

RSA-1 & PEIRAF 2022 RFP for 457(b) DCAS Recordkeeping Platform

1 General Information for the Proposer

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms with outstanding qualifications, experience, expertise, and knowledge to provide a fully integrated, preferably either:

- a Windows-based, Commercial Off-The-Shelf (COTS) 457 (b) Deferred Compensation Administration System customized to integrate with RSA existing modules or
- a Windows-based, custom developed 457 (b) Deferred Compensation Administration System (DCAS) to integrate with RSA existing modules.

The RSA has contracted with Segal (“Consultant”) to assist, guide, direct, and make recommendations for the acquisition of a DCAS for the RSA. Except as instructed in this RFP, the Proposer is prohibited from contacting Segal directly concerning this RFP or the RSA's DCAS Project in its entirety.

The Proposer shall meet the following criteria:

- Has a history (minimum five (5) years) of successful implementations of comparable projects with organizations of similar size and complexity as the RSA;
- Has a long-term commitment to the financial and administration system business demonstrated by experience with multiple clients in such field and has long-term viability as a company;
- Has a robust product design, development, and enhancement strategy for both software functionality and architecture that will keep it current with industry trends, standards, compliance, and regulations without the need for customization by the RSA;
- Can provide an efficient and proven set of implementation services to ensure the RSA can leverage the capabilities of the software to implement new business processes and achieve their business goals;
- Has the staffing and facilities to support the RSA's security, performance, availability, reliability, disaster recovery, business continuity, and operational requirements for a solution.

The RSA is soliciting proposals for software, design, development, implementation services, training and post-implementation support. The RSA is interested in proposals that include non-hosted on-premise solutions.

Key integrations and interfaces with other RSA systems are critical to a comprehensive and complete DCAS solution.

Attached Document(s): [Alabama RSA DCAS Cover Page.docx](#)

1.2 Background

On November 26, 1986, the Public Employees' Individual Retirement Account Fund (PEIRAF) Board of Control established the Public Employees' Individual Retirement Account Fund/Deferred Compensation Plan (RSA-1) under the provisions of the Code of Alabama 1975, Title 36, Chapter 27A (Act 685 of the Legislature of 1986) to afford PEIRAF members the greatest possible tax benefits under the federal income tax laws. The RSA-1 operates as a deferred compensation plan as defined in Section 457 of the Internal Revenue Code of the United States and began receiving deferred portions of employees' income on January 1, 1987. The responsibility for the general administration and operation of the RSA-1 is vested in its Board of Control. In accordance with the Governmental Accounting Standards Board (GASB) pronouncements, the RSA-1 is

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considered a component unit of the State of Alabama (State) and is included in the State's Annual Comprehensive Financial Report.

All members of the Teachers' Retirement System of Alabama (TRS), the Employees' Retirement System of Alabama (ERS), the Judicial Retirement Fund (JRF), and employees of employers eligible to participate in the ERS pursuant to provisions of the Code of Alabama 1975, Section 36-27-6, and public officials and employees of the State of Alabama or and political subdivisions thereof (collectively, participating employers) are eligible to participate in the RSA-1. As of June 30, 2021, there were 39,054 participants. As of June 30, 2021, the fair market value of RSA-1's investments was \$2.6 billion. RSA-1 investments are participant-directed to one or more funds; a short-term investment fund, an S&P 500 Index fund, or fixed income fund, with investments such as corporate bonds, U.S. agency obligations, government national mortgage association securities, and commercial paper.

Effective October 1, 1997, the RSA-1 adopted Trust status in compliance with The Small Business Job Protection Act of 1996. Deferred income and investment earnings are held in trust for the exclusive benefit of the RSA-1's participants and their beneficiaries.

The Public Employees' Individual Retirement Account Fund (PEIRAF) was established on July 8, 1982, under the provisions of the Code of Alabama 1975, Title 36, Chapter 27A (Act 776 of the Legislature of 1982) for the purpose of providing State of Alabama (State) public employees an opportunity to receive benefits offered by the Economic Recovery Act of 1981 as it relates to individual retirement accounts for public employees covered by a mandatory public retirement plan. PEIRAF investments are participant-directed in either a short-term investment fund, an S&P 500 Index Fund, or fixed income investments such as corporate bonds, U.S. agency obligations, government national mortgage association securities, and commercial paper.

PEIRAF operates as a deductible employee contribution plan and began receiving deductible employee contributions on November 1, 1982. The responsibility for the general administration and operation of PEIRAF is vested with its Board of Control. In accordance with the Governmental Accounting Standards Board (GASB) pronouncements, PEIRAF is considered a component unit of the State and is included in the State's Annual Comprehensive Financial Report.

