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**Request for Proposal**

**TITLE: Recordkeeping and Custodian Services for the City of Seattle Voluntary Deferred Compensation Plan and Trust**

**Table 1 – Solicitation Schedule**

|  |  |
| --- | --- |
| **Events** | **Date** |
| RFP Issued  | 09/08/2023 |
| Deadline for Questions | 09/29/2023 |
| Proposals Due to the City | 12:00pm PDT 10/27/2023 |
|  Interviews  | December 2023 – January 2024 |
| Announcement of Successful Proposer(s) | February 2024 |
| Contract Award and Start Date | February 2024 |

*The City of Seattle Deferred Compensation Trust Committee may modify this schedule. Changes to the due date are posted on the City of Seattle Voluntary Deferred Compensation Plan website and by amendments or as otherwise stated.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME***

***AND MUST BE AT THE LOCATION STATED IN SECTION 6 OR AS AMENDED.***

By responding to this Request for Proposal (RFP), Proposer agrees that it has read and understands all documents within this RFP package.

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# PURPOSE AND BACKGROUND

## Purpose:

The purpose of this solicitation is to solicit offers from interested and qualified Vendors to provide general deferred compensation plan administration, record-keeping, and custodian services; participant enrollment, education, and communication; and legislative and regulatory updates for the Plan.

##  Background:

The City of Seattle (“City”) offers a voluntary supplemental Deferred Compensation 457(b) Plan to employees and officers. The Plan has approximately 10,900 participants and, as of March 31, 2023, held over $1.5 billion in participant assets. The Plan‘s record-keeper and custodian is Nationwide which, in addition to providing many administrative services for the Plan, has assigned 1.5 full-time onsite deferred compensation education consultants at the Seattle Municipal Tower to educate participants. The governing entity of the Plan is the City of Seattle Deferred Compensation Trust Committee (“Committee”).

The term of the resulting agreement is expected to be five (5) years. At contract maturity, the contract may be extended as mutually agreed upon by the Vendor and the City.

## Single Award:

The Committee intends to award one contract and does not anticipate multiple awards.

# SOLICITATION OBJECTIVES

The Committee expects to achieve the following outcomes through this solicitation:

Listed below are the primary objectives of this record-keeper and custodian selection process:

* Evaluate potential fee structures for participant and plan expenses
* Maintain a simplified, high-performance investment menu involving a diverse, but actionable, range of investment classes and investment options
* Explore the range of potential education approaches and services to enhance the educational service offering at the participant level by providing on-site group and individual participant meetings on investment and retirement planning topics, as well as through other forms of communication
* Outsource Plan record-keeping and custodian services, administrative services, and participant education functions as appropriate. This includes:
* One or more service centers to address participant calls (regarding changing deferral amounts, taking loans, etc.) and process transactions
* Placement of on-site staff to educate groups and provide one-on-one support

A comprehensive record-keeping system, which includes participant and plan sponsor-oriented self-service capabilities. The City and Committee is not interested in a custom software solution, but in an existing system that can accommodate the Plan’s design features, eligibility rules, collectively bargained contribution approaches, payroll system features, and which requires minimal City staff support. The successful bidder will be expected to:

* Optimize its own use of the system’s features to reduce manual tracking of participant and Plan activities
* Maximize standard and ad hoc reporting capabilities
* Maximize the service center staff’s ability to address participant questions and needs specific to a 457(b) plan, and more specifically, the City’s Plan
* Minimize any intervention and problem resolution effort required of the City, and
* Provide for an orderly and timely transition of records and assets, as needed.

# MINIMUM QUALIFICATIONS

The following are minimum qualifications that the Vendor must meet to submit a proposal. Proposals that are not clearly responsive to these minimum qualifications will be rejected by the Committee without further consideration:

1. The firm must have at least three years’ experience administering defined contribution plans.
2. The firm must be currently providing single-record-keeper administration services to at least three defined contribution plans (e.g. 401(k), 403(b), or 457(b)) with a total asset size of at least $1 billion in each plan.
3. The firm must have more than 500,000 total defined contribution plan participants on its recordkeeping platform.
4. The firm must have at least three years’ experience administering tax-exempt 457(b) deferred compensation plans.
5. The firm must be currently providing single-record-keeper administration services to at least three tax exempt deferred 457(b) compensation plans with a total asset size of at least $500 million in each plan.
6. All proposals must come directly from the record-keeping organization.
7. The firm must offer a diversified stable value option or be able to administer a non-proprietary stable value fund.
8. The firm must agree to accurately and fully disclose all fund expense and revenue sharing arrangements associated with all investments available to the Plan and its participants, as well as all transaction (loan fees) and program (SDBA, Stable value, asset allocation tool, etc.) participation fees.
9. The firm must agree to provide at least 1.0 FTE to provide regularly scheduled on-site education and one-on-one meetings at or near the Seattle Municipal Tower, as well as at other locations at which potential and ongoing Plan participants may be clustered.
10. The selected vendor must provide web-based access for Plan participants, alternate payees, beneficiaries and the Plan Sponsor.
11. The system application must either have been assessed for security (using OWASP protocols by an objective, certified third party, and must make the passing results available), or the firm must indicate willingness to perform this assessment immediately after contract is awarded.
12. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract, or for one year, whichever comes first.

In addition to affirming the above mandatory requirements in the table, each firm must include this language in their cover letter over an officer’s signature, or their proposal will NOT be reviewed:

“We agree to a quiet (no contact) period between City Staff and persons employed or hired by the City, Officers, elected officials, Trust Committee, separated Plan participants, alternate payees, and beneficiaries. During this quiet period, which will run from date of RFP release through the Announcement of Intent to Award, there shall be no discussion regarding the City’s Plan and the RFP objectives, content and process.” (This quiet period will not apply to regularly-scheduled discussions as part of this RFP or to issues related to the regular administration of the Plan by the incumbent record-keeper and custodian.)

# LICENSING AND BUSINESS TAX REQUIREMENTS

The Vendor must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor before contract execution.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if it is required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting an offer, as the City and Trust Committee will not separately pay or reimburse licensing costs.

## Seattle Business Licensing and associated taxes

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self](http://www.seattle.gov/self).
7. For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is tax@seattle.gov. The main phone is 206-684-8484.
8. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below.
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.
12. A hard copy version of the Seattle Business license application can be found at <http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

## State Business Licensing and associated taxes

Before the contract is signed, provide the State of Washington business license (a State “Unified Business Identifier” known as a UBI number#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City or Trust Committee. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

## Permits:

All permits required to perform work must be supplied by the Vendor at no additional cost to the City or Trust Committee.

# SPECIFICATIONS AND SCOPE OF WORK

## Contract Term:

This contract shall be for five (5) years, with one (1) two-year extension allowed at the option of the City. The Vendor may provide a notice to not extend to the City at least 45 days prior to the renewal date.

## Contract Expansion:

Any resultant contract may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Contract that has not yet expired. Such modifications must be mutually agreed. The only person authorized to make such agreements is the City of Seattle Deferred Compensation Trust Committee. No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City of Seattle Deferred Compensation Trust Committee in a formal notice. The Trust Committee will ensure the expansion meets the following criteria collectively: (a) it could not be separately propose, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the Trust Committee or vendors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Trust Committee shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Trust Committee.

## Background Checks and Immigrant Status:

Background checks will be required for workers that will be performing the education consultant work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

## Prohibition on Advance Payments:

The City and Trust Committee does not accept requests for early payment, down payment or partial payment, unless Proposal Submittal specifically allows such pre-payment proposals or alternates within the RFP process.

## Vendor Worker:

This contract prohibits vendor workers from supervising City employees and prohibits vendor workers from supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The Committee expects that at least some portion of the project will require the Vendor workers to be on-site at City offices. This benefits the Committee to assure access, communications, efficiency, and coordination. Any vendor worker who is on-site remains, however, a vendor worker and not a City employee.

The Committee will not charge rent. The Proposer is not asked to itemize this cost. Instead, the vendor should absorb and incorporate the expectation of such office space within the vendor plan for the work and costs as appropriate. The current Plan vendor rents office space within the downtown City of Seattle Municipal Tower.

## Paid Sick Time and Safe Time Ordinance

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

# INSTRUCTIONS AND INFORMATION

This chapter details City procedures for directing the RFP process. The Trust Committee reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with any procedure in this chapter.

