

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFP1622005004	Title of RFP	Voluntary Retirement Investors' Club (RIC) Investment Providers for the 401a, 403b, and 457b plans	
Agency	Iowa Department of Administrative Services (DAS)			
Number of years of the initial term of the contract	6	Number of possible annual extensions	0	
State Issuing Officer: Michael Gulick Phone: 515-443-3004 E-mail: michael.gulick@iowa.gov				
PROCUREMENT TIMETABLE—Event or Action				Date/Time (Central Time)
State Posts Notice of RFP on TSB website				June 1, 2022
State Issues RFP				June 3, 2022
Pre-Proposal Meeting RFP written questions, requests for clarification, and suggested changes from Respondents due				June 16, 2022
Pre-Proposal Meeting RFP written answers to questions, requests for clarification, and suggested changes from DAS due and posted				June 27, 2022
Pre-Proposal Meeting – Virtual Tuesday, June 28 · 9:00 – 11:00am Google Meet joining info Video call link: https://meet.google.com/qqh-yjpw-vec Or dial: (US) +1 650-781-0691 PIN: 905 540 052# Is Pre-Proposal Conference mandatory? No				June 28, 2022
Final RFP written questions, requests for clarification, and suggested changes from Respondents due				July 22, 2022
Final RFP written answers to questions, requests for clarification, and suggested changes from DAS due				August 3, 2022
Proposals Due 2:00 PM Central Time in the State's IMPACS Electronic Procurement System .				August 17, 2022
Relevant Websites				
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and State's IMPACS Electronic Procurement System				
Contract terms and conditions are located in Attachment 1: Service Agreement				
Firm Proposal Terms				
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 180 Days.				

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

“Employer” means any employer participating in the Iowa Retirement Investors’ Club.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Participant” means any employee who has an open account held inside the Iowa Retirement Investors’ Club.

“Plan Sponsor” means the State of Iowa.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RIC” means State of Iowa voluntary Retirement Investors’ Club.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“TPA” means a third-party administrator.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Objectives

The Retirement Investors’ Club (RIC) objective is to select investment providers to offer 457b, 401a, and 403b products and services to eligible employees of the State and participating public entities.

1.5 Background

RIC is an employer-sponsored voluntary retirement savings program for employees of the State of Iowa and participating public entities. RIC is designed to supplement pensions (IPERS, POR, Judicial) and social security benefits at retirement. Contributions are made pretax and Roth through payroll deductions and investment earnings grow tax-deferred.

The Department of Administrative Services (DAS) administers the RIC program. RIC consists of three plans: 457b, 401a, and 403b. DAS outsources most of the 403b transaction approval to a third-party administrator (TPA). Successful Respondents must share information with the TPA and with DAS.

The 457b/401a plans are offered to all eligible employees of the State of Iowa as well as employees of employers throughout the State that have joined RIC’s 457/401a plans. A listing of participating employers may be found at <https://das.iowa.gov/RIC>.

The 403b plan is offered to eligible employees of the State of Iowa as well as employees of employers throughout the State in educational & education-related institutions (public school districts, community colleges and Area Education Agencies) that have elected to participate in RIC. Participation in RIC is optional for such employers. A listing of participating employers may be found at <https://das.iowa.gov/RIC/403b>. As of March 31, 2022, three hundred ninety-eight (398) employers have joined RIC. This plan is not offered to those employed by the State of Iowa’s three public universities. Active plan assets are approximately:

457b = \$1,203,090,300

401a = \$388,370,045

403b = \$1,063,975,066

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the websites periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Pre-Proposal Conference

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Respondents who submit a letter of intent to propose and will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#).

2.7 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.8 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of Proposals

Respondent must submit Proposal in the State of Iowa's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a **50MB** per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.12 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.13 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.13.1** The Respondent fails to deliver the Product Proposal and Cost Proposal as separate files.
- 2.13.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.13.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.13.4** The Respondent's Proposal limits the rights of the Agency.
- 2.13.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.13.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7** The Respondent fails to include proposal security, if required.
- 2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.13.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.13.11** The Respondent provides misleading or inaccurate responses.
- 2.13.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.13.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.13.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.13.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.14 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness,

are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.16 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.17 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.18 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.19 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent

requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.29 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be divided into three parts: (1) the Technical Proposal, (2) the Product Proposal, and (3) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

RFP1622005004 – Respondent Name –Technical Proposal

RFP1622005004 – Respondent Name –Product Proposal

RFP1622005004 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State of Iowa [IMPACS Electronic Procurement System](#).

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

RFP1622005004 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal – Separate File

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6 including **Attachment 1: Service Agreement** except as noted in **Attachment 2: Deviations**.
- An overview of the Respondent's plans for complying with the specifications of this RFP.

- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms will remain firm for 180 days following the deadline for submitting Proposals.

Exhibit 4 – Response to Section 4 Specifications of the RFP

The Respondent shall provide a line by line response to RFP section **4.1 Minimum Respondent Qualifications, 4.2 Minimum Proposal Qualifications, 4.3 Minimum Investment Requirements, 4.4 Minimum Administrative Requirements, and 4.5 Scored Specifications**. The Respondent must answer all questions posed in a thorough manner.

Exhibit 5 – Acceptance of Terms and Conditions

The Respondent shall acknowledge its acceptance of the terms and conditions of the RFP and **Attachment 1: Service Agreement** without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific change it proposes to include in place of the provision. Respondents must note the exceptions in **Attachment 2: Deviations**. If taking exceptions to **Attachment 1: Service Agreement** the Respondent must also provide a “red lined” service agreement document showing items the Respondent wishes to take exceptions and language they would like to insert for **Attachment 1: Service Agreement**.

If Respondent’s exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 6 – Respondent Technical Proposal Attachments

The Respondent must submit the following Attachments.

Attachment 3: Common Remitter Master Provider Agreement

Attachment 4: Planwithease (PWE) Master Agreement

Attachment 5: Organizational Chart – Respondent to provide their own attachment

Attachment 6: Biography– Respondent to provide their own attachment

Attachment 7: Insurance Company Annual Filing– Respondent to provide their own attachment

Attachment 8: Agent Recommendation of 403b Optional Provider

Attachment 9: List of Agents– Respondent to provide their own attachment

Attachment 10: Script– Respondent to provide their own attachment

Attachment 11: Screen Prints– Respondent to provide their own attachment

Attachment 12: Enrollment Form– Respondent to provide their own attachment

Attachment 13: Iowa RIC 403(b) Information Sharing Agreement

3.3 Product Proposal – Separate File

Respondents shall include a line by line response to Section 4.6 Product Proposal and submit completed Excel file **Attachment 14: Proposed Fund – Fee – Revenue Share – Commissions** and **Attachment 15: Fund Characteristics** (Respondent to provide their own attachment 15). Proposed Product 403(b) will be scored independently in accordance with Iowa Code 8A.438 of Proposed Product 457_401a.

3.4 Cost Proposal – Separate File

Respondents shall include a line by line response to Section 4.7 Cost Proposal and submit completed Excel file **Attachment 16: Cost Proposal**.