All members of the Teachers' Retirement System of Alabama (TRS), the Employees' Retirement System of Alabama (ERS), the Judicial Retirement Fund (JRF), and other eligible employees pursuant to the provisions of the Code of Alabama 1975, Section 36-27-6 were eligible for membership in PEIRAF. At June 30, 2021, there were 1,171 participants.

The Tax Reform Act of 1986 prohibited contributions to deductible employee contribution plans for years after 1986. Accordingly, on November 26, 1986, the PEIRAF Board of Control elected to discontinue receiving contributions to PEIRAF after December 31, 1986. Existing PEIRAF member accounts continue to be invested and reinvested and available for distribution. As of June 30, 2021, the fair market value of PEIRAF's investments was \$72.5 million.

1.3 Description of the RSA-1 Management

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In accordance with the Code of Alabama 1975, Section 36-27A-2, RSA-1 and PEIRAF are administered by the Secretary-Treasurer of the ERS under the supervision and direction of a Board of Control which is comprised of members of the investment committees of TRS & ERS.

1.4 Acronyms and Definitions

ACRONYMS

ACH - Automated Clearing House

COTS - Commercial Off the Shelf

CRM - Microsoft Dynamics CRM (Customer Relationship Management)

DCAS - Deferred Compensation Administration System

DPAS - Deloitte Pension Administration System

DROP - Deferred Retirement Option Plan

ERIP - Early Retirement Income Plan

ERS - Employees Retirement System of Alabama

ESS - Employer Self-Service

FTSP - Federal Thrift Savings Plan

GASB - Governmental Accounting Standards Board

IOE - Investment Option Election

JRF - Judicial Retirement Fund

LOB - Line of Business

MOS - Member Online Service

MDI - Multiple Document Interface

NAV - Net Asset Value

NDA - Non-Disclosure Agreement

PEEHIP - Public Education Employees' Health Insurance Plan

PEIRAF - Public Employees' Individual Retirement Account Fund

PII - Personally Identifiable Information

PID - RSA Personal Identifier (to be used in lieu of social security number)

PLOP - Partial Lump Sum Option Plan

RFP - Request for Proposal

RMD - Required Minimum Distribution

RSA - Retirement Systems of Alabama

RSA-1 - Public Employees' Individual Retirement Account Fund/Deferred Compensation Plan

RTM - Requirements Traceability Matrix

STAARS - State of Alabama Accounting and Resource System

STIF - Short Term Interest Fund

TFS - Team Foundation Server

TRS - Teachers Retirement System of Alabama

UAT - User Acceptance Testing

UI - User Interface

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URL - Uniform Resource Locator

DEFINITIONS

Throughout this RFP, the terms Proposer, Contractor, or Vendor, may be used interchangeably.

Throughout this RFP, the term Member is used to refer to Employee or Participant, and these terms may be used interchangeably.

Throughout this RFP, Check is used to refer to Warrant, and may be used interchangeably.

457 ROTH - A ROTH 457 plan allows members to contribute on an after-tax basis and pay no taxes on qualifying distributions from a governmental 457 plan.

Consultant - RSA has contracted with Segal to assist and guide RSA in this process.

CPI-U Index - The Consumer Price Index for all urban consumers (CPI-U) measures the changes in the price of a basket of goods and services purchased by urban consumers. The CPI-U is used to measure inflation and operates as an indicator of the effectiveness of government fiscal and monetary policy.

Employee Eligibility - Any public official or employee of the state of Alabama, supernumeraries, and those eligible employees under §36-27-6, or any political subdivision thereof is eligible to participate in the RSA-1 Deferred Compensation Plan, regardless of participation in the RSA. Participation in RSA-1 is strictly voluntary.

Employer Self-Service (ESS) - An existing external web portal that allows access for agencies that participate in the RSA plans.

Fund - unique investments offered within each plan and consist of a short-term investment fund, a S&P 500 Index Fund, and a fixed income fund (corporate bonds, U.S. agency obligations, government national mortgage association securities, and commercial paper.)

Member Online Service (MOS) - The existing RSA-1 external web portal that allows access for individual RSA members for associated defined benefit systems, teacher's insurance program, and/or RSA-1 depending on what accounts that person has.

Person Service - an existing system for demographic data that is shared by all of the RSA systems.

Plan - One of the 2 plans sponsored and administered by RSA. They are the PEIRAF - Public Employees' Individual Retirement Account Fund/Deferred Compensation Plan and the RSA-1 - Public Employees' Individual Retirement Account Fund/Deferred Compensation Plan.

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Source - Is the origin of a contribution of money to a plan, including but not limited to: Employee pre-tax, DROP, PLOP, ERIP, FTSP, Rollover, Transfers, and Employee ROTH after-tax.

