

ITQ COVER SHEET

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ITQ written questions, requests for clarification, and suggested changes from Contractors due: Agency's written response to ITQ questions, requests for clarifications and suggested changes due:		January 12, 2018 3:00 PM (CT) 3:00 PM CST January 17, 2018
Contractor's written request for a letter verifying approval of Investment Product(s) contract and forms submitted to Iowa Insurance Division no later than:		January 23, 2018
Proposals Due Date: Proposals Due Time:		January 31, 2018 3:00 PM (CT)
Relevant Websites:	Web-address:	
Internet website where Addenda to this ITQ will be posted:	http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf	
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Digital, & 3 Copies
Firm Proposal Terms Per Section 3.2.6, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		120 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Invitation to Qualify (ITQ) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the ITQ cover sheet and further described in Sections 4 and 5 of this ITQ to the Agency identified on the ITQ cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the ITQ cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the ITQ cover sheet.

1.2 Definitions

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

“Agency” means the agency identified on the ITQ cover sheet that is issuing the ITQ.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 7.1.

“Contractor” means a vendor submitting a Proposal in response to this ITQ.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the ITQ cover page.

“Proposal” means the Contractor’s proposal submitted in response to the ITQ.

“Responsible Contractor” means a Contractor that has the capability in all material respects to perform the requirements of the Contract.

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

“ITQ” means this Invitation to Qualify and any attachments, exhibits, schedules or addenda hereto. The administrative rules applicable to ITQs are at 11 Iowa Administrative Code §11-117.9(7).

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

“TPA” means third party administrator

1.3 Overview of the ITQ Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Purpose and objective

The purpose and objective of this ITQ is to select investment providers to offer 403b products and services to eligible employees in Iowa public education and education-related institutions that are authorized and have elected to participate in the State's Retirement Investors' Club (public school districts, community colleges and Area Education Agencies) and eligible State employees in the Department of Education, Vocational Rehabilitation Services and Iowa Public Television. The plan is not offered to those employed by the State of Iowa's three public universities.

1.5 Background Information

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

The Department of Administrative Services (DAS) administers the Retirement Investors' Club (RIC). DAS outsources most of the 403b transaction approvals to a TPA. Successful Contractors must share information with both the TPA and with DAS.

Participation in RIC is optional for employers of eligible employees. Participating employers select which optional providers, if any, to offer to eligible employees. As of December 2017, 334 employers have joined RIC's 403b plan.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the ITQ cover sheet is the sole point of contact regarding the ITQ from the date of issuance until a Notice of Prequalification is issued.

2.2 Restriction on Communication

From the issue date of this ITQ until a Notice of Prequalification is issued, Contractors 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 ITQ must be submitted as provided in Section 2. Oral questions related to the interpretation of this ITQ will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the ITQ except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the ITQ from the Internet

The ITQ document and any addenda to the ITQ will be posted at <http://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for Addenda to this ITQ, particularly if the Contractor downloaded the ITQ from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the ITQ 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 Contractor submissions, the Agency will issue an addendum to the ITQ.

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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 ITQ through an addendum.

2.6 Amendment to the ITQ

The Agency reserves the right to amend the ITQ at any time using an addendum. The Contractor 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 Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Contractor 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 Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the ITQ cover sheet before the "Proposals Due" date listed on the ITQ 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 Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this ITQ and the Agency has issued a Notice of Prequalification. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Contractor acknowledges that a mandatory specification of the ITQ cannot be met.

- 2.12.2** The Contractor's Proposal changes a material specification of the ITQ or the Proposal is not compliant with the mandatory specifications of the ITQ.
- 2.12.3** The Contractor's Proposal limits the rights of the Agency.
- 2.12.4** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the ITQ as provided in Sections 4 and 5 of this ITQ.
- 2.12.5** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.6** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this ITQ.
- 2.12.7** The Contractor presents the information requested by this ITQ in a format inconsistent with the instructions of the ITQ or otherwise fails to comply with the specifications of this ITQ.
- 2.12.8** The Contractor initiates unauthorized contact regarding the ITQ with state employees.
- 2.12.9** The Contractor provides misleading or inaccurate responses.
- 2.12.10** The Contractor's Proposal is materially unbalanced.
- 2.12.11** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.12.12** The Contractor alters the language in **Attachment 1**, Certification Letter or **Attachment 2**, Authorization to Release Information letter.

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

2.14 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor 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.

2.15 Proposal Clarification Process

The Agency reserves the right to contact a Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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.

2.16 Disposition of Proposals

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

2.17 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors 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 Contractor as non-confidential records unless Contractor 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.**

2.18 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.19 Copyright Permission

By submitting a Proposal, the Contractor 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 Contractor 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.