SECTION 4 SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

There are two types of requirements addressed in this section:

- **Mandatory (pass/fail) Requirements:** A Respondent must be able to satisfy all these requirements to be deemed a Responsible Respondent.
- **Scored Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee which may include input from the State's investment consultant and will be scored in accordance with the evaluation criteria described in Section 5. A response to all of the Scored Requirements is also mandatory.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Proposals and **provide an explanation as to how the specification is met**. By indicating **“yes”** a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 Mandatory Minimum Respondent Qualifications

- 4.1.1** Respondent is registered under the appropriate state and federal securities, insurance, and banking laws. The Respondent is responsible for obtaining and maintaining all licenses required in order for the Respondent's personnel to fulfill the required duties. Respondent shall inform the State of Iowa if the licenses are revoked or withdrawn.
- 4.1.2** Respondent must have provided the products and services requested in this RFP to defined contribution plans for at least ten years ending December 31, 2021. Of these defined contribution plans, at least five plans shall have at least 1000 participants and at least one of these plans must be a 457b plan or a 403b plan.
- 4.1.3** If Respondent is submitting a proposal to provide 403(b) accounts, the Respondent has been recommended for inclusion in the program as required by Iowa law. Such recommendation shall be documented as **Attachment 8: Agent Recommendation of 403b Optional Provider**.

- 4.1.4** If Respondent is an insurance company, Respondent must be rated by at least three of the following agencies: AM Best, Fitch, Moody's, and Standard and Poor's.
- 4.1.5** If Respondent is an insurance company, Respondent meets the following financial requirements based on the most recent publicly available statutory information:
 - 4.1.5.1** General Account assets of at least \$2.0 billion;
 - 4.1.5.2** Adjusted capital and surplus, as a percentage of General Account assets, of at least 6%; and
 - 4.1.5.3** A Risk-Based Capital ratio in excess of 200%.
 - 4.1.5.4** If Respondent is an insurance company and is submitting a proposal to provide 403(b) accounts, the Respondent's contract and forms have been approved by the Iowa Insurance Commissioner.
- 4.1.6** If Respondent is a mutual fund/investment management company or utilizes a fund-of-funds structure, Respondent has assets under management of at least \$5 billion.
- 4.1.7** If Respondent is a mutual fund/investment management company, Respondent is registered with the federal securities and exchange commission.
- 4.1.8** Respondent meets the insurance requirements of Section 6.

4.2 Mandatory Minimum Proposal Qualifications

- 4.2.1** The Proposal is certified by an authorized person.
- 4.2.2** Respondent has provided a transmittal letter and executive summary.

4.3 Mandatory Minimum Investment Requirements

- 4.3.1** All proposed investments for 457(b)/401(a) products meet RIC's Statement of Investment Policy, found at <https://das.iowa.gov/RIC/SOI/documents>. Each proposal must include a guaranteed interest option.
- 4.3.2** All proposed investment products for all plans must offer an option that meets the Department of Labor's definition of a qualified default investment alternative, such as a target date suite.
- 4.3.3** Respondent may not charge a withdrawal fee, redemption fee, transfer fee, deferred sales charge, reallocation fees, or sales load of any type at the plan or participant level including, but not limited to, normal benefit payments, in-service withdrawals (other than 403b loans), plan-to-plan transfers, rollovers out of the Plans, contract termination and transfer of assets, and assets transferred or exchanged to another Provider within the Plans. If Respondent currently maintains policies within RIC, Respondent allows its current participants to move their funds from their existing product to the proposed product without fees or penalties and without restrictions.
- 4.3.4** Respondent affirms that if it is offering a variable annuity or mutual fund product, DAS may require changes to the fund offerings. Regardless of the reason for the change, Respondent will be responsible for notifying participants of all fund changes in writing and providing customer service support to answer participant questions. It is expected that when a fund is replaced, assets will be mapped to the replacement fund and Respondent will be responsible for ensuring the accurate and timely transfer of participant fund balances.
- 4.3.5** Respondent cannot apply or levy a penalty or fee of any type, except for adjustments related to market valuation of a fixed investment product, upon liquidation, if DAS, for

any reason, finds it necessary to move or transfer funds to protect employees or if Respondent is no longer an approved provider.

- 4.3.6 Under no circumstances will there be any restrictions on the movement of funds within Respondent's product or outside Respondent's product, with the exception of money into or out of a fixed account due to an equity wash provision with a money market or similar fund within Respondent's product.
- 4.3.7 Respondent has submitted all required investment spreadsheets and information.
- 4.3.8 Respondent must confirm they are able to provide any required reporting items found in RIC's Investment Policy.

4.4 Mandatory Minimum Administrative Requirements

- 4.4.1 The Respondent shall share information with RIC's third party administrator (TPA). If the Respondent does not currently share information with the TPA, the Respondent shall submit signed agreements as **Attachment 3: Common Remitter Master Provider Agreement** and **Attachment 4: Planwithease (PWE) Master Agreement**. Respondent shall indicate if it already shares information or if it has signed and submitted these agreements.
- 4.4.2 Stay abreast of all federal, state, and local regulations impacting the services and plans provided and associated administrative processes. Notify DAS of the nature and impact of pending changes and make associated recommendations (if applicable).
- 4.4.3 Receive contributions and data electronically from DAS or its TPA.
- 4.4.4 Allow DAS to approve all employee communications and education prior to distribution to eligible employees.
- 4.4.5 Provide internet access to DAS, the plans' participating employers as needed, and to employees, including access to product-specific information for non-participating employees.
- 4.4.6 Maintain a toll-free number for employee inquiries as well as a toll-free TDD line.
- 4.4.7 Provide a Voice-Response Unit (VRU) system to provide participant account and plan information.
- 4.4.8 Allow participants to make asset allocation changes without DAS's approval.
- 4.4.9 Provide plan sponsor reports and statistics to DAS as requested.
- 4.4.10 Make distributions payable from the 403b plan to participants age 59 ½ or older, if distribution is based on age, and to beneficiaries and alternate payees without DAS's or the TPA's approval or involvement, including a DAS signature on a company form.
- 4.4.11 Make distributions payable from the 457b and 401a plans to terminated employees and to beneficiaries and alternate payees without DAS's approval or involvement, including a DAS signature on a company form.
- 4.4.12 Ability to send funds to other RIC providers without requiring a letter of acceptance from the receiving provider.
- 4.4.13 Ability to process requests from DAS and its TPA for hardship distributions/unforeseeable emergencies without requiring DAS or its TPA's signature on a company form.
- 4.4.14 Ability to process requests from DAS and its TPA for movement of funds to another RIC provider without requiring DAS or its TPA's signature on a company form.
- 4.4.15 Prepare any required tax filings under the employee or beneficiary's identification number.
- 4.4.16 Monitor mandatory minimum distribution requirements and notify terminated participants and beneficiaries of deceased participants accordingly.
- 4.4.17 Provide DAS with an up-to-date list of all agents, if agents are utilized.