Monetary Activity Structure -

- Hierarchy 1 - Where the Plan Level activity information is stored for each participant (2 Plans RSA1 & PEIRAF)
- Hierarchy 2 - Where the Source Level activity information is stored for each participant within each plan (Employee pre-tax, DROP, PLOP, ERIP, FTSP, Rollover, Transfers, Employee ROTH after-tax)
- Hierarchy 3 - Where the Fund Level information (STIF, Bond, Equity) is stored for each participant within each source within each plan
- Unit Value - The value of each unit as determined at the close of a business day by taking the market value of the total assets of a fund and dividing it by the number of units held in the fund.

1.5 Ownership of Source Code

All source code that is part of this solution and not covered under third party license will be owned by RSA upon project completion. RSA is agreeable to LOB source code being provided under a non-exclusive license, including appropriate intellectual property protections for the Vendor; however, RSA does require the source code and all related software, procedures, and processes to maintain and enhance the system.

The Vendor's proposed solution must include NO software or hardware locks, traps, dongle keys, or similar security measures that would in any way deny RSA full and complete access.

The source code for any software (be it the customized line-of-business application, middleware, a code generator, a specialized I/O routine, or any similar or related item) which is developed by the contractor, or an affiliate company that is 20% or more owned by the contractor and used in the new system must be delivered to RSA. Source code for linkages to/from the system is similarly to be provided.

The Vendor must indicate in their response their acceptance of the requirements in this section.

1.6 Key Personnel

Key personnel must be identified in the staffing plan, and the Vendor must commit that these key staff members will not be reassigned over the duration of the effort without RSA's prior written agreement. At a minimum, key personnel to be identified include the Project Manager, the lead analyst, or Deputy Project Manager and at least two (2) additional senior full-time staff members.

Key personnel will be required to be on-site at least four (4) days per week on average. They will be responsible for working closely with RSA's designated Project Manager, generally on a daily basis, either in person or via telephone and/or email.

The Vendor must agree that its designated key personnel will remain continuously assigned to the project until the final functional rollout phase of the project is under warranty and all defects identified prior to that point in time are corrected. They cannot be removed from the project by the Vendor, except in the case of death or termination of employment or with RSA's written approval. In any of those cases, RSA reserves the right to approve the candidate proposed by the Vendor as a replacement for the key personnel project member.

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The Vendor's key personnel are to be authorized and empowered by the Vendor to make binding commitments to RSA relating to the project and the Vendor's scope of activities (but not necessarily relating to the terms and conditions of the contract between RSA and the Vendor's firm).

The RSA requires a co-development model for this project that will include the use of RSA personnel as members of the development team.

1.7 Off-site Development

RSA is aware that some system solution providers have turned to off-site development facilities to achieve economies in costs related to the delivery of various aspects of their solutions and thus enhance their competitive position in the marketplace. RSA is not necessarily opposed to this approach. However, RSA will require that its prime provider of services for this project be a United States corporation, and that any off-site development related to this project constitute less than fifty percent (50%) of the development effort as measured by the proportion of the effort (hours of vendor staff) devoted to the project. RSA is concerned that if the off-site development model is not carefully managed, any savings in hourly rates may be more than offset by difficulties in related areas of the effort, especially project team communication and responsiveness.

Whether onsite or offsite, all development work will be performed on the RSA system. When offsite, personnel will be required to login to the RSA system through a secure VPN and login to a provided client machine instance. The TFS code repository, databases, dev/test servers, etc. will all reside on the RSA network. Vendors are required to state in their proposals whether or not off-site development facilities will be utilized. If so, the following additional information must be provided:

- The proportion of the overall effort that will be met by the off-site development facility in terms of man-hours, i.e., what percent of the person hours of the overall effort will be done off-site?
- The location of the off-site development facility and a description of its resources, attributes, etc.
- If the time zone of the off-site location is different by more than four hours from that of RSA, a description of the means taken to ensure constant, reliable communication, e.g., RSA does not want its staff having to attend mid-night conference calls.
- For what other similar clients' system implementations has the vendor used the off-site development facilities being proposed to RSA? Were the off-site resources used for the same duties and in roughly the same proportion as is being proposed to RSA? What percentages of those overall efforts were done off-site?
- The "boundary" that will exist between on-site support and off-site support - i.e., will Montgomery based Vendor staff be responsible for all on-site work in terms of requirements definition, programming specifications, training, and support, backed up by an off-site programming team, or will off-site personnel also participate in on-site activities? If off-site resources will be involved in on-site activities, please describe those duties and responsibilities in detail.
- If off-site personnel will be involved in interfacing with RSA staff, what assurance is offered that:
 - No language barriers will be encountered?
 - The off-site staff assigned will be sufficiently familiar with the Vendor's solution, 'culture', and systems in general to fulfill their responsibilities as efficiently as would comparable on-site staff?
- Will the use of off-site resources be restricted only to the original development effort, or will they also be utilized to provide subsequent maintenance and support services?
- What quality ratings have been earned by the proposed off-site development facility (ISO 9000, CMM, SEI, etc.)?