2.20 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the ITQ or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this ITQ.

2.21 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 6 of the ITQ. The Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal meets the mandatory requirements in Section 5.

2.22 Award Notice

Notice of Prequalification of the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the ITQ cover sheet.

2.23 No Contract Rights until Execution

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

2.24 Choice of Law and Forum

This ITQ 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. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this ITQ shall be brought in the appropriate Iowa forum.

2.25 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. Contractors 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.

2.26 No Minimum Guaranteed

The Agency does not guarantee any minimum level of participants under the Contract.

2.27 Appeals

Appeals of the Notice of Prequalification are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-117.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe 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 typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be labeled and placed in a sealed envelope. The envelope shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

ITQ Number: ITQ1118005064
ITQ Title: 403b Voluntary Retirement Savings Program
Nancy Wheelock
Iowa Department of Administrative Service
Central Procurement Bureau
Hoover Building, Flr. 3
1305 E. Walnut Street
Des Moines, IA 50319

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

1 Original, 1 Digital, & 3 Copies of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope.

Proposal Envelope Contents

Original Proposal and 3 copies
Public Copy (if submitted)
Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal

3.2 Proposal

The following documents and responses shall be included in the Proposal in the order given below. A tab should be placed between each section of the Proposal as described below:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Executive Summary

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

3.2.2.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the ITQ including the contract provisions in Section 7.

3.2.2.2 An overview of the Contractor's plans for complying with the specifications of this ITQ.

3.2.2.3 Any other summary information the Contractor deems to be pertinent.

3.2.3 Mandatory Requirements

The Contractor shall provide a "yes" or "no" response to ITQ section 5.1 Mandatory Requirements and submit the items listed with their Proposal.

3.2.4 Vendor Background Information

The Contractor shall provide the following general background information:

3.2.4.1 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.4.2 State of incorporation, state of formation, or state of organization.

3.2.4.3 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this ITQ.

3.2.4.4 Type of business.

3.2.4.5 W-9.

3.2.4.6 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.

3.2.4.7 The successful Contractor will be required to register to do business in Iowa.

3.2.5 Contract Terms and Conditions

No changes to the Contract terms and conditions will be allowed.

3.2.6 Firm Proposal Terms

The Contractor 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 120 days following the deadline for submitting Proposals.

SECTION 4 SCOPE OF WORK

4.1 Required Contractor Services

By submitting a Proposal, Contractor agrees to the following requirements as provided in this Section.

- 4.1.1** Contractor acknowledges that DAS has selected a TPA to assist in administering the plan. Contractor shall work cooperatively with the TPA in data and funds transmissions, provision of required information, and other items that may be requested by either DAS or the TPA.
- 4.1.2** Contractor shall provide DAS with plan sponsor online access to account information on a participant-level basis, including investment allocations, balances, transaction history, and performance.
- 4.1.3** Except as otherwise provided in Section 4.2 - Optional Additional Services herein, Contractor shall not make distributions of 403(b) account assets without the approval of one of DAS's authorized representatives, which include DAS's TPA.
- 4.1.4** Contractor shall perform all required tax withholdings and reporting.
- 4.1.5** Contractor shall monitor mandatory minimum distribution requirements and notify terminated participants, alternate payees, and beneficiaries of deceased participants of plan assets held by Contractor.
- 4.1.6** Contractor shall provide online access to account information to participants, alternate payees, and beneficiaries of deceased participants, including investment allocations, balances, transaction history, and performance.
- 4.1.7** The Contractor shall designate an employee to be a plan contact for DAS and shall supply DAS with the name and contact information for this individual. This individual must have access to Contractor systems and be able to facilitate resolution of participant-level issues.
- 4.1.8** Contractor's representatives shall review with each participant all fees, restrictions, loads, and surrender penalties upon enrolling a participant in the plan, and for SEC-registered investments, at least annually thereafter.
- 4.1.9** Contractor shall annually disclose all fees, charges, expenses and commissions in a format designated by DAS as shown in **Attachment 8: Fees**.
- 4.1.10** Contractor shall provide information upon DAS's request, including quarterly participant data as shown in **Attachment 13: Quarterly Participant Data Sample** and information needed in the event of a tax audit. **Attachment 13** is for informational purposes only. Do not submit **Attachment 13** in the Proposal.

