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**Strategic Sourcing Department
780 Grant Street
Denver, CO 80203**

Date: October 10, 2017

Subject: Request For Proposal, #BD1828 403B and 457 Plan Administrator,

Enclosures: (1) Request for proposal cover sheet
(2) General terms and conditions
(3) Special terms and conditions.
(4) Scope of work/Specifications
(5) Pricing template

To: All prospective bidders:

Thank you for obtaining this Request For Proposal on line.

Please note: Denver Public Schools' Strategic Sourcing Department is also using an on-line 'Bid Provider' service, 'Bid Net'. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District's proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with a 403B and 457 Plan Administrator. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:

1) RFP Issue date – October 10, 2017

2) Questions due date – October 24, 2017, 3PM, Mountain Standard Time. Responses to questions will be provided in writing to all prospective bidders, by October 27 Or 31st?

3) Proposal due date - Proposals must be received in the District's Strategic Sourcing Office on or before November 7, 2017 , 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows- Denver Public Schools, Strategic Sourcing Department, 780 Grant Street, Denver, Colorado 80203, Attn: BD#1828.

4) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award is based upon the content of the bidder's proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer via email.

Sincerely,
DeeDee Case, CPPB
Manager Strategic Sourcing



Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

**REQUEST FOR PROPOSAL
COVER SHEET-FILE IN TAB A**

Date: October 10, 2017
 Proposal number: BD1828
 Proposal title: 403B and 457 Plan Administrator
 Proposals will be received until: November 7, 2017
 3:00 p.m., local standard time
 at 780 Grant Street
 Denver, Colorado 80203

Goods or services to be delivered to or performed at: Emily Griffith Campus
 1860 Lincoln Street
 Denver, Colorado 80202

For additional information please contact the buyer: DeeDee Case
 720-423-1307

Email Address: Deanna_case@dpsk12.org

Documents included in this package: Request for Proposal Cover Sheet
 General Terms and Conditions
 Special Terms and Conditions
 Scope of Work/Specifications
 Pricing Template

If any of the documents listed above are missing from this package, or If you require additional information, call the buyer.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
 Address: _____ City/State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone: _____
 Authorized Representative's Signature: _____ Phone: _____
 Printed Name: _____ Title: _____ Date: _____
 Email Address: _____ Approved by: _____ Date: _____
 Reviewed by: _____ Date: _____



Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

REQUEST FOR PROPOSAL

GENERAL TERMS AND CONDITIONS

I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. CONTENTS OF OFFER

A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

B. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

C. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.

D. Clarification and Modifications in Terms and Conditions

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Strategic Sourcing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site (<http://purchasingts.dpsk12.org/bids/default.asp>). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

E. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**

3. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
4. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
5. Organization of BID response: (See scope of work section for additional details)

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section).

TAB B- Vendor Profile

TAB C- Response to Mandatory Requirements

TAB D- Completed questionnaire

TAB E- Appendixes A, B, C, D & E

TAB F – Vendor attachments two through ten as stipulated in the questioner

TAB G – Redacted Bid Response

B. Submission

1. The original offer shall be on a portable storage drive device (thumb drive) sealed in an envelope with the vendor's name and the RFP number on the outside and marked, 'Master'. This master copy shall be sent or delivered to the District's Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Denver, Colorado 80203.
 2. Furnish two complete copies of your Proposal on portable storage drive device's (thumb drive). The District will distribute the master copy version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing. In the event that there is an "Open Records Request" the District requires that each vendor furnish one (1), electronic redacted version of their proposal. Be sure to clearly mark each proposal as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
 4. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
 5. Offers submitted via facsimile machines or email will not be accepted.
 6. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.
- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. **(Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District's parking lot and additional time may be required for security check in).**
- D. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal if they have been recommended for award. Access to the portal is at: <http://purchasing.dpsk12.org/suppliersvendors/>.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Strategic Sourcing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Strategic Sourcing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

A. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;
2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance,.

- A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.
- B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

C. DEBARMENT, SUSPENSION CERTIFICATION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

VII. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD. Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department's web site at <http://purchasingts.dpsk12.org/bids/viewawardedbids.asp>, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

IX. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
 - 1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.
 4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.
- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other Vendors.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DPS Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado's Student Data Transparency and Security Act, with regard to the protection of data made available by the District.
2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.