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- Describe your communications plan for assuring smooth, prompt, effective communications between your off-site development facility, your development center, and your on-site staff. What tools will be utilized for effecting these channels of communication? How will time zone differences between your development center, your off-site development facility, and RSA's location affect the project?
- During user testing, will problem incidents be referred to the off-site facility for correction, or will U.S.-based programming resources be used for 'debugging'? If corrections will be referred to the off-site facility, will RSA users have to communicate directly with contractor personnel at the off-site? If so how? If not, how will the Vendor provide such communications?
- Will off-site development staff become involved in producing programming (or other) documentation for RSA? If so, please provide a representative example of documentation produced by the same off-site resources for another client so that RSA may gauge its quality.
- What steps will you take to ensure adequate availability of backup development (or other, as appropriate) staff in the event the proposed off-site facility is unable to provide the proposed services for whatever reason?
- What overall risk mitigation analysis and plans have been put in place to ameliorate the risks? Provide a copy or summary of such an analysis.
- What quality control measures will be put in place to ensure that the functionality, products or components developed off-site will meet RSA's expectations?

1.8 Data Security/Data Handling

The RSA will not allow data containing member information, in particular data containing Personally Identifiable Information (PII), to be used outside of the RSA network. All data is the property of the RSA, and any use or access by the successful vendor during the implementation must be guaranteed to be encrypted in transit and at rest. The RSA's data may only be accessed by successful vendor's personnel and who will be subject to criminal background checks. RSA does their own background checks for all personnel who would have an account in our system. No person convicted of a felony is allowed to be on contract.

1.9 SDLC (System Development Life Cycle)

RSA prefers methodologies that allow the RSA staff to be engaged in multiple opportunities to validate requirements and design. For this reason, an iterative development methodology is favored for use in the development of the application. Ideally, this includes an opportunity to view rapid prototypes of requirements and design concepts, screens, content, and application flow. (Such prototypes do not necessarily need to become operational nor be reused during development.) Proposals that include in the development period a conference room pilot - wherein users see the full member life cycle from enrollment, through withdrawal and refunds, re-enrollment, termination of service, return to work, change of address, beneficiary, plan, etc. - would be viewed favorably by RSA.

RSA has a high level of concern with regard to the system development life cycle and configuration control. The project could likely be divided into multiple functional rollout phases, each including numerous activities / tasks which will be implemented sequentially or on an overlapping basis. Each rollout phase will involve numerous deliverables (documents and software), which will be submitted to various RSA staff members for review and revision over multiple iterations. Active participants will include not only RSA staff, but also the Vendor's staff, possibly working from multiple locations, as well as other contractors to RSA whose activities must be coordinated with the new system development effort. This may include quality assurance consultants, oversight project management consultants, process change consultants, and others.

1.10 Summary of Benefits

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The successful Proposer will be expected to administer these benefit structures based on the Plan Documents in Exhibit 1 without deviation.

Attached Document(s): [Alabama RSA DCAS Exhibit 1 - Plan Documents 1 - RSA1 Plan Document.pdf](#), [Alabama RSA DCAS Exhibit 1 - Plan Documents 2 - RSA1 Member Handbook.pdf](#)

1.11 Single Point of Contact

RSA-1 has hired a Consultant to assist with this procurement. From the date this RFP is released until a Vendor is selected and announced by RSA-1, all communication must be directed to:

Mr. John Van Dunk

Senior Consultant

Segal

Content Related Questions: Any questions regarding content should be submitted directly to John Van Dunk using the “Ask Question” feature in the left-hand side menu by the **deadline of April 4, 2022, 5:00 pm Central time.**

Technical Questions: Questions regarding technical issues or to set up a training demo should be directed to Proposal Tech, by calling (877) 211-8316, ext. #4, and asking for support.

In any discussion, there shall be no disclosure of any information derived from proposals submitted by competing proposers, including the name of a potential Vendor.

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted to Proposal Tech and www.RSA-AL.gov.

1.12 Restrictions on Communication with Staff

From the date this RFP is released until a Vendor is selected and announced by the RSA, Proposers are not allowed to communicate concerning this RFP with any RSA employee except as provided by existing work agreements. For violation of this provision, the RSA reserves the right to reject the proposal of the violator.

2 Proposal Submittal

This section describes the timing, format and requirements for submission of the proposal as well as the evaluation criteria. The proposals that do not meet requirements listed below will be rejected.

2.1 Procurement Timetable

The steps of the proposal process are outlined below:

RFP Timetable

RFP Issued	March 28, 2022
Intent to Respond	April 4, 2022
Deadline for Receipt of Questions	April 4, 2022
Issue Responses to Questions	April 11, 2022
Proposals Deadline	May 9, 2022, 5:00 p.m. CST
Proposal Evaluation	May 10 - May 17, 2022
Notification of Finalists	May 18, 2022

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Finalist Reference Checks	May 10 to May 18, 2022
Conduct Finalist Interviews--tentative	May 23 - May 24, 2022
Best and Final Offers Due	24 Hours After Interview
Award Contract	May 27, 2022
Initiate Project	July 1, 2022
Anticipated Plan Go-Live Date	January 1, 2024

Note: The RSA reserves the right to adjust this schedule as it deems necessary or otherwise in its best interest.