- 4.1.11** Contractor shall provide and maintain a toll-free TDD line, or a reasonable alternative that provides services on a non-discriminatory basis at no cost to the participant, for the hearing impaired.
- 4.1.12** Contractor shall treat all forms, applications, requests, correspondence and other documents as received in good order if received via facsimile, unless otherwise prohibited by law or regulation.
- 4.1.13** Contractor shall make all participant, beneficiary of a deceased participant, and alternate payee name and address changes as requested by DAS without requiring additional documentation from the participant, beneficiary, or alternate payee.
- 4.1.14** Contractor shall review and approve or reject power of attorney designations.
- 4.1.15** Contractor shall review and approve or reject qualified domestic relations orders.
- 4.1.16** Contractor shall not solicit employees at the worksite during normal work hours without the employer's permission. If requested by the employee, Contractor is allowed to call employees at work for the sole purpose of scheduling appointments to be held on non-work hours.

4.2 Optional Additional Services:

Optional additional services may be provided by Contractor. A list of optional additional services is provided in **Attachment 5: Contract**. Contractor will select each optional additional service they agree to provide in Attachment C - Section 3.2 of **Attachment 5: Contract**.

SECTION 5 MANDATORY REQUIREMENTS
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5.1 Mandatory Requirements

All items listed in this section are Mandatory (Pass/Fail) Requirements. Contractor must state either “yes” or “no” to each requirement in this section of the Proposal. By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful.

Contractor’s Proposal **MUST** be able to satisfy all of these Mandatory Requirements to be deemed a Responsive Proposal. Proposals must address each requirement. If the Contractor cannot satisfy the requirements(s) of this section, the Agency may reject the Proposal.

5.1.1 Attachments 1 through 4 - Complete and Submit

It is a mandatory requirement that Contractor submit with the Proposal completed Attachments 1 through 4 listed below:

Attachment 1: Certification Letter

Attachment 2: Authorization to Release Information Letter

Attachment 3: Form 22 – Request for Confidentiality (must be completed regardless of whether the Proposal contains confidential information) The **Proposal will be disqualified if a completed Form 22 is not submitted** with the Proposal.

Attachment 4: Proposal Checklist

5.1.2 Attachment 5 - Complete, Sign and Submit

Contractor must submit a signed **Attachment 5: Contract** with a completed Contracts Declaration & Execution Page, Optional Additional Services in Section 3.2, and Project Manager information in Section 4.1 of the Contract. No changes to the Contract are permitted other than the information Contractor is required to provide on the Contracts Declaration & Execution Page, Optional Additional Services in Section 3.2, and Project Manager information in Section 4.1.

5.1.3 Attachments 6 and 7 – Complete, Sign and Submit or Affirm Not Required

Contractor who is not currently sharing information with and receiving funds from the Agency’s third party administrator shall complete and submit the third party administrator’s forms, **Attachment 6: Common Remitter Master Provider Agreement** and **Attachment 7: Planwithease Master Agreement**. If a Contractor is already sharing information with and receiving funds from the third party administrator, the Contractor shall affirmatively assert so in their Proposal and is not required to submit these forms.

5.1.4 Attachments 8-11 for Individual Investment Products – Complete, Sign and Submit

More than one investment product may be submitted in a single Proposal. It is a mandatory requirement that Contractors submit separate **Attachments 8-11** for each proposed investment product in a single Proposal. Contractors may use **Attachment #4A: Individual Investment Product Checklist** to help ensure all attachments are submitted for each product in the Proposal.

Instructions for Submitting Multiple Investment Products in a Single Proposal

Each proposed investment product shall be provided in a separate section of the Proposal with a labeled tab divider separating each investment product. **Each investment product section must contain the following documents:**

5.1.4.1 Attachment 8: Fees

Attachment 8 shall contain all current fees, charges, expenses and commissions, as applicable, for each individual investment product being proposed.

5.1.4.2 Attachment 9: Agent Recommendation Form

Attachment 9 must be submitted for each investment product proposed.

5.1.4.3 Attachment 10: Provider Application Form

Attachment 10 must be submitted for each investment product proposed.

5.1.4.4 Attachment 11: Documentation of compliance with HF569

****Attachment 11 is provided by the Contractor and is NOT an attachment provided by the State.****

Contractor will submit the response to this mandatory requirement under the label of “**Attachment 11**” in the Proposal and provide a separate, tabbed section within **Attachment 11** for each investment product proposed.

Contractor must submit supporting documentation verifying compliance with HF 569. The supporting documentation must include third party verification demonstrating that Contractor’s proposed product’s contract and forms have been approved by the Iowa Insurance Division for annuity products and/or the Contractor is registered by the federal Securities and Exchange Commission (SEC) for securities related investment products.