3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.

4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to DPS or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.

5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.

6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.

7. The vendor must provide clear notice to the District before making any material changes to vendor's privacy policy.

8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.

9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.

10. Vendor cannot sell data or use/share data for targeted advertising to students.

11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District's Terms of Use.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- A. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- B. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- C. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
- D. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;
- E. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- F. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.



Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

REQUEST FOR PROPOSAL
BD1828
SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

October 10, 2017	Distribute Request for Proposal
October 24, 2017 3:00PM MST	Deadline for submitting questions
October 27, 2017 3:00PM MST	Addendum with Questions and Answers
November 7, 2017 3:00PM MST	Proposal deadline
December 2017	Recommend Award for Contract

PURPOSE: Denver Public Schools is seeking proposals from qualified vendors to provide a bundled service solution for recordkeeping, administration and trustee/custodial services for the 403(b) Plan and 457 Plan. Goals of the project (in no particular order) are as follows:

- Increase employee engagement in their retirement plan
- Simplify and enhance both employee and Plan Sponsor services
- Reduce expenses
- Improve communication and employee education

TERM OF CONTRACT: This contract shall commence in December, 2017 and shall remain in effect through November 30, 2020. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed two years. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via email, to DeeDee Case, CPPB, Manager, Strategic Sourcing Department, Denver Public Schools, 780 Grant Street, Denver, Colorado 80203, Deanna_case@dpsk12.org. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer prior to the due date and time listed in the schedule of activities.

Any official interpretation of this Solicitation must be made by an agent of the District's Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Strategic Sourcing Department.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee may score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria: Please see page 16. In the second phase, the Committee may invite a limited number of Vendors who received the highest scores during phase one to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
All locations / operations	(if not, show district job/location specifically)
Name the District as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the District	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the District as "Additional Insured"	

Professional Liability:

{ IF you render professional services }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
Per location / per job aggregate limit	
Defense in excess of limits	
Designated profession must be applicable to your work for our company	
Name the District as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
Per location / per job aggregate limit	

Defense in excess of limits
Designated Location or Operation must be shown as per your contract for the District
Name the District as "Additional Insured"

Umbrella:

Policy form: Occurrence - Umbrella
Each occurrence or claim limit: \$ 1,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the District as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
Employers liability – limit per accident \$ 100,000
Employers liability – limit per disease 100,000
Employers liability – disease aggregate 500,000
All owners/officers who will be on District property or job site must be covered
Show Waiver of Subrogation in favor of the District
Coverage must apply to workers in Colorado

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Strategic Sourcing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

Non-Compliance: If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy, any decrease in coverage limits or lessening of coverage scope.

Impaired Aggregate: If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

COOPERATIVE PURCHASING EFFORTS: Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between

another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**. The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.



Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

REQUEST FOR PROPOSAL

BD1828

SCOPE OF WORK/ SPECIFICATION

Section I Overview

BACKGROUND:

The mission of the Denver Public Schools is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our diverse society. The District serves approximately 92,000 students in 199 schools in the Denver area. The District employs approximately 14,000 employees, organized into 11 groups: administration, buildings and grounds, custodial workers, facility managers, food service workers, non-union, paraprofessionals, safety and security, secretarial and office workers, teachers and transportation. In addition to the 199 schools the district has 6 other buildings housing employees in Denver. In addition to contracting with Innovest Portfolio Solutions, The District has assembled an advisory committee of staff and faculty to review the current Denver Public Schools' 403(b) Plan structure.

Section II Scope of Work

OVERVIEW:

This portion of the request for proposal (RFP) has been prepared by Innovest Portfolio Solutions, LLC on behalf of Denver Public Schools.

The Denver Public Schools sponsors a 403(b) Plan to provide supplemental retirement benefits to District employees. In addition, they participate in PERA.

Ameriprise, AXA, MetLife, Franklin Templeton, Primerica, Security Benefit, TIAA, VALIC, and VOYA are the current District-approved vendors for the voluntary 403(b) Plan with 7,154 total plan participants of which 2,666 are actively contributing, total plan assets of \$169.8 million as of June 30, 2017. There were contributions in 2016 of \$9.8M and \$5.8M for the first six months of 2017. All 403(b) assets are held in individual contracts and the surrender charges/expenses and liquidity provisions are unknown and will vary by contract. VALIC is the Plan's Master Administrator.