- 4.4.18 Prepare and distribute concise, consolidated quarterly/annual statements to participants.
- 4.4.19 Provide daily valuations of all accounts.
- 4.4.20 Provide 403b information electronically to DAS's TPA using the format required by the TPA.
- 4.4.21 Provide separate accounting for all types of contributions and roll-ins, including employer contributions and voluntary employee pre and post-tax contributions.
- 4.4.22 Ability to process rollovers for participants purchasing service credit in a defined benefit plan.
- 4.4.23 Ability to maintain beneficiary information for all plans.

4.5 Scored Specifications

All items listed in Section 4.5 are Scored Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee which may include input from the State's investment consultant in accordance with Section 5. Proposals that do not have a minimum score of 250 on these technical requirements will be rejected.

Respondent must provide answers to all the questions presented in this section. Each question must be answered specifically and in detail. Include both the question and the answer in the proposal. Reference should not be made to a prior response unless the question involved specifically provides such an option. Respondent should read and be familiar with all sections of this RFP before responding to any of the questions, so that the Respondent has a complete understanding of all of DAS's requirements with respect to the proposal.

If the Respondent's proposal is different in any way (whether more or less favorable) from what is requested in this RFP, clearly indicate the deviation in **Attachment 2: Deviations**. If no deviations are noted, the submission of the proposal will be deemed a certification that the Respondent will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

Please include any additional information in the proposal that the Respondent considers useful to DAS. However, responses to all of the questions set forth below must be provided.

Answers that state "it is the respondent's policy not to respond to a given question" or statements using similar language will be seen as non-responsive and no points will be given for that response.

4.5.1 Organization

- 4.5.1.1 Give a brief history of the firm, including the year organized, the nature of the firm's ownership and specific details with regard to any affiliated companies or joint ventures. Provide an organizational chart as **Attachment 5: Organizational Chart** that diagrams the interrelationships between the professional staff, as well as parent-subsidary or joint venture entities. Describe any pending agreement to sell or merge your company.
- 4.5.1.2 Which of your firm's offices would service this account? DAS requires each firm to designate one person as DAS's main client service representative. Describe the role you propose for this person. Please note that the

expectation is that this individual's responsibility will be to manage all facets of the account without having agent/broker goals or quotas to meet. This person should be dedicated to plan sponsor issues and should not be serving as an agent or advisor for individual employees within the plan. Please provide a biography of this person as **Attachment 6: Biography**, and provide the following information:

- Name;
- Phone number;
- Fax number;
- Email address;
- Mailing address; and
- Total number of years with the firm and number of years with the firm as a client's main contact with the firm.

4.5.1.3 DAS prefers, but does not require, having one person in the Respondent's home office assigned to DAS for account processing questions and concerns. This individual would be expected to assist DAS with transactions and client concerns regarding their accounts. It is not anticipated that this individual would be expected to assist participants directly with account inquiries or investment information. Please provide the following information on the individual proposed for this service:

- Name;
- Phone number;
- Fax number;
- Email address;
- Mailing address; and
- Total number of years with the firm and number of years with the firm in a similar situation.

4.5.1.4 Indicate which types of individuals (other than agents) are expected to receive variable compensation (such as commissions, bonuses, or incentive compensation) as the result of services performed under an agreement with DAS, should your firm be awarded a Service Agreement. If any of these individuals receive variable compensation, describe these compensation arrangements and what percentage of each type of individual's total pay is expected to be provided under the variable compensation arrangement.

4.5.1.5 Provide as **Attachment 7: Insurance Company Annual Filing**, insurance companies must attach a copy of their annual filing as of December 31, 2021, if available, and previous two years' filings and must provide the last three years of data for the following.

4.5.1.5.1 Invested assets and adjusted capital and surplus;

4.5.1.5.2 Risk-based capital ratio; and

4.5.1.5.3 General account assets.

4.5.1.6 Provide the following claims paying ratings information for AM Best, Fitch, Moody's, and S & P rating agencies.

4.5.2 Cybersecurity

- 4.5.2.1** Describe your company’s security procedures to protect account integrity and participant privacy. What procedures are in place to prevent and mitigate identify theft?
- 4.5.2.2** Separate from your custodian, identify what other third party vendors you use and do your insurance policies cover losses caused by their Cybersecurity breaches?
- 4.5.2.3** Do you maintain an Identity Theft Prevention Program and if so, which specific Regulations do you conform with and why?
- 4.5.2.4** Have monies ever been transferred without proper authorization from accounts you oversee in which you took the position that the participant’s negligence was responsible for the unauthorized transfer and if so explain?
- 4.5.2.5** What form of insurance do you and/or your custodian/trustee have to cover potential Cybersecurity claims and in what amounts?
- 4.5.2.6** If monies are misappropriated from your custodian or participant accounts are hacked, do you indemnify participants and, if applicable, the plan sponsor, for any losses? If not, why not?
- 4.5.2.7** Have you or your custodian ever been hacked? If so, how were participants and plan sponsors notified? Were participants, and plan sponsors if applicable, made whole for any losses? Did you provide participants with any identify theft coverage?

4.5.3 Experience

- 4.5.3.1** List total assets under management by your firm for each of the following plan types.

Calendar Year	457b	403b	401a
2021			
2020			
2019			

- 4.5.3.2** List your firm’s largest (by asset size) five public 457b plan clients, including all of the following public information.

457b Client Name	Client 1	Client 2	Client 3	Client 4	Client 5
Contact/Title					
Phone/Email					

Does Plan include Match?					
Amount \$ of Assets					
Number of actual Participants					
Number of eligible Participants					
Fee Structure					
Year your plan relationship began with client					
Number of other firms offered by client					

4.5.3.3 List your firm's largest (by asset size) five public 403b plan clients, including all of the following public information.

403b Client Name	Client 1	Client 2	Client 3	Client 4	Client 5
Contact/Title					
Phone/Email					
Does Plan include Match?					
Amount \$ of Assets					
Number of actual Participants					
Number of eligible Participants					
Fee Structure					
Year your plan relationship began with client					
Number of other firms offered by client					

4.5.3.4 List your firm's largest (by asset size) five public 401a defined contribution plan clients, including all of the following public information.

401a Client Name	Client 1	Client 2	Client 3	Client 4	Client 5
Contact/Title					
Phone/Email					
Amount \$ of Assets					
Number of actual Participants					
Number of eligible Participants					
Fee Structure					
Year your plan relationship began with client					
Number of other firms offered by client					

4.5.3.5 How many proposals have you submitted for similar products and services (either 457, 403b, or both) in the last three years? Of these, in how many were you successful?

4.5.3.6 List all 457b, 403b, and 401a match clients your firm has lost in the last three years and reasons for such loss.

4.5.3.7 For how many clients does your company currently provide the requested services? As of December 31, 2021, complete a table (**3 tables in all**) for each of the following categories. “Participants” means the number of participants investing with the Respondent, not all participants in a plan.