Third Party Verification from the Iowa Division of Insurance

To provide third party verification demonstrating the Contractor’s proposed annuity product’s contract and forms have been approved by the Iowa Insurance Division, Contractor must choose one of two acceptable methods provided below:

- 1. Option One:** Contractor sends the Iowa Insurance Division a written request, **no later than January 23, 2018**, to provide Contractor with a letter verifying that the Iowa Insurance Division has approved the contract and forms for each of the investment products listed in Contractor’s written request. The name of the investment product must be included in the letter from the Iowa Insurance Division and must match the investment product name in the Proposal. A sample letter from the Iowa Division of Insurance is provided in **Exhibit B**.

If Contractor is proposing multiple investment products in a single Proposal, Contractor may request one letter of approval from the Iowa

Insurance Division containing the names of all investment products. However, Contractor shall include a copy of the approval letter in each investment product section in Contractor's Proposal as required in Section 5.1.4 of the ITQ.

2. **Option Two:** Provide a copy of third party documentation from the Iowa Insurance Division indicating the proposed product has been approved by the Division (see **Exhibit A** for acceptable sample approvals).

Both options above require a copy of the third party verification from the Iowa Insurance Division be included in each applicable investment product section in the Proposal.

Third Party Verification of SEC Registration

Examples of acceptable third party documentation that demonstrates Contractor is registered by the federal SEC can be viewed in **Exhibit C**.

5.1.5 Attachment 12 – Complete, Sign and Submit

It is a mandatory requirement that Contractor submit **Attachment 12** with their Proposal.

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) meet the requirements of this ITQ.

6.2 Award and Rejection of Proposals

This ITQ is structured as a *multiple-award prequalification*, each with identical Contract terms and conditions as identified on the ITQ cover page. A Contractor's Proposal which meets all Mandatory Requirements and provides the required information will be considered responsive and the Contractor who submitted the responsive Proposal will be a prequalified ITQ Contractor. A Contractor's Proposal which does NOT meet all mandatory requirements and does NOT provide the required information will be disqualified. The Contractor who submitted the non-responsive Proposal will not be a prequalified ITQ Contractor.

HF 569 allows the Agency to select 403b providers to fill a maximum of thirty slots. Currently, DAS has contracts with four (4) core providers and five (5) optional providers. These numbers are subject to change.

If there are more prequalified ITQ Contractors than available slots, the Agency will use a Microsoft Excel formula to create a random, unique number for each Proposal received. Once the closing date and time for the ITQ Proposals have passed, all proposals received will be assigned a random, unique number between one and the total number of Proposals received.

DAS will execute the Contract in Attachment 5 with all prequalified ITQ Contractors based upon their random, unique number beginning with the Proposal assigned number one and continuing until the maximum number of available slots has been filled. Once the maximum number of Contracts has been executed by DAS, no other Contracts will be awarded for this ITQ, unless for any reason, a Contract with one of the responding Contractors is not executed or a slot becomes available. In that event, DAS will execute a Contract with the prequalified ITQ Contractor next in line. If fewer Proposals than the available slots are received for this ITQ, there will be no need to create a random, unique number for each Proposal.

6.3 Evaluation Committee

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

6.4 Proposal Evaluation for Compliance

All Proposals will be evaluated to determine if they comply with the Mandatory Requirements specified in Section 5 and provide the required attachments and information. If a Contractor proposes more than one investment product, each product shall be evaluated separately. When multiple investment products are proposed in a single Proposal, missing or incomplete information in attachments 8-11 for one product will only disqualify the respective product and

will not disqualify the entire Proposal. The evaluation committee will fully evaluate all Responsive Proposals submitted by Responsible Contractors in accordance with this Section.

SECTION 7 CONTRACTUAL TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this ITQ shall comprise the requirements, terms and conditions of the ITQ, written clarifications or changes made in accordance with the provisions of the ITQ, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the ITQ shall be incorporated into the Contract. By submitting a Proposal, each Contractor acknowledges its acceptance of the ITQ requirements and Contract terms and conditions.

7.2 Contract Agreement Length

The term of the Contract will begin and end on the dates indicated on the ITQ cover sheet. The Agency shall have the sole option to renew the Contract for up to the number of annual extensions identified on the ITQ cover sheet.

7.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

7.3.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. The State of Iowa and DAS shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

7.3.2 Types and Amounts of Insurance Required

Unless otherwise requested by DAS in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified below for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

7.3.2.1 Certificates of Coverage

The Contractor shall maintain all insurance policies required by this Agreement in full force and effect during the entire term of this Agreement and any extensions or renewals thereof. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by the Contract, to the Agency upon execution of this Agreement. The certificates shall be subject to approval by DAS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DAS. Approval of the

insurance certificates by DAS shall not relieve the Contractor of any obligation under this Agreement.