The District also offers a 457 plan to eligible employees. At June 30, 2017 the 457 plan had 210 participants and \$7.6 million total plan assets and is recordkept at Empower Retirement. The assets in the 457 Plan are participant directed by controlled by the Plan Sponsor.

From an administration perspective, the District has one central payroll location using Lawson payroll software, with payroll feeds occurring on semi-monthly and monthly basis. The District will transition to semi-monthly only over the next 12 to 18 months.

Denver Public Schools is conducting this RFP to review the market's current best practices regarding recordkeeping, plan sponsor and participant services, investments, employee education and expenses. The District is looking for service providers that have the capacity of dealing with plan sponsors and employees of plans of similar size. The District is considering the following options:

- A single provider for the 403(b) Plan and the 457 Plan that will provide a single point-of-contact, seamless administration, recordkeeping and trust/custodial services.
- Adoption of a multiple (2) vendor scenario with a master recordkeeper and one other vendor for the 403(b) Plan and a single vendor for the 457 Plan. The master recordkeeper is able to collect payroll from the District, distribute assets to other ongoing vendor, and provide consolidated statements and services for ongoing and legacy vendors.

Technical and Mandatory Requirements:

The selected provider(s) must meet the following requirements. Proposals received without addressing the required information may be rejected as being non-responsive. Please refer to the **MINIMUM REQUIREMENTS** listed in the table below to demonstrate your ability to meet each of the following technical and mandatory requirements

MINIMUM REQUIREMENTS:

Confirm that you meet the requirements below by checking the box in the appropriate column:

Requirements	Yes	No
1. Your firm has provided recordkeeping services to K-12 education defined contribution plans for more than 7 years		
2. Your firm provides recordkeeping services to at least 10 public K-12 plans with at least 2,000 employees and \$75million in assets		
3. Your firm has at least \$15 billion in recordkept 403(b) assets as of September 30, 2017 or at least 125,000 participants		
4. Provide a minimum of 3 similarly sized plan references willing to attest to your work		
5. Provide qualified, local, in-person support to District employees from salary-based representatives who do not receive any financial incentives or commissions based on participant investment selections or promotion of any investment product or services		
6. Provide two dedicated fulltime education representatives and access to a Spanish speaking education representative as needed. Representatives must be salaried employees of your firm. These reps will cover all Denver Public Schools locations including 199 schools, the executive offices at Emily Griffith Campus, Payroll and IT departments, two transportation terminals, and facilities management as agreed upon between the committee and the firm – including group presentations, workshops, investment overview and enrollment meetings, followed by one-on one retirement planning meetings. These individuals will need to be available to cover shifts including some night and weekend work.		
7. Provide written materials in Spanish and English		
8. Provide automated processes to minimize the Plan Sponsor’s administrative burden.		
9. Provide share accounting.		
10. Able to credit payroll contributions to participant accounts no later than one business day following the receipt of funds in good order		
11. Able to accept delegation of responsibility for qualification, approval and disbursement of hardship withdrawals, loans and DROs		
12. Process and maintain participant loans using payroll deduction in accordance with the District’s policy		
13. Able to accept the responsibility for maintenance and reporting of participant loan data including reporting on delinquent and defaulted loans		
14. Able to handle all aspects of benefit distribution processing including disbursements of funds, preparation of required notices, tax withholding, tax reporting, tax filing and preparation and distribution of the 1099-R forms		
15. Mail quarterly participant statements to participant’s home addresses.		
16. Able to incorporate a participant’s assets that remain invested with a former vendor(s) into holistic financial planning and education for the participant		
17. Provide current SSAE 16 or 18 (Statement on Standards for Attestation Engagements) or SOC 1 (Service Organization Controls) on internal controls of your service organization		
18. Willing to agree to applicable contract penalties for non-performance of agreed upon service standards		
19. Offer a mutual fund platform with an open universe of investment alternatives		
20. Will not require employer to hold any proprietary funds		
21. Provide a self-directed brokerage window		
22. Provide clearly stated minimum revenue requirement regardless of the investment lineup		
23. Able to provide a dedicated transition team if needed		
24. Willing to commit to a thoughtful and robust contract exchange/rollover strategy		
25. Able to comply with minimum insurance requirements		
26. Must be able to commit to 3 year contract with two one year renewals		
27. Must agree to comply with Denver Public School’s contract terms.		