457b Plan Size by number of actual Participants	Number of Plans	Average Number of Years Respondent Provided Service	Average Number of Investment Options	Total Respondent Assets \$
Up to 1,000				
1,001 to 5,000				
5,001 to 10,000				
10,001 to 25,000				
25,001 to 50,000				
50,0001 and greater				
Total				

403b Plan Size by number of actual Participants	Number of Plans	Average Number of Years Respondent Provided Service	Average Number of Investment Options	Total Respondent Assets \$
Up to 1,000				
1,001 to 5,000				
5,001 to 10,000				
10,001 to 25,000				
25,001 to 50,000				
50,0001 and greater				
Total				

401a Match Plan Size by number of actual Participants	Number of Plans	Average Number of Years Respondent Provided Service	Average Number of Investment Options	Total Respondent Assets \$
Up to 1,000				
1,001 to 5,000				
5,001 to 10,000				
10,001 to 25,000				
25,001 to 50,000				
50,0001 and greater				
Total				

4.5.4 Agents (if you do not use agents to market the plan and assist participants, please answer this section with reference to the individuals who will provide these services).

- 4.5.4.1 Describe how your firm licenses or registers agents or representatives and how it decides how many agents to license. Do you use independent agents, a captured sales force, or some other arrangement?
- 4.5.4.2 How many agents will you provide as a minimum to service this agreement?
- 4.5.4.3 Will agents be allowed to market for other providers within RIC?
- 4.5.4.4 Describe the requirements your firm places on agents before your firm allows them to sell your products, including any mandatory deferred compensation training. Describe how you train agents and keep them updated with current plan information, including forms and marketing material.
- 4.5.4.5 Do you encourage or require annual client contact between agents and clients? If so, what methods do you allow and how do you monitor whether these contacts have taken place?
- 4.5.4.6 Provide a current list of agents who will be allowed to market your product to State of Iowa participants as **Attachment 9: List of Agents**.
- 4.5.4.7 What features are included in your basic agent services, both in person and virtually?
- 4.5.4.8 What enhancements would you suggest outside of the basic agent services? What would be the costs for enhancements?
- 4.5.4.9 What information can an agent see about the agent's clients on your website (such as statements, transactions, and beneficiaries)?
- 4.5.4.10 How do you manage client accounts in regard to agent turnover (leaves the business, dies, etc.) and how is this information communicated to the client and the State?

4.5.5 Custodian/Trustee Function and Standard of Care

- 4.5.5.1 Will you act as custodian for, or provide trustee services to, the Plans? If not you, who will?
- 4.5.5.2 If you provide custodian/trustee services, what are your fiduciary responsibilities? Does this answer depend upon whether a trust vs custodial arrangement is in question and if so how/why?
- 4.5.5.3 Is your custodial/trust accounting system integrated with your record keeping system?
- 4.5.5.4 If you do not provide custodian/trustee functions, what types of documents will the plan sponsor be asked to sign with an outside entity?

- 4.5.5.5** Will you agree to perform all services to the plan as an expert in defined contribution/deferred compensation administration and with the standard of care of a prudent person familiar with such matters in the performance of those administrative functions and if not, why not?
- 4.5.5.6** Will you agree to accept full responsibility (which includes acceptance of fiduciary responsibility) for those services which you agree to have “outsourced” to your organization by the Plan Sponsors and if not, why not?
- 4.5.5.7** For the administration of the plan that you agree to undertake, how will you help the Plan Sponsor differentiate between “Settlor” vs “Ministerial” Administrative functions to ensure that participants are not covering “Settlor” costs?

4.5.6 Recordkeeping

- 4.5.6.1** What recordkeeping platform do you use (SunGard; WySTAR, etc.) – and since when?
- 4.5.6.2** What are the system limitations for the following:
 - 4.5.6.2.1** Number of investment options;
 - 4.5.6.2.2** Number and types of money sources;
 - 4.5.6.2.3** Number of loans per participant;
 - 4.5.6.2.4** Fund reallocation frequency;
 - 4.5.6.2.5** Fund reallocation method (% , \$ or both);
 - 4.5.6.2.6** Requesting a partial withdrawal from a specific fund or contribution tax type; and
 - 4.5.6.2.7** Tracking contributions by source or tax type.
- 4.5.6.3** Is your system fully integrated in real-time – VRU, Web, mobile app, etc.? If not, how quickly are your platforms updated to show current data?
- 4.5.6.4** Describe in detail, including timing, how your system processes the following. If processing timelines are not met, do you adjust participant accounts and if so, how?
 - 4.5.6.4.1** Lump sum distributions
 - 4.5.6.4.2** Systematic/installment payments
 - 4.5.6.4.3** Annuities conversion/distributions
 - 4.5.6.4.4** Rollovers out of the plan
 - 4.5.6.4.5** Rollovers into the plan
 - 4.5.6.4.6** Transfers/exchanges to another provider in the plan
 - 4.5.6.4.7** Transfers/exchanges from another provider in the plan
 - 4.5.6.4.8** Retroactive adjustments
 - 4.5.6.4.9** Returns of excess contributions
 - 4.5.6.4.10** Change of employer within the plan (from one employer in the plan to another employer in the plan)
- 4.5.6.5** Do all clients receive all enhancements simultaneously? If not, how are enhancements rolled out?

4.5.7 Participant Customer Service

4.5.7.1 Call Center – Complete the following table:

Call Center Metrics	Response
Days and hours call center representatives are available (CT)	
Number of call centers	
Average number of plans per call center representative	
Average length of call (minutes)	
Number of calls monitored	
Number of calls recorded	
Percentage of calls which require a call back	
Average response time	
Average abandonment rate	
Call center representatives to participant ratio	
Call center representatives licensure requirements	
Number of potential call center representatives serving RIC participants	
Location(s) of call centers serving RIC participants	

4.5.7.2 Provide the phone numbers as follows for each plan type:

	457b	401a	403b
Voice Response Unit			
Toll-Free for Enrollments			
Toll-Free for Distributions			
Toll-Free for Other Service			

4.5.7.3 What training is provided to customer service representatives and how are they updated with new information? What type of information is available to them when answering calls from RIC participants? Are these representatives able to access live, real time support from supervisory staff? Provide as **Attachment 10: Script**, provide a few sample pages of script a customer service representative would have available during a call.

4.5.7.4 What is your policy for employees and agents concerning response time to phone and email messages? How is this monitored?

4.5.7.5 List all ways a participant may enroll and any requirements for enrollment (e.g. must the enrollment application be completed by an agent). Do you allow default enrollments? If so, please explain how.