7.3.2.2 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights, where available by law that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage.

7.3.2.3 Type of Insurance

<i>Type of Insurance</i>	<i>Limit</i>	<i>Amount</i>
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
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Professional Liability	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

7.3.3 Claims Provision

All insurance policies required by the Contract 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.

7.3.4 Liability of Contractor

Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under the Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverage current and in force during the life of the Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor 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 Contractor. Notwithstanding any other provision of the Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 7 of the Contract.

7.3.5 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 Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor 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, Contractor 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. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.

7.3.6 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under this Section 7, neither the Contractor 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 Contractor 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 Contract.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.12.12.

[Date]

Nancy Wheelock, Issuing Officer
Iowa Department of Administrative Services - Central Procurement Bureau
Hoover Building, Flr 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: ITQ1118005064 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** _____ (Contractor) in response to **Iowa Department of Administrative Services for ITQ1118005064 for 403b Optional Volunteer Retirement Investment Program** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the ITQ, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a

government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (ITQ), the Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Contractor also acknowledges that the Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.12.12.

[Date]

Nancy Wheelock, Issuing Officer
Iowa Department of Administrative Services - Central Procurement Bureau
Hoover Building, Flr 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: **ITQ 1118005064** - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

[Name of Contractor] _____ **(Contractor)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **ITQ1118005064**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the ITQ.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to ITQ.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to ITQ.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this ITQ. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____ Company	_____ ITQ Number	_____ ITQ Title
_____ Signature (required)	_____ Title	_____ Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

*The below information is to be completed and signed **ONLY** if Respondent is requesting confidential treatment of any information submitted in its Proposal.*

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- ***A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the ITQ.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

ITQ Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

ITQ Number

ITQ Title

Signature (required)

Title

Date

**Attachment #4
Proposal Check List**

ITQ REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
3. One (1) original, three (3) copies and one (1) digital copy of the Proposal		
3. One (1) Public Copy with Confidential Information Excised and one (1) digital copy of the Public Proposal		
3. Transmittal Letter		
3. Executive Summary		
3. Vendor Background Information		
5. Mandatory Items Required to be Submitted with Proposal		
Attachment 1: – Certification Letter (use provided form)		
Attachment 2: – Authorization to Release Information (use provided form)		
Attachment 3: Form 22 – Request for Confidentiality (use provided form)		
Attachment 4: Response Checklist (use provided form)		
Attachment 5: Contract (use provided Contract)		
Attachment 6: Common Remitter Master Provider Agreement (use provided form) <i>Only Contractors who are not currently sharing information with and receiving funds from the Agency's third party administrator are required to complete and submit Attachment 6.</i>		
Attachment 7: Planwithease (PWE) Master Agreement (use provided form) <i>Only Contractors who are not currently sharing information with and receiving funds from the Agency's third party administrator are required to complete and submit Attachment 7.</i>		
Attachment 12: Information Sharing Agreement (use provided form)		
Attachments which must be submitted for EACH investment product proposed in the Proposal are:		
Attachment 8: Fees (use provided form for each proposed investment product)		
Attachment 9: Agent Recommendation Form (use provided form for each proposed investment product)		
Attachment 10: Provider Application (use provided form for each proposed investment product)		
Attachment 11: Documentation of Compliance with HF 569 (The State is NOT providing Attachment 11. This attachment is Contractor created and must be provided for each proposed investment product)		

Attachment #4A
Individual Investment Product Checklist

(Attachment 4A may be duplicated for each investment product proposed.)

The checklist below is for individual investment product(s) submitted within a single Proposal to help ensure that all attachments are provided for EACH investment product in the Proposal.

The State is recommending the Contractor include one completed copy of this checklist with each investment product proposed in the Proposal. However, Proposals will not be disqualified if Attachment 4A is not submitted with each investment product.

Investment Product Name: _____

Individual Investment Product Checklist <i>(Items listed below are required to be submitted for EACH investment product proposed in a single Proposal). For multiple investment products proposed within a single Proposal, each investment product's attachments should be contained in a separate section of the Proposal with a tab divider placed in between each product proposed.</i>	Attachment Included?	
	Yes	No
Attachment 8: Fees		
Attachment 9: Agent Recommendation Form		
Attachment 10: Provider Application		
Attachment 11: Third Party Verification Documentation of Compliance with HF 569 – See Section 5.1.4.4 for details on what documentation is acceptable for third party verification for an investment product.		