent the all-inclusive cost for completing each phase as described in the Scope of Services and Deliverables sections of this RFP. The cost score for each part of the scope of services will be calculated as follows:

Lowest proposed cost ÷ Bidder's proposed cost x Maximum points

Bidders must provide:

- A. A fixed monthly rate to provide the ongoing services described in the statement of work.
- B. A "rate card" which includes the levels of experience for each rate presented. The rates quoted will be considered "not-to-exceed" rates for the purpose of work to be performed upon request.
- C. Proposal for optional scope is a separate rate that should include a cost for these services per thousand customers who would have access to this advice service.

Proposers must consider the following when completing the Cost Proposal:

- The rates presented in the Bidder’s “rate card” assumes weekdays only from 6 a.m. to 6 p.m., Pacific Standard Time, no state holidays or overtime pay for either service category listed.
- Overtime rates are not allowed.
- Quote rates in US dollars to include all expenses including travel to accommodate working with DRS, and any other indirect costs necessary to accomplish the objectives of the contract.
- Price (rates) quoted will be locked in for the duration of the initial contract. DRS, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of a Contract.
- Consultants are required to collect and pay Washington state taxes as applicable.

3.12 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 submitting questions 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.

3.13 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.

3.14 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 sample contract and its general terms and conditions attached as Exhibit A. 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 in the CERTIFICATIONS AND ASSURANCES, AND CONTRACT EXCEPTIONS section of the proposal, as stated in Section 3.5.3 of this RFP. DRS will review requested exceptions and accept or reject them at its sole discretion.

3.15 PROPRIETARY INFORMATION – PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of DRS. Following announcement of the ASB, the proposals shall be deemed public records as defined in RCW 42.56, “Public Records Act.”

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified as well as the particular exemption from disclosure upon which the Bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right-hand corner of the page.

DRS will consider a Bidder’s request for exemption from disclosure; however, DRS will make a decision predicated upon Chapter 42.56 RCW. Marking the entire proposal exempt from disclosure will not be honored. The Cost Proposal will not be exempt from disclosure, even if it is marked as such. The Bidder must be reasonable in designating information as confidential. If any information is marked as

proprietary in the proposal, such information will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to DRS' Public Records Officer at PDR@drs.wa.gov.

3.16 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.

3.17 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.

3.18 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 (22), (17), and (16) 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: <https://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 <https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses>.

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.

3.19 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.

3.20 NO OBLIGATION TO CONTRACT

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

3.21 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.

3.22 BILLINGS

The Contractor shall bill DRS as phases are completed. DRS will pay the Contractor upon receipt of a properly completed invoice, which shall be submitted to the DRS Contract Administrator and cc the DRS Accounts Payable inbox: drs.accountspayable@drs.wa.gov Each invoice must clearly indicate the DRS Contract Number 23-01.

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 Contractor.

DRS may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor 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.

3.23 INSURANCE COVERAGE

The Contractor 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.

Liability Insurance

Commercial General Liability Insurance: The Contractor 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 from 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 Contractor is responsible for ensuring that all subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Workers' Compensation Coverage

The Contractor 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 Contractor or its employees for services performed under the terms of this contract.

3.24 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 – 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 Contractor and all Subcontractors. The term “Bidder” is used in instances referring to the Proposal and contract negotiation processes.

Contractor – The individual or company whose proposal has been accepted by DRS and has entered into a fully executed, written contract. “Contractor” is used when referring to the Bidder’s responsibilities after a contract is awarded. There may be other individuals or companies 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.

4. RFP ATTACHMENTS AND EXHIBITS

4.1 RFP ATTACHMENTS

Attachment A: Bidder Information, Declaration and Certification Form

Attachment B: Bidder’s Cost Proposal

4.2 RFP EXHIBITS

Exhibit A: Sample Contract