Section III

Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section).

TAB B- Vendor Profile

TAB C- Response to Mandatory Requirements

TAB D- Completed questionnaire

TAB E- Appendixes A, B, C, D & E

TAB F – Vendor attachments two through ten as stipulated in the questioner

TAB G – Redacted Bid Response

**Section IV
Evaluation Criteria / Method of Award**

This RFP will be evaluated by a team consisting of District employees representing Finance, Human Resources and members of various bargaining units for District staff. The evaluation team will evaluate and score proposals based upon the established criteria below:

Responses to the Mandatory Requirements – Determines acceptance of bid

<i>Category</i>	<i>POINTS</i>
Organization’s Stability and Focus	10
Employee Education and Communications and Participant Services	30
Quality of Recordkeeping and Administration and Plan Sponsor Services	15
Universe of Investment Options and Investment Services	15
Fee Proposal with a Transparent and Clearly Stated Revenue Requirement	20
Transition Plan and Contract Exchange Rollover Strategy	10
Total	100

- A. **Round One:** Evaluation scores will be based upon the written responses provided to the District for the RFP using the table above. After all responses have been evaluated and scored, the Committee may invite a limited number of the highest scoring responses to participate in “Round Two” where they will be able to present to the Evaluation Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written responses have been collected, evaluated and scored.
Please Note: Round One will have a maximum point value of 100.
Please Note: The overall score from Round One is only used to determine the Round 2 participants.
- B. **Round Two:** Will be an on-site presentation/interview with the review Committee and other interested parties. Vendors will be notified via e-mail that they have been invited to participate in this round. Vendors will be given further information with their invitation to present and the finalist will be determined based upon the ranking scale.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other Vendors.

VENDOR PROFILE

Complete the following:

Company Name:	
Name and contact information for individual completing this questionnaire:	
• E-mail address	
• Mailing address	
• Office phone:	
• Mobile phone:	
• Fax number:	
Federal Tax ID Number:	
State of incorporation:	
Annual revenue for the last 5 years (please list by year)	
Current financial structure (e.g. debt, equity, etc.) and financial health	
Current credit ratings (if applicable)	
Provide sample participant website address and log-in information	
Provide sample Plan Sponsor website address and log-in information	

INITIAL QUESTIONNAIRE – PLEASE COMPLETE THIS IN A WORD DOCUMENT – you may also provide a PDF
GENERAL

- 1) Provide a brief firm history, including year founded and types of services offered.
- 2) Please describe any parent/subsidiary/affiliate relationships.
- 3) Indicate whether any services will be subcontracted to another company or offered through a partnership and fully describe these services and the qualifications of the company that will provide the services.
- 4) Within the last 5 years, has your firm, any entity owning an interest in your firm, any subsidiaries, or any partners, professionals, local service representatives or member of your firm: (If yes, explain in detail)
 - a) Been the subject of any disciplinary action by any security regulatory agency?
 - b) Been the party to any litigation directly or indirectly related to the conduct of defined contribution plan business?
 - c) Been the subject of any ethical inquiries, legal inquiries, or other disciplinary proceedings?
- 5) How many plans do you currently administer in the following categories:

Number of Participants	A. K-12 403(b) Plan	B. All Other Governmental 403(b) Plans	C. Governmental 457(b) Plans	D. All other defined contribution plans	E. Total defined contribution plans
100-1,000 employees					
1,001 - 3,000 employees					
3,001-10,000 employees					
10,001– 15,000 employees					
> 15,000 employees					
Total of above					

- 6) What is the average plan asset size for K-12 403(b) and 457 plans you recordkeep?
- 7) What is the asset size of clients for whom you provide administrative services, in the following categories:

Asset Size of Plans	A. K-12 403(b) Plans	B. All other Governmental 403(b) Plans	C. Governmental 457(b) Plans	D. All other defined contribution plans	E. Total defined contribution plans
\$5-\$10 Million					
\$11-\$50 Million					
\$51-\$100 Million					
\$101 - \$500 Million					
>\$500 Million					
Total of above					

- 8) Total Value of assets for which you provide recordkeeping services if different than above.
- 9) Will you firm provide trustee services in addition to recordkeeping? Please describe
- 10) Describe your Errors & Omissions insurance. What are your policy limits? What is your carrier's name?
- 11) In the last three years, have you had any claims against your E&O or Employee Dishonesty insurance? If so, please describe.
- 12) How many clients have you gained in the last three years?
- 13) What was the total amount of assets gained over the last three years?

- 14) How many clients have you lost in the last three years?
- 15) What was the total amount of assets lost over the last three years?
- 16) What is your average client relationship tenure?
- 17) Please **briefly** describe **three specific key items** you believe differentiates your firm from other recordkeeping and administration providers when partnering with K-12 education Plan Sponsors.
- 18) Please describe any upcoming enhancements or changes to your current service model.

PLAN SPONSOR SERVICES

- 19) Outline the experience of those individuals you propose to support the District's 403(b) and 457 Plans at the Plan Sponsor Level – **COMPLETE APPENDIX A**
- 20) Please describe your recordkeeping system:
 - a) Is it a proprietary system or leased/purchased from an outside vendor?
 - b) How long has your current recordkeeping system been in existence?
 - c) How often is the software updated?
 - d) Are you planning any system enhancements within the next 12 months? If yes, please **BRIEFLY** describe.
 - e) How much have you invested in your recordkeeping system in 2017?
 - f) How much have you invested in your recordkeeping system in total in the last three years combined?
 - g) Is your system integrated with your participant and plan sponsor website, mobile apps and voice response system? If no, please explain
 - h) Is your system integrated with your Self-Directed Brokerage Account?
 - i) Is the system completely dedicated to defined contribution plan administration?
 - j) How do you monitor system capacity and plan for future expansion?
- 21) Can your company's recordkeeping system track the number of eligible participants and participating employees to determine participation rate?
- 22) Do you have experience in working with Lawson payroll software? If no, are you willing to consider adapting your file protocol to fit the District's current layout, or will the District be required to make adjustments to fit your file specifications? Please explain.
- 23) Please describe your capabilities in taking over the administration, qualification, approval and disbursement for the following services:
 - a) Domestic Relations Orders
 - b) Hardship Withdrawals
 - c) General and Principal residence loans
 - d) Distributions
 - e) Required Minimum Distributions
- 24) What administrative functions will the plan sponsor retain, assuming we maximize the use of your administrative outsourcing services?
- 25) With regard to your firm's ability to be a Master Administrator:
 - a) Are you able to provide common remitter services? Frequency?
 - b) Are you able to provide joint communication services?
 - c) Are you able to provide compliance monitoring services?
 - d) To how many plans are you the Master Administrator where you provide common remitter services, joint communication services AND compliance monitoring services?
 - e) Which vendors do you Master Administer?
 - f) Describe your capabilities AS Master Administrator, including the experience from both the plan sponsor and participant's perspective.
 - g) Describe your capabilities as a vendor UNDER a Master Administrator, including the experience from both the plan sponsor and participant's perspective.
 - h) Provide your Master Administrator plan sponsor website and login information.
 - i) Provide your Master Administrator participant website and login information.
 - j) What are your fees for Master Administrator services?

- 26) Please describe what Plan Document preparation services your offer. i.e. Prototype Plan for both 403(b) and 457 plans.
- 27) Is there a cost associated with adopting the plan?
- 28) Is there a cost for plan amendments initiated by the Plan Sponsor?
- 29) Is there a cost for plan amendments caused by regulatory changes?

- 30) For the purpose of data sharing and compliance testing, do you have an established relationship (including an information sharing agreement) with the following vendors?
 - a) Ameriprise
 - b) AXA
 - c) Franklin Templeton
 - d) MetLife
 - e) Primerica
 - f) Security Benefit
 - g) TIAA
 - h) VALIC
 - i) VOYA

- 31) Please provide your process and timeline for setting up a new 403(b) plan on your system.
- 32) Please provide your process and timeline for converting an existing 457 plan on your system.