2.2 Instructions

The information contained in the Proposer's response to this RFP will be used by the RSA in determining whether or not the Proposer will be selected. "Will discuss" and "will consider" are not preferred answers. If the Proposer is unwilling to disclose particular information asked in a question, please indicate the reasoning. If Proposer cannot provide a direct response for some reason (e.g., Proposer company does not collect or furnish certain information), please indicate the reason rather than providing general information which fails to answer the question.

The proposal the RSA selects will be incorporated into the contract and the RSA will expect that all representations made in the proposal will be honored. Please provide complete answers and explain all issues in a concise, direct manner. If Proposer has additional information Proposer would like to provide, include it as an appendix to Proposer's response. Proposer must indicate in Proposer's written response to the questions the location of any additional material referenced in Proposer's response. All documentation submitted in response to this RFP, and any subsequent requests for information pertaining to this RFP, shall become the property of the RSA and will not be returned to the Vendor.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION MAY RESULT IN DISQUALIFICATION OF PROPOSER PROPOSAL

The questions outlined in the RFP are asked in terms of the proposed implementation for the RSA. In responding to the questions, please indicate whether or not the Proposer can and is currently performing in the manner described, to what extent any development activity is required to meet the requirement, or if the Proposer cannot meet the requirement.

Make sure that:

- All appendices, exhibits, attachments, or enclosures are numbered;
- The exhibits show cross-references to any printed material; and
- The page number where the response is contained is shown on the exhibit.
- Provide responses to each of the following requests or questions.

2.3 Intent to Quote

All potential Proposers must submit their intention to respond to this RFP for a DCAS Administration Platform in writing by **April 4, 2022, 5:00 PM Central Time**. Only those Proposers that submit an "Intent to Quote" form (Appendix A) will receive copies of responses to questions, changes and updates. Proposer intent to quote must indicate Proposer organization's primary contact, direct telephone number of contact, email address and the administrative services Proposer plans to quote.

The Intent to Quote notification must be sent to the Consultant via the instructions below:

Instructions for Intent to Quote submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (John Van Dunk) as the recipient. Once Proposer attachment is uploaded be sure to check the box to include Proposer attachment with the email and then click "Send."

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Single, Radio group.

1: Completed and sent,

2: Not provided

Attached Document(s): [Alabama RSA DCAS Appendix A 20220315.docx](#)

2.4 Proposal Submission

Final proposals must be posted to Proposal Tech, at www.proposaltech.com, by **May 9, 2022, 5:00 P.M.**

Central Time. After that time, access to the eRFP will be locked - Proposers will not be able to post or amend responses.

In addition to submission through Proposal Tech, the Proposer must submit:

- One electronic pdf copy on a USB drive marked “original” with original signatures

The electronic copy must be sent directly to the RSA at the following address:

Security, 4th Floor, P.O. Box 302150, Montgomery, AL 36130-2150.

The electronic copy is simply the soft file version of Proposer's final proposal submitted through ProposalTech and are expected to arrive at the RSA offices no later than three (3) days after the proposal deadline. Labels must indicate clearly that submissions are responding to “**2022 RFP for 457(b) DCAS Recordkeeping Platform.**” In the event of a discrepancy/conflict between the ProposalTech submission and the hard-copy version, the ProposalTech version will take precedence. In the event of a power failure or similar occurrence, the soft-copy version will be used. In the event a document or section is omitted from the ProposalTech version of the Proposer's response, the RSA reserves the right to accept the omitted document or section, if included in the soft-copy version.

Regardless of cause, late proposals (considered the electronic Proposal Tech version) will not be accepted, and will be disqualified from further consideration.

Subsequent to review of the proposals, discussions for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements may be conducted, by the Consultant on behalf of the RSA, with responsible Vendors who submit proposals determined to have reasonable potential for being selected for an award. In conducting any such discussion, there shall be no disclosure of any information derived from proposals submitted by competing Vendors, including the name of a potential Vendor.

The identification of confidential responses has been turned on for this RFP. If the Proposer feels that a response to a question contains proprietary/confidential information, click the “Disclosure” tab located underneath the question and check the box for “Exemption from Disclosure.” Provide a reason for the exemption in the text field provided. If the Proposer does not provide a reason for exemption, the question will not be considered answered. DO NOT make every response confidential, but only select those responses that contain information that is proprietary to the Proposer. If the Proposer has any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84.