4.5.7.6 List all ways a participant may make asset allocation changes.

- 4.5.7.7 Describe the services available through your toll-free customer service line. Are there any transactions that cannot be processed through this line?
- 4.5.7.8 Describe the services available through your voice-response unit (VRU). Are there any transactions that cannot be processed through the VRU?
- 4.5.7.9 Describe the services available through your mobile app. Are there any transactions that cannot be processed through the app? Is there any data that cannot be retrieved on the app?
- 4.5.7.10 Describe your internet services, including:
 - 4.5.7.10.1 the types of information a participant may see;
 - 4.5.7.10.2 the actions a participant may perform, such as making changes to personal information, beneficiary designations, asset allocation, or requesting a distribution;
 - 4.5.7.10.3 how many years of data a participant may access;
 - 4.5.7.10.4 the types of information a non-participating employee may see;
 - 4.5.7.10.5 fund information, including historical returns and fees;
 - 4.5.7.10.6 online chat services;
 - 4.5.7.10.7 whether your internet platform is compatible with personal accounting software, such as Quicken; and
 - 4.5.7.10.8 provide the address & password for the participant demonstration web-site.
- 4.5.7.11 Provide as **Attachment 11: Screen Prints**, provide screen prints of the first page a non-participating employee would see when accessing your site, as well as the first page a participating employee would access after logging into your system with user id and password.
- 4.5.7.12 Describe the process used during enrollment in regard to determining the suitability of investments for a particular client and any disclosures you require. Please provide a sample of your proposed enrollment form as **Attachment 12: Enrollment Form**.
- 4.5.7.13 If you offer online enrollment, are you able to provide plan sponsor reports on who enrolled online vs. paper enrollment?

4.5.8 Participant Statements

- 4.5.8.1 Are statements are provided online, and if so, how many years may be accessed?
- 4.5.8.2 Can you accommodate multiple plans on one statement?
- 4.5.8.3 Do you show Personalized Rates of Return on the statements? Include frequency available (e.g. monthly, quarterly, annually, etc.).
- 4.5.8.4 Can you show beneficiary designations, both primary and contingent?
- 4.5.8.5 Can you show contributions since inception with your organization by tax type (pretax and Roth)?
- 4.5.8.6 Can you show advisor names and contact information?

- 4.5.8.7** There will be both employee and employer contributions. Please confirm your ability show both separately (per contribution period and cumulatively) employee and employer contributions.
- 4.5.8.8** How are fees reported on participant statements? Please provide a sample statement.

4.5.9 Education and Planning Tools

- 4.5.9.1** Describe the online and written tools you provide to participants and non-participating eligible employees to help them determine their retirement readiness, how much to invest, their risk tolerance, and how to allocate their investments. For online tools, list the website addresses. List what data you would need from DAS, if any, to help participants determine their true retirement readiness.
- 4.5.9.2** Do you offer in-person presentations, such as lunch & learns? If so, who gives the presentations (general description, names not required)? What are some typical topics? Who prepares the materials? How do you monitor the effectiveness of the presenter?
- 4.5.9.3** Do you offer live webcasts? If so, how often? What are some typical topics? Who presents the webcasts (general description, names not required)? What are some typical topics? Who prepares the materials? How do you monitor the effectiveness of the presenter?
- 4.5.9.4** Do you offer any targeted education, such as participant newsletters, special bulletins, or email blasts? Please describe. How many times a year, on average, do you send out such communications?
- 4.5.9.5** How do you measure the effectiveness of your educational efforts, including ongoing education (web-based) and targeted education (mailings, email blasts, etc.)? What is the average response to targeted education?
- 4.5.9.6** What education do you offer to retirees to help them appropriately allocate their investments in their retirement years?
- 4.5.9.7** What importance do you place on retention of assets in employer plans? How do you monitor this? How do you educate agents on the importance of asset retention?
- 4.5.9.8** What oversight is provided to ensure that advisors are not moving all available assets out of the plan once a participant meets the requirements for distribution?

4.5.10 Guidance and Advice

- 4.5.10.1** Do you or can you provide investment advice to the Plan Sponsor and if so explain?
- 4.5.10.2** Do you or can you provide investment advice to plan participants and if so explain?
- 4.5.10.3** Describe your guidance product and cost. (Guidance means to provide asset classes in which participant should invest).
- 4.5.10.4** Describe your advice product and cost. (Advice means provides specific funds within core lineup in which participants should invest). Is the Advice product formatted to execute the advice automatically at the end of the sequence if the participant chooses to accept the advice?
- 4.5.10.5** If you have a managed account service, does it constitute “advice” and in not, explain why.
- 4.5.10.6** Describe how you support the Plan Sponsor in the oversight and monitoring of your advice product/managed account so as to enable it to determine whether the fees associated with it (initially and ongoing) are “reasonable”?
- 4.5.10.7** If you offer a managed account, who provides the service? Do you summarize the fees on your 408(b)(2) disclosure?
- 4.5.10.8** Do you provide distribution advice or recommendations to participants/beneficiaries? If so, please explain. If you provide such information, are you or your agents acting as fiduciaries?
- 4.5.10.9** Even though the plans here in are public plans, will you agree to comply with PTE 2020-22 (Improving Investment Advice for Workers & Retirees) and if so, how? If not, please explain.
- 4.5.10.10** Do you have a Form CRS which you distribute to each potential roll-over prospect and if so, please attach as an Attachment and if not, explain why not?
- 4.5.10.11** Would you agree to provide simultaneously with the delivery of your Form CRS (and prior to any actual rollover) a notice of the State’s making describing the fees and options of our plans?
- 4.5.10.12** Would you agree to keep a “log” of each and every rollover that is made from a RIC plan, including the destination of the rollover and the advisor’s name as shown on the rollover form? If not, why not?

4.5.11 Financial Wellness

- 4.5.11.1** Do you currently host a Financial Wellness portal and if so, please describe?

- 4.5.11.2** Is it a series of self-help modules or is it supported by a help desk and if so, describe the depth of the support?
- 4.5.11.3** Can the system track users and generate Plan Sponsor reports and if so, describe the depth and sophistication of those reports.
- 4.5.11.4** Do you have a “probability” based wealth-accumulation retirement calculator? Do you have a “probability” based wealth-depletion retirement calculator?
- 4.5.11.5** Please describe any special services you offer participants that have not already been discussed, such as if you offer a place for participants to aggregate financial information (bank accounts, other assets, etc.).

4.5.12 Processing

- 4.5.12.1** Describe your process for posting contributions to accounts, including your average and maximum lengths of time to post funds received in good order. What methods are available for contribution remittance?
- 4.5.12.2** Will you process partial payroll/contributions files if the file has a minor flaw such as a wrong social security number? Do you contact the employer before returning funds?
- 4.5.12.3** Describe your process for testing contribution limits and returning excess contributions.
- 4.5.12.4** What checks and balances do you have in place to ensure transaction integrity?
- 4.5.12.5** Will you process transactions (distribution requests, enrollments, beneficiary designations, etc.) from faxed, emailed, or uploaded (via online platform) instructions? List any restrictions.
- 4.5.12.6** Describe how participants access forms for reallocation, distributions, beneficiary designations, and other transactions. Do you require your own forms or would you accept RIC forms, in particular for hardships, unforeseeable emergencies, and movement of funds between RIC providers?
- 4.5.12.7** Describe your distribution options, including minimums and guaranteed income options. If assets are annuitized, do they remain plan assets? How would you report these amounts to RIC?
- 4.5.12.8** Describe how you process distributions to participants. What is the average time from when you receive a distribution request in good order to the time the check is sent?