## Registration into City Online Business Directory:

If you have not previously completed a one-time registration into the City of Seattle Online Business Directory, we request you register at [www.seattle.gov/obd](http://www.seattle.gov/obd). The City’s Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Responses will be not rejected for failure to register, however, if you win a contract and have not registered, you will be required to place yourself, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

## Communications:

All Vendor communications concerning this acquisition must be directed only to Ted Grigsby at the Hyas Group. The RFP Coordinator is:

**Name** Hyas Group, Attn: Ted Grigsby

**Phone** (971) 634- 1507

**E-mail** tgrigsby@hyasgroup.com

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City of Seattle Deferred Compensation Trust Committee regarding this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee (other than the RFP Coordinator) is advised that such material is used at the Proposer’s own risk. The Trust Committee and City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual approved by the RFP Coordinator in writing, may be grounds for rejection of the vendor’s proposal.

Important Notice: If you received this solicitation from any source other than the Plan Sponsor’s Consultant, you must request a copy directly from Hyas Group in order to receive answers as well as subsequent updates, amendments and/or other documents. Failure to contact the Consultant may result in the rejection of your offer. You can also receive updates and addendums at <https://bit.ly/DefCompRFP>.

## Questions:

Submit questions to the RFP Coordinator by the deadline (see page 1). The Trust Committee prefers such questions by e-mail to the RFP Coordinator. Failure to request clarification of any inadequacy, omission, or conflict will not relieve Vendor of any responsibilities herein or in any subsequent contract. The Vendor is responsible to assure they received responses to the questions if issued.

## Changes to the Solicitation/Addenda:

A change may be made by the Trust Committee. A change will be made by formal written addendum issued by the RFP Coordinator. Such Addenda shall become part of this solicitation and included in the Contract. Interested Vendors are responsible to assure they received Addenda. All addenda will be posted on the following site <https://bit.ly/DefCompRFP>.

## Receiving Addenda and/or Question and Answers:

The RFP Coordinator will try to provide you notices that changes or addendums have been posted on our website <https://bit.ly/DefCompRFP>.

Notwithstanding efforts by the RFP Coordinator to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the Trust Committee. Such efforts by the Trust Committee to provide notice or to provide it on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle proposals on their websites as well. The City does not, however, guarantee that such services have accurately provided proposers with all the information published by the City, particularly Addendums or changes to bid date/time.

All proposals sent to the RFP Coordinator shall be compliant to all Addendums, with or without specific confirmation from the Proposer that the Addendum was received and incorporated. However, the Trust Committee can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Trust Committee could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so the Trust Committee must reject the Offer, or the Trust Committee may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Trust Committee.

## Submittal Requirements:

### COVID-19 Procedures:

Proposal submittal procedures have been changed in response to COVID-19 health and safety measures. Proposals shall be submitted using the electronic process provided for below or delivered by U.S. mail or courier services (hand-delivery is only allowed via courier service).

Number all pages sequentially. The format should follow closely that requested in this RFP.

The Trust Committee may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for evaluation. The response should be in an 8 1/2” by 11” format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to “double side”. If there are page limitations, one side of a printed page is considered one page.

The Trust Committee will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. Late Submittals:

Proposers have full responsibility to ensure the response arrives at Hyas Group within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the Trust Committee, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm.

## Hard Copy Submittal:

Submittal Requirements. One original (1) unbound copy must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended. Fax, e-mail and CD copies will not be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the Trust Committee, the hard copy will be the only official version accepted by the City.

Table 2: Hard Copy Submittal Addresses

|  |
| --- |
| **Physical Address**  |
| Hyas GroupAttn: Ted Grigsby9755 SW Barnes Road, Suite 660Portland, Oregon 97225 |

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with Ted Grigsby’s name and RFP title. If packages are not clearly marked, the Proposer has all risks of the package being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or must otherwise be received by Hyas Group at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer.
4. Please double-side your submittal.

## Electronic Submittal:

Bidders must also submit their proposal documents via an e-mail process described below with all other proposal requirements remaining the same. The Hyas Group will use a secure mailbox to receive and protect responses for a sealed opening at the designated date and time.

* + 1. To submit an electronic copy, proposers can e-mail their proposal documents on or before the proposal due date and time to: tgrigsby@hyasgroup.com AND tbreaden@hyasgroup.com

 **Note: Do not e-mail your proposal to any other e-mail addresses.**

* + 1. Title the e-mail with the RFP title and company name.
		2. Any risks associated with the electronic transmission of the bid submittal are borne by the Proposer.
		3. If the proposer also submits a paper-copy, the Hyas Group will determine which form takes precedence in the event of discrepancies.