2.5 Minimum Qualifications

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The Proposer must demonstrate the meeting of the specified minimum qualifications. This documentation will be provided as part of the Technical Proposal.

2.6 Technical Proposal

The Technical Proposal shall include the following sections and be marked "Technical Proposal" on the outside of the electronic copy of the proposal:

1. The Proposal Certification Form;
2. The Transmittal Letter;
3. Documentation of compliance with the Minimum Vendor Requirements;
4. Answers to General Questionnaire;
5. Answers to Technical Questionnaire;
6. Answers to System Questionnaire;
7. Answers to Requirements Questionnaire; and
8. Answers to Implementation Questionnaire.
9. Answers to RSA Third Party Vendor Security Questionnaire
10. Completed Confidentiality and Non-Disclosure Agreement
11. Completed Immigration Compliance Certificate
12. Completed IRS Form W-9
13. Completed State of Alabama Disclosure Statement

Attached Document(s): [Alabama RSA DCAS Appendix B 20220314.docx](#), [Confidentiality and Non-Disclosure Agreement.docx](#), [IRS Form W-9.pdf](#), [Immigration Compliance Certificate.pdf](#), [RSA Third Party Vendor Security Questionnaire.xlsx](#), [State of Alabama Disclosure Statement.pdf](#)

2.7 Pricing Proposal

The pricing proposal(s) shall present a firm, guaranteed fixed price for the initial eighteen-month term and two optional years. The price must include the total services as shown in this RFP. The Proposer must follow the instructions and complete the pricing proposal as described by entering the prices/fees for all services proposed.

2.8 Proposal Evaluation

All responsive proposals received by the deadline will be evaluated by the RSA. The proposals will be evaluated as specified below, using pass/fail for Minimum Qualifications. Finalists may have additional scores for system demonstration/presentation. The evaluation will be conducted in four phases:

Phase I - Minimum Qualifications. The Proposer must demonstrate the meeting of the following minimum qualifications:

- Vendor shall have successfully implemented into production a project for three clients of similar eligibility, benefits complexity, and size.
- Vendor shall have a documented, proven history of five years or more in the successful implementation and support of employee benefit systems.
- Vendor shall have two public sector clients currently using a proposed solution.

Phase II - Evaluation of Technical Proposal. The following criteria will be used in the evaluation:

- Vendor's Experience and Future Vision
- Administrative Services and Functional Capabilities;
- Implementation Approach and Timeline;
- Performance Standards; and

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- Contract Conditions.

Phase III - Evaluation of Price Proposal. The cost proposals will be based on the criteria below. The price proposal criteria and possible points are:

- Implementation Costs
- On-going Annual Maintenance Costs from Third-Party Licenses
- Additional Fees

Phase IV - Presentation by the Successful Proposal(s). At any time during the evaluation phases, the RSA may contact a Vendor to: (1) provide further or missing information or clarification of their proposal, (2) provide an oral presentation of their proposal (possibly virtual); and/or (3) obtain the opportunity to interview the proposed key personnel (possibly virtual/telephonic). Reference checks may also be made at this time. However, there is no guarantee that the RSA will look for information or clarification outside of the submitted written proposal. Therefore, it is important that the Proposer ensure that all sections of the proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

The RSA may submit a list of detailed comments, questions, and concerns to one or more of the Proposers after the initial evaluation. This may include requesting one or more of the Proposers' "Best and Final" offers on price or technical requirements, or both. The total scores for those Proposers selected to submit additional information may be revised as a result of the new information.

The evaluation team will review the proposal scores in making its recommendations of the successful proposal(s). A Proposer's total score will be the sum of the scores received for the Technical Proposal, the Price Proposal, and any RSA Demonstration/Presentation. The evaluation team will make its recommendation based on the above-described evaluation process. The final award decision will be made by the RSA.

2.9 RFP Amendments

The RSA reserves the right to amend the RFP prior to the date of the proposal submission. Amendments will be sent to all the Proposers who return the Intent to Respond form located in Appendix A.

2.10 RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted to Proposal Tech and at www.RSA-AL.gov.

2.11 Contract Term

The contract will take the form of an eighteen-month contract beginning on July 1, 2022 and two (2) one-year options to extend the contract.

2.12 Payment

The Successful Proposer will be allowed to put forth a milestone payment schedule based on its rate chart for services. Milestones may be rejected or negotiated with the RSA if they do not appear to represent completion of deliverables.

2.13 Proposal Offer and Withdrawal

A proposal may not be modified, withdrawn or canceled by the Vendor for a 180--day period following the deadline for proposal submission, or receipt of best and final offer, if required, and the Vendor so agrees by

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submitting the proposal. A proposal may be withdrawn, only prior to the proposal submission due date, by submitting to the Consultant a written request for withdrawal, signed by the Vendor.