- 4.5.12.9** Will you deposit funds directly into participant bank accounts? List any restrictions.
- 4.5.12.10** Will you overnight checks to participants' address of record? If so, are fees assessed and how are fees determined?
- 4.5.12.11** Describe how you process requests to move funds (rollovers or transfers) to other eligible accounts outside RIC. State whether you require letters of acceptance in such cases and whether you would waive this requirement for DAS if requested. Are the funds mailed to the new account or to the participant?
- 4.5.12.12** Describe your process for receiving funds from another provider within RIC, including what paperwork you require to deposit the funds.
- 4.5.12.13** Describe your process for receiving funds from another provider outside of RIC (rollovers, etc.), including what paperwork you require to deposit the funds. State whether you require DAS or its TPA to approve the transaction and if so, how the approval would be obtained.
- 4.5.12.14** Explain your process for funds received for a participant for whom you have no open account.
- 4.5.12.15** Describe how you administer QDROs.
- 4.5.12.16** Describe how you handle accounts for alternate payees when the alternate payee is also a participant with his/her own account.
- 4.5.12.17** Are participants in the 457b and 403b plans allowed to convert funds from pretax to Roth without a distributable event? If not, do you anticipate adding this feature within the next 12 months? Will you process these requests without DAS approval?
- 4.5.12.18** Describe what performance guarantees you will offer and the impact on the Respondent of a failure to meet the guarantee.

4.5.13 Loans

- 4.5.13.1** Briefly describe your loan application process, discussing all formats a participant may use to apply for a loan.
- 4.5.13.2** How do you handle delinquent loans?
- 4.5.13.3** How do you handle defaulted loans?
- 4.5.13.4** Do you allow loans for participants who are no longer employed?
- 4.5.13.5** Do you allow loans for participants who previously defaulted on a loan?

4.5.13.6 Do you have a minimum loan amount? If so, what is it?

4.5.14 Plan Sponsor Customer Service

4.5.14.1 Describe your plan sponsor internet services, including:

4.5.14.1.1 the types of information a plan sponsor may see, including whether participant-specific quarterly statements and participant-specific agent contact information is accessible to the sponsor;

4.5.14.1.2 how accounts are accessed (account number, name, or both, and whether the 403b accounts are accessible under one plan number or under each employer's ID number);

4.5.14.1.3 how many years of data a plan sponsor may access;

4.5.14.1.4 what loan information a plan sponsor can see, including previous 12-month loan values;

4.5.14.1.5 the types of reports a plan sponsor may access;

4.5.14.1.6 the type of information available on participant accounts that have been closed or placed in a payment status;

4.5.14.1.7 whether the sites to all offered plans would be linked;

4.5.14.1.8 provide the address & password for the plan sponsor demonstration web-site;

4.5.14.1.9 list the types of information the plan sponsor can edit on your website, such as hire and termination dates; and

4.5.14.1.10 can the website accommodate multiple plans with 1 user id?

4.5.14.2 DAS will provide termination dates for 457b and 401a participants. State whether you will require any other information from DAS to process a distribution for these plans.

4.5.14.3 DAS requires notification of all lump sum distributions and final payments (the last in a series of payments) so that we may close the account in our records. Notification includes name, account number, amount of distribution, date of distribution, and disposition (payment to participant, roll to another provider within our plan, roll to a plan outside DAS's program (including the name of the institution receiving the funds)). State how you will provide DAS with this notification (electronically, via mail, etc.) and how often it will be sent.

4.5.14.4 DAS will require providers to take name, address and employer changes from either DAS or from the third-party administrator. Confirm your ability to accept such changes without requiring further documentation.

4.5.14.5 DAS will require quarterly data and year-end data that includes name, SSN, and account balance. Please confirm you will provide these reports in these frequencies in an electronic format.

- 4.5.14.6** Please describe any qualifications or clarifications you would like to make regarding your company's ability to meet the requirements stated in this RFP. Are there any changes or suggestions you would make?

4.5.15 Plan and Document Services

- 4.5.15.1** Do you provide Plan Document, SPD and SMM support? (standard or non-standard prototype, volume submitter)? If so, is there a cost to the Plan Sponsor?
- 4.5.15.2** Will you make all Regulatory Changes to the document on your own initiative? Is there a cost to the Plan Sponsor?
- 4.5.15.3** Do you offer adoption agreement services for employers joining RIC? Is there a cost to the Plan Sponsor?
- 4.5.15.4** Briefly describe how you communicate legislative and regulatory updates.

4.5.16 403(b) Information Sharing Agreement

- 4.5.16.1** Respondents proposing 403(b) product shall complete **Attachment 13: Iowa RIC 403(b) Information Sharing Agreement** with their Proposal. This agreement is intended to satisfy the requirements of 403(b) of the Internal Revenue Code and related regulations.

4.6 Product Proposal

The Product Proposal must be submitted in a separate file in accordance with Section 3 of the RFP document. All items listed in Section 4.6 are Scored Requirements. All requirements must be met; they will be evaluated and scored by the investment consultant in accordance with Section 5. Proposals that do not have a minimum score of 250 on these product proposal requirements will be rejected. Respondents may propose either or both 457b/401a and 403b Products, however Proposed Product 403(b) will be scored independently in accordance with Iowa Code 8A.438 of Proposed Product 457/401a.

4.6.1 Proposed Investments

- 4.6.1.1** Complete Excel Worksheet file Investment **Attachment 14: Proposed Fund – Fee – Revenue Share - Commissions** showing your proposed funds.
- 4.6.1.1.1** Provide as **Attachment 15: Fund Characteristics**, provide the most recent fund fact sheet for each proposed investment option. At a minimum the fact sheet should provide an overview of the fund's philosophy, manager and manager tenure. Additionally, fixed income and/or equity statistics should also be included in the fact sheet.
- 4.6.1.1.2** Describe how you will monitor each of the funds on an ongoing basis.

4.6.1.1.3 Describe the due diligence process used in the selection of managers for your proprietary funds if any are included in the proposed product.

4.6.1.1.4 If a proxy is forwarded to you by an investment company, how do you handle it? Do you vote the proxy and if not, why not? The State of Iowa will not be voting proxies nor shall have any responsibility to forward to you any the State receives.

4.6.1.1.5 Provide the following:

1	Total Number of Available Investment Options	
	<i>Number of Proprietary Funds</i>	
	<i>Number of Non-Proprietary Funds</i>	
2	Are proprietary funds required? (Yes or No)	
	<i>List required funds, if any (insert rows as needed)</i>	
	<i>Identify percent of assets required in proprietary funds</i>	

4.6.2 Fixed Account (Even if you are not proposing a proprietary solution, please answer this question in the context of illustrating what is available on your trading platform)

4.6.2.1 What Fixed Account do you propose for purposes of this RFP?

4.6.2.2 Is the State required to use your proprietary Fixed Account, if one is offered? If not, what other Fixed Accounts/Separate Accounts do you make available?

4.6.2.3 If the State does not use your Fixed Account, will it affect your pricing and if so, how?

4.6.2.4 Will you waive any liquidity restrictions of you are downgraded by two or more crediting agencies and if not, why not?