6. The Hyas Group intends to send a confirming e-mail in reply. However, a proposer may also call Hyas Group at (971) 634-1507 to confirm that their proposal has been received.

## Proposer Responsibility to Provide Full Response:

It is the Proposer’s responsibility to respond, which does not require interpretation or clarification by the Trust Committee. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflects the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the Trust Committee will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the Trust Committee to consider additional information (such as references that are not provided by the Proposer but are known to the Committee, or past experience by the Committee in assessing responsibility), or to seek clarifications by the Committee.

## Contract Terms and Conditions:

Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements. Submittal of a proposal is agreement to comply without exception, unless modified by the Trust Committee. The Committee has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

## Negotiations:

Nothing herein prohibits the Committee from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, to align the proposal or the contract to best meet Plan needs within the scope sought by the RFP.

## Effective Dates of Offer:

Offer prices and costs in Proposer submittal must remain valid until Committee completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to Hyas Group prior to the proposal due date.

## Cost of Preparing Proposals:

The Trust Committee will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer’s participation in demonstrations and the pre-proposal conference.

## Proposer Responsibility:

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Washington Revised Statutes.

## Prohibited Contacts:

Proposers shall not interfere in any way to discourage other potential and/or prospective Proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the Trust Committee, the Proposer that initiates such contacts may be rejected from the process.

## Readability:

Proposers are advised that the Trust Committee’s ability to evaluate proposals is dependent in part on the Proposer’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

## Changes or Corrections in Proposal Submittal:

Prior to the submittal closing date and time, a Vendor may change its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the Trust Committee’s published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form, it must be made in pen, initialed, and be clear in intent. Do not use white-out.

## Errors in Proposals:

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer’s obligations to the Trust Committee.

## Withdrawal of Proposal:

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the Trust Committee.

## Rejection of Proposals and Rights of Award:

The Committee reserves the right to reject any or all proposals with no penalty. The Committee also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

## Incorporation of RFP and Proposal in Contract:

This RFP and the Proposer’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the Trust Committee, shall be binding and incorporated by reference in the Committee’s contract with the Proposer.

## Equal Benefits:

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a “Vendor Questionnaire” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

## Insurance Requirements:

General insurance requirements are included in Attachment #1**.** If formal proof of insurance must be submitted to the Trust Committee before execution of the Contract, City of Seattle Deferred Compensation Plan Staff will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide such proof of insurance to Plan Staff in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the Trust Committee.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

##  Proprietary Materials

The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature’s website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with your bid, please contact Purchasing and Contracting at (206) 684-0444.

### Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by Purchasing and Contracting (see attached Form as part of the Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to Purchasing and Contracting for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please make your request through the City of Seattle’s Public Records Request Center at [www.seattle.gov/public-records/public-records-request-center](http://www.seattle.gov/public-records/public-records-request-center).

## Ethics Code:

Please familiarize yourself with the new code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.

### No Gifts and Gratuities:

Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving sporting event tickets to a City employee on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

### Involvement of Current and Former City Employees:

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you must provide written notice to the RFP Coordinator of the current or former City official, employee or volunteer’s name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to Purchasing and Contracting during the full course of the contract. The Vendor is aware and familiar with the Ethics Code, and educates vendor workers accordingly.

### ****No Conflict of Interest:****

**Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.**

### ****Campaign Contributions (Initiative Measure No. 122)****

**Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or** **polly.grow@seattle.gov****.**

# OFFER SHEET AND MANDATORY SUBMITTALS

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

## Cover letter (optional)

## Legal Name:

Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” Name, or a Nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>

## Minimum Qualifications:

**This is a mandatory submittal.** Provide a document of sufficient length or on the form embedded below to indicate Vendor compliance to the Minimum Qualifications. Describe exactly how you achieve each minimum qualification. The determination you have achieved all the minimum qualifications is made from this or similar document alone and therefore the RFP Coordinator is not obligated to check references or search other materials in your proposal to make this decision.

****

## Vendor Questionnaire:

**This form is mandatory.** Submit this questionnaire, even if you have submitted one to the City and Trust Committee on previous solicitations or contracts.