2.14 Right of Negotiation

Discussions, negotiations and requests for additional information regarding price and other matters may be conducted with the Vendor(s) who submit proposal(s) determined to be foreseeably selected for award, but proposal(s) may be accepted without such discussions.

The RSA reserves the right to further clarify and/or negotiate with the Proposer(s) on any matter submitted. The RSA may ask for best and final offers.

The RSA also reserves the right to move to the next best Proposer(s) if negotiations do not lead to a final contract with the best Proposer(s).

2.15 Cost of Preparing Proposal

Cost for developing the proposal is solely the responsibility of the Proposer. The RSA will not provide reimbursement for such cost.

2.16 Use of Subcontractors

In the event a proposal is jointly submitted by more than one (1) organization, one (1) of the organizations must be designated as the prime Contractor. This prime Contractor must perform not less than eighty percent (80%) of the work to be proposed (as measured by price). All other participants in such proposal shall be designated as subcontractors. Prime Contractor is expected to demonstrate a depth of experience in working with any proposed subcontractor through a listing and description of prior joint projects.

2.17 Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should the RSA issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

2.18 Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a contract has been awarded. Proposers should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect materials included within the proposal from disclosure, if required by law.

The Proposer should mark or otherwise designate any material that it feels is proprietary or otherwise confidential and provide the RSA any legal authority as to why that material should not be subject to public disclosure under Alabama open records law. If Proposer feels that a response to a question contains proprietary/confidential information, click the "Disclosure" tab located underneath the question and check the box for "Exemption from Disclosure." Provide a reason for the exemption in the text field provided. If Proposer does not provide a reason for exemption, the question will not be considered answered. Information contained in the Financial Proposal may not be marked confidential. The RSA assumes no liability for the disclosure of information not identified by the Proposer as confidential. If the Proposer identifies its entire proposal as confidential, the RSA may deem the proposal as non-compliant and may reject it.

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Upon receipt of a request for an unredacted copy, the RSA agrees to provide prompt written notice of the request and provide reasonable time prior to such disclosure for Proposer to appropriately protect against or limit the disclosure to the minimum amount of Confidential Information required to satisfy such obligation.

The Vendor agrees to intervene in and defend any lawsuit brought against the RSA for its refusal to provide Vendor's alleged confidential and/or proprietary information to a requesting party. The RSA shall provide the Vendor written notice of any such lawsuit within 10 days of receipt of service by the RSA. The Vendor shall intervene within 30 days of notice or will be deemed to have waived any and all claim that information contained in the proposal is confidential and/or proprietary and any and all claims against the RSA for disclosure of Vendor's alleged confidential and/or proprietary information.

2.19 The RSA's Rights Reserved

While the RSA has every intention of awarding a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the RSA to award and execute a contract. Upon a determination such actions would be in its best interest, the RSA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the RSA and will be posted on Proposal Tech and www.RSA-AL.gov);
- Release a new RFP for the same or revised services; and/or
- Not award any contract.

3 Transmittal Letter

3.1 The Proposer is required to submit a transmittal letter, which shall be in the form of a standard business letter on the Proposer's letterhead and shall be signed by an individual authorized to legally bind the Proposer. It shall include:

1. A statement indicating that the Proposer meets the minimum vendor requirements in Section 4.
2. A statement that the Proposer does not discriminate in its employment practices regarding race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
3. A statement that the proposal will meet the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specifically identified.
4. A statement that the Proposer understands and agrees that this proposal constitutes an offer, which when accepted in writing by the RSA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the RSA.

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5. A statement that the person signing the proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions as to the prices quoted and that he/she has not participated, and will not participate, in any action contrary to the above.
6. All subcontractors should be identified, and a statement included indicating the exact amount of work to be done by the prime Contractor (not less than 80%) and each subcontractor, as measured by price. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. Prior experience working with prime Contractor and a listing with description of prior joint projects;
 - c. The subcontractor's willingness to perform the work indicated; and
 - d. The subcontractor does not discriminate in their employment practices regarding race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
7. The name and phone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. Central Time during business days for questions.

If the proposal deviates from the detailed requirements of this RFP, the transmittal letter should identify and explain these deviations. The RSA reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

4 Minimum Vendor Requirements

The following proposal requirements are mandatory. Failure to meet any of these requirements shall result in disqualification of the proposal submitted by Proposer organization. Please respond by restating each requirement listed below and providing documentation that proves specifically how Proposer organization meets that requirement.

4.1 Similar Clients

4.1.1 Please list up to five current clients where the Proposer currently provides an administration platform as a service, similar to what is requested in this RFP, to a benefit program with at least 35,000 *eligible* employees. Provide client references with the following information for each client Proposer lists to document Proposer organization meets this requirement.

Client references that cannot be contacted for verification will not be considered.