CYBER SECURITY

- 33) Have you experienced any security breaches? If yes, please explain.
- 34) Do you carry cybersecurity insurance? If yes, provide an overview of the coverage.
- 35) Does your firm have an annual independent assessment made of its cyber security processes?
- 36) When did you last conduct a full scale business continuity &/or disaster recovery test?
- 37) Do you have a chief information security officer or equivalent position?
- 38) Describe how content is shared and/or permissions will be managed for users and administrators.
- 39) Do you have a formal policy to protect against the risks of using mobile computing and communications facilities?
- 40) What additional type of PII data is collected for the proposed solution? (District will provide employee name, mailing address, e-mail address, date of birth, annual compensation, SSN, and employee ID)
- 41) Does the proposed system adhere to Personal Identifiable Information (PII) requirements?
- 42) What type of system technology is used to house/store collected (PII) information?
- 43) At the time of contract termination, what is your retention policy / requirement for collected PII data?
- 44) Provide a copy of your Security Policy.

PARTICIPANT SERVICES AND EDUCATIONAL SUPPORT

- 45) How are personal identification numbers or passwords handled? How are PIN resets handled
- 46) Please describe security authentications employed to ensure a secure online experience for participants.
- 47) What materials and assistance will new hires receive from your firm?
- 48) Please outline your online enrollment experience for participants.
- 49) Please describe what tools are available to help participant's achieve retirement income goals.
 - a) Retirement income projections with gap analysis and easy way to take action steps
 - b) Overall Financial wellness – budgeting, estimated healthcare costs in retirement, ability to turn Social Security on or off
 - c) Spend down projections using different market risk

- 50) Identify the services available to participants via the website, smart-phone, tablet and through the voice response system – **COMPLETE APPENDIX C**
- 51) Provide your call center performance for 2015, 2016 and YTD 2017 Including:
- a) Client satisfaction ratings
 - b) Average response time
 - c) Average wait time
 - d) % of abandoned calls
 - e) % of first call resolution
- 52) Provide the hours that a live call center representative is available to answer participant questions.
- 53) If your firm is the sole provider for both the 403(b) Plan and 457 Plan, can you provide consolidated statements? If yes, please provide a sample consolidated quarterly participant account statement.
- 54) Please confirm that you will be able to provide custom DPS branded participant education materials and website landing page.
- a) Is there an additional cost for custom branding? If yes, what is that cost?
 - b) Will there be a dedicated Communications Consultant assigned to the plan? If no, who will be responsible for maintaining the custom branded communication materials and website?
- 55) Please confirm that you are able to produce branded participant communication and education materials in Spanish and English.
- 56) Outline the experience, licensing and credentials of the two dedicated full time education representatives you propose to provide on-site enrollment and education support to participants in the District's 403(b) and 457 Plans – **COMPLETE APPENDIX B**
- 57) Please confirm that you will supply two dedicated fulltime education representatives to support the district's 200+ worksites and that these individuals will be able to work some evening and weekend hours as needed to cover various shifts and seasonality of employment.
- a) Please confirm that you will be able to supply a Spanish speaking representative to the District on an as needed basis and that this position also may need to work evening and weekend hours to accommodate shift and seasonal employees.
- 58) Please confirm that the education representatives assigned to the District will be employees of your firm.
- 59) Please disclose what percentage of the education representative's salary is base and what percentage is bonus.
- 60) What criteria is used to determine the amount of bonus?
- a) Client satisfaction
 - b) Improvement in participation rates
 - c) Amount of contract exchanges
 - d) Meeting exponents of annual education plan
- 61) Please re-confirm that the education representatives will not receive any financial incentives or commissions for selling proprietary investments, products and services and that you agree to prohibit your representatives from the cross selling of these products as part of the contract.
- 62) How do you deliver education to different cultures? Please provide examples.
- 63) Explain in detail your participation education philosophy and how you plan to deliver effective and relevant employee education when access to employees for meetings is often limited?
- 64) Do you provide financial planning services to participants?
- a) If yes, is financial planning provided by an accredited Certified Financial Planner (CFP)?
 - b) Is CFP an employee of your firm?
 - c) How are financial planning services delivered? (one-on-one, in person, over the phone etc.)
 - d) What is the frequency at which financial planning services may be offered?
 - e) What is the cost for offering financial planning services?
 - f) Are financial planning services available to retirees?