## Proposal Response:

**This is a mandatory submittal.** Elements of this response will be scored or ranked by the Evaluation Committee.



## Submittal Checklist

This checklist is for your convenience only and does not need to be submitted with your proposal. This checklist summarizes each form or other information required to complete and submit your proposal package to the City.

|  |  |
| --- | --- |
| **Form** | **Type** |
| Cover Sheet | Optional |
| Legal Name | Mandatory |
| Minimum Qualifications Page | Mandatory  |
| Vendor Questionnaire | Mandatory |
| Proposal Response | Mandatory |

# EVALUATION PROCESS

## Step #1: Initial Screening: Minimum Qualifications and Responsiveness:

Hyas Group shall first review submittals to determine responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications for those specifications upon which the Proposer is submitting, a responsive and responsible Inclusion Plan, and other elements of responsiveness will be screened in this Step.

## Step #2: Proposal Evaluation:

The Trust Committee will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

## Specifications:

The City will evaluate each Vendor’s compliance with the specifications and other bid requirements in the RFP, and shall make determinations of “or equal” alternates prior to calculation of Vendors.

|  |  |
| --- | --- |
| **Evaluation Criteria:**  | **Weight (points)** |
| Vendor Background | 5% |
| Participant Services | 25% |
| Investment Flexibility | 5% |
| Fees & Expenses | 20% |
| Plan Sponsor Services | 25% |
| Record-Keeping Operations, Cyber Security, Custody | 20% |
|  | 100% |

## Local Business Tax Revenue Consideration:

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase.   The City will apply SMC 20.60.106(H) and calculate when the value could serve as a differentiator to determine the lowest bid. The City of Seattle’s Business and Occupation Tax rate varies according to business classification. Typically, the rate for service such as consulting and other professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater, pay Business and Occupation Tax.

## Step #3: Interviews:

The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms and award configurations (i.e. partial and/or multiple awards) shall be determined by the City, using the combined results of interviews and proposal submittals.

The Vendor is to submit the list of names and company affiliations with the RFP Coordinator before the interview. Vendors invited to interview are to bring the assigned Project Manager that has been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the RFP Coordinator.

The Trust Committee also reserves the right to organize additional interviews with Proposer’s Operational staff and conduct off-site visits with top ranked firms.

## Step #4: Selection:

The Trust Committee shall select the highest ranked Proposer for award.

## Step #5: Contract Negotiations:

The Trust Committee may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The Trust Committee may negotiate any aspect of the proposal or the solicitation.

## Repeat of Evaluation Steps:

If no Vendor is selected at the conclusion of all the steps, the Trust Committee may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. The Committee shall then sequentially step through all remaining steps as if conducting a new evaluation process. The Committee reserves the right to terminate the process if no proposals meet its requirements.

## Points of Clarification:

Throughout the evaluation process, the Trust Committee reserves the right to seek clarifications from any Vendor.

## Substantially Equivalent Scores:

If the top two Vendors receive the substantially equivalent scores, the contract will be awarded to that Vendor who, in the opinion of the Trust Committee, best meets the Plan’s needs.

# AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation.

## Protests and Complaints:

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification from the City. Note there are time limits on protests and Proposers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

## Limited Debriefs:

The Trust Committee issues results and award decisions to all proposers. The City and Plan Staff provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

## Instructions to the Apparently Successful Vendor(s):

The Apparently Successful Vendor(s) will receive an Intent to Award Letter from the RFP Coordinator after award decisions are made by the Trust Committee. The Letter will include instructions for final submittals that are due prior to execution of the contract.

If the Vendor was allowed to request exceptions in the instructions and chose to do so, the Trust Committee will review and select those the Committee is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the Trust Committee and Plan legal counsel may identify proposal elements that require further discussion to align the proposal and contract fully with Plan business needs before finalizing the agreement. If so, the Trust Committee will initiate the discussion and the Vendor is to be prepared to respond quickly in discussions. The Trust Committee has provided only 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the Trust Committee may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the Committee. The Trust Committee will send a final agreement package to the Vendor for signature.

Once the Trust Committee has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the Committee may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may cause Proposer disqualification for future solicitations for this product/service.

## Checklist of Final Submittals Prior to Award:

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Certificate of Insurance (if a hard-copy is required by the specifications)
* Special Licenses (if any)

## Taxpayer Identification Number and W-9:

Unless the Vendor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Vendor must execute and submit this form prior to the contract execution date.

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# ATTACHMENTS

For convenience, the following documents have been embedded in Icon form within this document. (Double click on Icon to open).

## Attachment #1: Insurance Requirements