4.6.2.5 Credit Rating

	2021	2020	2019	2018	2017
Moody's					
S&P					
A.M. Best					
Fitch					

4.6.2.6 If both a Fixed Account and a Money Market option are offered in this plan, will you impose any sort of "equity wash rule" trade-timing-delay and if so describe.

- 4.6.2.7** Is the Fixed Account you are proposing “benefit-responsive” and explain what that means to you?
- 4.6.2.8** Is your Fixed Account available in both General and Separate Accounts?
- 4.6.2.9** Does your Fixed Account proposed herein fall under the protections of Iowa Code Chapter 508C, the Iowa Life and Health Insurance Guaranty Association? If not, what accommodations could be made to provide this protection? Does your Fixed Account proposal contain “allocated” or “unallocated” accounts?
- 4.6.2.10** Current Net Crediting Rate, Reset Frequency, date of most recent reset General Account.
- 4.6.2.11** Current Net Crediting Rate, Reset Frequency, date of most recent reset Separate Account.
- 4.6.2.12** Average Annual Net Crediting Rate – General Account.
- 4.6.2.12.1 2021 Rate
 - 4.6.2.12.2 2020 Rate
 - 4.6.2.12.3 2019 Rate
 - 4.6.2.12.4 2018 Rate
 - 4.6.2.12.5 2017 Rate
- 4.6.2.13** Average Annual Net Crediting Rate – Separate Account.
- 4.6.2.13.1 2021 Rate
 - 4.6.2.13.2 2020 Rate
 - 4.6.2.13.3 2019 Rate
 - 4.6.2.13.4 2018 Rate
 - 4.6.2.13.5 2017 Rate
- 4.6.2.14** Mutual Fund Window/Self-Directed Brokerage Window.
- 4.6.2.14.1 Can participants have their payroll contributed directly to the Mutual Fund Window/Self-Directed Brokerage Window (MFW) and if so describe the process?
 - 4.6.2.14.2 Do they need to keep a certain balance in their core funds?
 - 4.6.2.14.3 Describe your MFW options, including whether contributions can be sent directly to the MFW or whether contributions need to be initially invested in the core funds.
 - 4.6.2.14.4 Is there a minimum balance required to open a MFW account?
 - 4.6.2.14.5 What investment options are available?
 - 4.6.2.14.6 Can the plan sponsor limit the available investment options?
 - 4.6.2.14.7 How do you ensure that 403b Participants don’t invest in ineligible options, ex: individual stocks?

- 4.6.2.14.8 What is the plan sponsor and/or participant fees for MFWs? How are participant fees collected?
- 4.6.2.14.9 Are advisors able to receive additional compensation through the MFW?
- 4.6.2.14.10 Can the State “limit” the options in your solution, such as prohibiting individual stocks/bonds?
- 4.6.2.14.11 If your firm collects recordkeeping fees through plan assets, how do you propose to charge an equitable fee to participants with 100% of assets in the MFW?

4.6.3 Model Portfolios & Automatic Rebalancing

<p>As you know, the Final (and Proposed) Fiduciary Rule spent much time on Model Portfolios to reach the modified conclusion that just as in DOL IB 96-1 they are carved out as a Safe Harbor form of Non-Fiduciary “Education” (so long as an independent Fiduciary oversees their construction). Because of the DOL’s repeated emphasis that they are Education and not Advice, it is an important aspect of this undertaking to determine how proactively/affirmatively you will support those Model Portfolios – as non-Fiduciary Education tools?</p> <p>PLEASE INCLUDE, ATTACHED TO YOUR RESPONSE, INTERNET SCREENSHOTS THAT SHOW THE FOLLOWING:</p> <p>1) HOW AN RIA’S MODEL PORTFOLIOS WILL LOOK; 2) HOW A PARTICIPANT CHANGES ALLOCATIONS OF FUTURE CONTRIBUTIONS; 3) HOW A PARTICIPANT CHANGES EXISTING BALANCES.</p>		
4.6.3.1	Can you accommodate / administer developed custom RISK-BASED asset allocation model portfolios developed by the State’s consultant (hereafter referred to as RIA developed)? How many portfolios are allowed?	
4.6.3.2	Can you accommodate / administer RIA developed custom AGE-BASED (target date) asset allocation model portfolios? How many portfolios are allowed?	
4.6.3.3	Describe how your system manages the glide path for the RIA developed AGE-BASED model portfolios. Meaning does the recordkeeping system move participants through the glide path or is the RIA responsible for adjusting the allocation for each age band?	
4.6.3.4	Do you have different Glide Path options and explain them and their different costs – if any.	
4.6.3.5	Can your system be structured such that by choosing a Model Portfolio a	

	participant's future contribution election AND existing balance are allocated to the chosen Model?	
4.6.3.6	Can you automatically rebalance RIA Custom Model Portfolios?	
4.6.3.7	What frequency is available?	
4.6.3.8	Can RIA Custom Model Portfolios be structured to supersede all other elections such that all monies will be rolled into it upon Automatic Rebalancing?	
4.6.3.9	Can the RIA Custom Model Portfolios be set up such that they become an all-or-nothing choice? In other words, if we do not want a participant to place 50% of their money in Portfolio 1 and 50% in Portfolio 2.	
4.6.3.10	Can a rebalancing be completed at the end of the blackout period so as to honor participants' new investment instructions collected during the conversion?	
4.6.3.11	Can participants choose their own custom allocation and elect to have it automatically rebalanced?	
4.6.3.12	If the Plan Sponsor wanted, could you allocate Investment Advisor fees (in whole or part) to only those Participants who use a Model Portfolio? For example, could a fee be allocated only to a QDIA that was a Model Portfolio?	
4.6.3.13	Do these customized target date and/or asset allocation models automatically provide for age migration on your system as participant nears retirement? Note: this question does NOT apply to target date, lifestyle, or asset allocation funds. It applies ONLY to customized asset allocation and/or target date models).	
4.6.3.14	Is there a cost to your custom Model Portfolio functionality: Risk-based; and Age-based.	
4.6.3.15	Will you support Model Portfolios at your call-in Help Desk and if so describe.	
4.6.3.16	And if not, describe.	

4.6.4 Notices

Even though ERISA Notices are not required in Public Plans, we want to explore your capabilities as a matter of Best Practice and please attach samples of each.		
4.6.4.1	408b2 – Service Provider Fee Disclosure	
4.6.4.2	Will it include income from the following sources	
	<i>Managed Accounts</i>	
	<i>Float</i>	
	<i>Your Fixed Account</i>	
	<i>Proprietary Funds</i>	
	<i>Non-Proprietary Funds</i>	
4.6.4.3	404a5 – Participant Fee Disclosure	
4.6.4.4	Will you deliver these directly to Participants	
4.6.4.5	<i>Will you provide this information for all 40 Act Mutual Funds and if not why not?</i>	
4.6.4.6	<i>Will you provide this information for all Annuities and if not why not?</i>	
4.6.4.7	<i>Will you provide this information for all Stable Value Funds (ex: GIC) and if not why not?</i>	
4.6.4.8	<i>Are there any other types of investments for which you will not provide this information?</i>	
4.6.4.9	Lifetime Income Illustrations	
4.6.4.10	Will the form be the DOL's or your own	

4.7 Cost Proposal

The Cost Proposal must be submitted in a separate file in accordance with Section 3 of the RFP document. DAS reserves the right to select specific services according to the fees provided by the Respondent and amend the proposed agreement accordingly.