- 65) How will you integrate information from a participant's PERA, Social Security, 401(k), 457 or prior 403(b) accounts?
- 66) Please describe any innovative ways you have been successful at improving plan participation in 403(b) and 457 plans.

Transition Plan and Contract Exchange/Rollover Strategy

- 67) What type of education and support services do you provide to inform employees of their rights to move assets from an existing vendor to you as the new (or one of the new) service provider(s)?
- 68) Please provide a case study of how you have been successful in assisting participants with contract exchanges needed to move assets from an existing provider to you as the new provider?

Investment Services

- 69) Do you offer an open architecture platform?
- a) How many mutual fund families are on your platform?
 - b) How many mutual funds are on your platform?
 - c) Are there any mutual fund families you are unwilling to record-keep?
 - d) Do you allow funds that have a short term redemption limitation and charge a fee for exceeding frequent trading limits?
- 70) What are the restrictions for adding funds outside your platform?
- a) What is the process to add a fund?
 - b) How long does it take?
 - c) Is there an additional cost to add a fund to your platform?
- 71) Supply the following information regarding your fixed account solution:
- a) What is the portfolio allocation?
 - b) Please provide monthly or quarterly crediting rates/returns for the past 5 years
 - c) Please provide the contract floor rate
 - d) Please provide your financial strength ratings (i.e. S&P, Moody's, Fitch or A&M)
 - e) Please provide the overall portfolio credit quality of the bonds in the proposed fixed account offering (AAA, AA, B etc.)
 - f) Please provide the revenue credit toward recordkeeping fee for the proposed fixed account offering.
 - g) Please describe any restrictions on plan sponsor liquidations of the fixed account offering.
 - h) If available, please attach a fixed account fact sheet for the proposed offering.
- 72) Does your firm offer a Self- Directed Brokerage Window?
- a) Who is the brokerage firm?
 - b) Please provide any additional cost that would be incurred by plan sponsor and/or participant to have this option.
 - c) Is it fully integrated with your website and call center?
 - d) Are participants allowed to permit their outside investment advisors to have access to their SDBA?
 - e) If yes, is the advisor's fee able to be paid from the account?
 - f) How are recordkeeping fees paid from the account?
- 73) Does your firm offer Managed Accounts Program?
- a) What is the cost for this service?
 - b) What provider is responsible for the process and methodology used in the service? (i.e. Morningstar, Ibbotson other third party provider)
 - c) Are participants able to load outside or spousal assets into the system to be included in the calculations?

Fees and Expenses

- 74) Please provide a clearly stated minimum revenue requirement regardless of the fund lineup selected, but using your **Fixed Account** for the following pricing scenarios as a percentage of assets (bps) and on a per participant basis.
- a) Single provider for both the 403(b) and 457 plans
 - b) Master Administrator with one other vendor for 403(b) plan and single provider for 457 Plan
 - c) Vendor under the Master Administrator for the 403(b) plan
- 75) Please provide a clearly stated minimum revenue requirement regardless of the fund lineup selected, but using a **Money Market Mutual Fund** instead of your Fixed Account Solution for the following pricing scenarios as a percentage of assets (bps) and on a per participant basis.

- a) Single provider for both the 403(b) and 457 plans
- b) Master Administrator with one other vendor for 403(b) plan and single provider for 457 Plan
- c) Vendor under the Master Administrator for the 403(b) plan

76) If the assets in the 403(b) and 457 plans grow more quickly than your assumptions are you willing to reprice the plans?

77) Are you willing to set a plan asset size or participant count for renegotiation of the pricing?

78) Do you offer fee equalization/fund revenue leveling services?

79) Please describe your capabilities and how often debits/credits are posted (monthly, quarterly, etc.).

80) Is this service limited by plan size?

81) Are there any additional costs or other limitations associated with this fee methodology?

82) How will a participant see their fees and revenue sharing credits on their quarterly statements and online?

83) Identify any other extraordinary one-time start-up costs related to the Plan.

84) Identify which plan level services would incur charges above the revenue requirement – **PLEASE COMPLETE APPENDIX D**

85) Identify all fees related to contract termination.

86) Are your fees negotiable?

87) Please re-confirm that your contract is guaranteed for 3 years with 2 one year renewals

88) Please provide your Service Guarantees – **COMPLETE APPENDIX E**

VENDOR ATTACHMENTS TO RETURN WITH QUESTIONNAIRE

Please include a copy of the following when returning your initial questionnaire.

1. Appendices A, B, C, D and E
2. ADV Parts I & II
3. SSAE 16 or 18 or SOC2
4. Organization's privacy/security policy
5. Your system security plan (SSP) or equivalent documentation to address security.
6. Provide vendor documentation and examples on how secure coding practices are followed, e.g. OWASP or CERT
7. Sample Enrollment Package
8. Sample Plan Health Report
9. Sample Participant Statement
10. Copy of Standard Administrative Services Agreement for a Similar Plan

APPENDIX A

APPENDIX A: ANSWER WITH RESPECT TO EACH POSITION THAT WILL SUPPORT THE PLAN SPONSOR. Add pages as necessary				
	Relationship Manager	Day-to-Day support for administrative questions	Education/Communication Manager	Transition Manager
Name				
Title				
Location				
Education				
Years of Experience				
Licensing and Credentials				
Years of tenure with your company				
Number of other accounts serviced				
Brief description of role with regards to this account				
Annual turnover rate for this position for each of the last 5 years				
How are these individuals compensated?				
% of compensation dependent on client satisfaction				

APPENDIX B

APPENDIX B: ANSWER WITH RESPECT TO EACH ON-SITE ENROLLMENT AND EDUCATION REPRESENTATIVE		
	Representative 1	Representative 2
Name		
Title		
Location		
Education		
Years of Experience		
Years of tenure with your company		
Licensing and Credentials		
Fluent in languages other than English? If yes, identify language.		
Number of other accounts serviced		
Brief description of role/responsibility with regards to this account		
Annual turnover rate for this position for each of the last 5 years		
% of compensation dependent on client satisfaction		

APPENDIX C

APPENDIX C: IDENTIFY SERVICES AVAILABLE TO PARTICIPANTS <u>TODAY</u> , BY MODALITY			
	Website	Smartphone/Tablet	VRU
Plan specific information			
Enrollment			
Enrollment or change in managed account option			
Investment fund information & performance			
Account balances			
Current participant information			
Reallocation of existing account balances			
Withdrawals/disbursements			
Termination Distributions			
Loan Initiation			
Loan Modeling			
Password Change			
Beneficiary designation			
Statement requests			
Prospectus orders			
Confirmation letter of any change			
Asset allocation modeling			
Account balance projections			
Investment advice			
Personalized rate of return			
Retirement Planning Calculators			
Retirement Goal Projections			

APPENDIX D

Appendix D – Other Fees	
Prototype Plan Document	
Plan Amendments – Client initiated	
Creation of Summary Plan Description if applicable	
Additional Education Days beyond XX	
Loan origination	
Annual Loan Maintenance Fee	
Hardship approval and processing	
DRO qualification	
QDRO processing	
Distribution Check	
ACH	
Wire Transfer	
Overnight Delivery	
Managed Account Fees	
Self-Directed Brokerage Fees	
Creation of Annual required notices if applicable	
Mailing of any required notices	
Creation of Fund Change Notices	
Mailing of Fund Change Notices	
Are there any other additional costs not addressed in the cost proposal section?	

File the following in TAB A

Does your offer comply with all the terms and conditions? If no, indicate exceptions.

Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes _____
No _____

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified?

Yes _____
No _____

DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
 - Bids and Proposals sent directly to your personal Supplier Portal account
 - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: <http://purchasing.dpsk12.org/suppliersvendors/>

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).



DPS's mission is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

With this purpose comes responsibility: we must ensure that we fulfill DPS's commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing IntegraReport.

Letter from the CFO

To **anonymously** submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit:

IntegraReport.com

DPS Subscriber Code: **DPSK12**

You can also call our automated phone hotline 24 hours a day, seven days a week

855-858-3344