For the services described in your response to this RFP, provide the information outlined below for this supplement in **Attachment 16: Cost Proposal**.

Respondent Fee Quotation Format

- 4.7.1** As described in the RFP, DAS has not determined how many providers may be selected to provide services for its plans. For that reason, your Cost Proposal must identify any differences in your proposed price under the following alternatives:

Alternative A	Alternative B	Alternative C
<i>Your company is a sole provider</i>	<i>Your company is one of 3 providers</i>	<i>Your company is one of 4 or more providers</i>

Respondent must fully describe all on-going fees and charges, including how agents are compensated, and excluding the fund investment expense ratios. These fees and charges must include asset-based charges netted or deducted prior to the crediting of investment returns to participant accounts. The fees must also include all per-participant fees as well as mortality and risk or similar charges and any charges for distributions, transfers, or annuitization.

- 4.7.2** Describe any variation based on whether the Participant's account is a 403b, 457, or 401a matching contribution account. If there are differences, explain the reason for the differences.
- 4.7.3** Fees must be fixed for the length of the agreement. An increase to the fees quoted during the agreement term will not be permitted. Please confirm your agreement to this requirement.
- 4.7.4** Your quoted price must take into consideration all the requirements described in this RFP. No start-up costs or related fees may be charged to DAS or to Participants. Please confirm your agreement to this requirement.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. The Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Technical Proposal (separate file) Evaluation and Scoring

Step 1: All Technical Proposals will be evaluated to determine if they comply with the mandatory requirements described in Section 4. In addition to other RFP requirements, to be deemed a Responsible Respondent and a Responsive Proposal, the Proposal must answer to all parts of Section 4.1 Mandatory Minimum Respondent Qualifications, 4.2 Mandatory Minimum Proposal Qualifications, 4.3 Mandatory Minimum Investment Requirements, and 4.4 Mandatory Minimum Administrative Requirements.

Once the Mandatory Requirements have been reviewed those proposals passing the Mandatory Requirements will move to the next phase of evaluation. Proposals not passing the Mandatory Requirements will not be reviewed further and will be rejected.

Step 2: Section 4.5: Scored Requirements will be reviewed by the evaluation team which may include input from the State's investment consultant. Proposals must receive a minimum score of 250 out of 400 by the evaluation committee in order to move on to the next phase of evaluation. Proposals scoring below minimum will not be reviewed further and will be rejected.

Step 3: Product Proposal (separate file) Section 4.6 will be evaluated and scored by the consultant. Proposed Product 403(b) will be scored independently in accordance with Iowa Code 8A.438 of Proposed Product 457_401a. The Product Proposal must receive a minimum score of 250 out of 400 to reach the final stage of review. Proposals scoring below minimum will not be reviewed further and will be rejected.

Step 4: Cost Proposal (separate file) Section 4.7 will be scored after steps 1-3 have been completed for proposals that have met minimum requirements. The Cost Proposal will be scored using a formula that compares the annual estimated revenue as determined by the information submitted by the Respondent with the annual estimated revenue as determined by the information submitted by other Respondents. The formula for scoring cost proposals is listed below. There is also an example provided below to show how the formula works in practice.

The estimated revenue will be determined using uniform assumptions for all Respondents. The assumptions include an assumed level of assets, number of participants, and an annual rate of transactions.

The cost scoring calculation may be done by the issuing officer, an individual within DAS Central Procurement, or by members of the evaluation team and/or the state's consultant.

Formula:

$(\text{Lowest Cost Proposal} / \text{Respondent's Cost Proposal}) \times \text{Points Possible} = \text{Cost Points Score}$

Examples of Cost Proposal Calculation:

- Respondent A ($\$100,000 / \$100,000$) * 200 = 200 points
- Respondent B ($\$100,000 / \$150,000$) * 200 = 133 points
- Respondent C ($\$100,000 / \$200,000$) * 200 = 100 points

*****Respondents shall note that the amounts used in the examples are for demonstration purposes only and do not reflect any State expectations.**

5.4 Request for Proposal Points Distribution

The maximum total score a Respondent can receive is 1,000 points. This score is broken down between three sections in the RFP. The Technical Proposal, Product Proposal, and Cost Proposal. Each section is worth the points listed below:

Technical Proposal 400 Points

Product Proposal 400 Points

Cost Proposal 200 Points

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Service Agreement Terms and Conditions

The Service Agreement that the Agency expects to award as a result of this RFP shall be comprised of **Attachment 1: Service Agreement**, the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. Preference will be given to Respondents who make no redlined changes to the **Attachment 1: Service Agreement**, other than to add performance metrics.

6.2 Service Agreement Length

The Service Agreement shall have a contract term of six (6) years, beginning on the date of agreement execution **January 1, 2023**.

6.3 Insurance

The Service Agreement will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

- 6.3.1** Respondent shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by the Service Agreement. Respondent's insurance shall, among other things, insure against any loss or damage resulting from or related to Respondent's performance of the Service Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by the Service Agreement shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of the Service Agreement; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and the Agency shall be named as additional insured on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Administrative Services under this policy shall be primary insurance. If the State of Iowa or the Iowa Department of Administrative Services has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary, or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Respondent shall cause to be issued insurance policies with the coverage set forth below:

6.3.2 Type of Insurance

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Fraud	Each Occurrence Aggregate	\$10 Million \$10 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence Aggregate	\$1 Million \$15 Million
Professional Liability	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

6.3.3 Claims Provision

All insurance policies required by the Service Agreement must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

6.3.4 Certificates of Coverage

At the time of execution of the Service Agreement, Respondent shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Respondent starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Respondent related to the Service Agreement, certifying that the State of Iowa and the Agency are named as additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Respondent shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.

6.3.5 Liability of Respondent

Acceptance of the insurance certificates by the Agency shall not act to relieve Respondent of any obligation under the Service Agreement. It shall be the responsibility of Respondent to keep the respective insurance policies and coverage current and in force during the life of the Service Agreement. Respondent shall be responsible for all premiums, deductibles and for any

inadequacy, absence or limitation of coverage, and the Respondent shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Respondent. Notwithstanding any other provision of the Service Agreement, Respondent shall be fully responsible and liable for meeting and fulfilling all of its obligations under the Service Agreement.

6.3.6 Waiver of Subrogation Rights

Respondent shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.

6.3.7 Filing of Claims

In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under the Service Agreement, the Respondent shall, at the Agency's request, immediately file a proper claim under such policy. Respondent will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Respondent agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Respondent shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Respondent's receipt of such proceeds or payments.

6.3.8 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Respondent nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Respondent hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under the Service Agreement.