	Reference #1	Reference #2	Reference #3	Reference #4	Reference #5
Name	10 words.	10 words.	10 words.	10 words.	10 words.
Address	20 words.	20 words.	20 words.	20 words.	20 words.
Contact	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No
Telephone Number	10 words.	10 words.	10 words.	10 words.	10 words.

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Email Address	10 words.	10 words.	10 words.	10 words.	10 words.
Number of covered lives	Integer.	Integer.	Integer.	Integer.	Integer.
Summary scope of services provided	200 words.	200 words.	200 words.	200 words.	200 words.
First contract effective date	To the day.	To the day.	To the day.	To the day.	To the day.
Total number of years the agreement has been in place with Proposer organization	Decimal.	Decimal.	Decimal.	Decimal.	Decimal.

4.2 Proven History

4.2.1 Please list up to five current clients where the Proposer possesses at least five years of experience, as of January 1, 2022, as an organization providing a software solution similar to what is requested in this RFP. Provide client references with the following information for each client Proposer lists to document Proposer organization meets this requirement:

Client references that cannot be contacted for verification will not be considered.

	Reference #1	Reference #2	Reference #3	Reference #4	Reference #5
Name	10 words.	10 words.	10 words.	10 words.	10 words.
Address	20 words.	20 words.	20 words.	20 words.	20 words.
Contact	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No
Telephone Number	10 words.	10 words.	10 words.	10 words.	10 words.
Email Address	10 words.	10 words.	10 words.	10 words.	10 words.
Number of covered lives	Integer.	Integer.	Integer.	Integer.	Integer.
Summary scope of services provided	200 words.	200 words.	200 words.	200 words.	200 words.
First contract effective date	To the day.	To the day.	To the day.	To the day.	To the day.
Total number of years the agreement has been in place with Proposer organization	Decimal.	Decimal.	Decimal.	Decimal.	Decimal.

4.3 Public Sector Clients

4.3.1 Please list up to five current clients where the Proposer currently provides a benefits solution similar to what is requested in this RFP, to state or local government clients with at least 35,000 *eligible* employees. Provide client references with the following information for each client Proposer list to document Proposer organization meets this requirement:

Client references that cannot be contacted for verification will not be considered.

	Reference #1	Reference #2	Reference #3	Reference #4	Reference #5
Name	10 words.	10 words.	10 words.	10 words.	10 words.

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Address	20 words.	20 words.	20 words.	20 words.	20 words.
Contact	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No	Single, Pull-down list. 1: Yes, 2: No
Telephone Number	10 words.	10 words.	10 words.	10 words.	10 words.
Email Address	10 words.	10 words.	10 words.	10 words.	10 words.
Number of covered lives	Integer.	Integer.	Integer.	Integer.	Integer.
Summary scope of services provided	200 words.	200 words.	200 words.	200 words.	200 words.
First contract effective date	To the day.	To the day.	To the day.	To the day.	To the day.
Total number of years the agreement has been in place with Proposer organization	Decimal.	Decimal.	Decimal.	Decimal.	Decimal.

5 General Questionnaire

5.1 Corporate Background & Experience

5.1.1 Provide a description of Proposer organization, its corporate and organizational structure and ownership.
500 words.

5.1.2 What portion of Proposer's revenues are generated from administration solutions?
Percent.

5.1.3 What portion of Proposer's budget is dedicated to ongoing research and development of the Proposer's solution being proposed to the RSA?
Percent.

5.1.4 Describe Proposer's expertise in the benefits administration field, specifically benefits administration platforms, and other endeavors that are relevant to the RSA's requirements.
500 words.

5.1.5 How many other implementations do you currently have ongoing?

Planned for the next 2 years?	200 words.
Already in process for the next 2 years?	200 words.

5.1.6 Where would the RSA rank within your current clients in terms of annual revenue (top 25%, top/mid 25%, mid/bottom 25%, bottom 25%)?

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Single, Pull-down list.

- 1: Top 25%,
- 2: Top/mid 25%,
- 3: Mid/bottom 25%,
- 4: Bottom 25%

5.1.7 Provide a list of the three largest organizations for which the Proposer's solution is currently used for administration. Indicate, for each of these organizations, the number of employees covered, the types of services being provided and the date upon which each contract began. Provide the name, address, email, and telephone number of a person in each organization who can be contacted as an informed reference.

Single, Radio group.

- 1: Attached,
- 2: Not provided

5.1.8 Provide audited financial statements for the organization for each of the last two fiscal years.

Single, Radio group.

- 1: Attached,
- 2: Not provided

5.1.9 Attach proof of insurance coverage, including amounts and limits in accordance with Section 11.30.

Single, Radio group.

- 1: Attached,
- 2: Not provided

5.1.10 Has any of the Proposer's principals or officers ever been convicted of a felony? If so, provide details including dates and outcomes.

Single, Radio group.

- 1: Yes, explain: [500 words],
- 2: No

5.1.11 During the past five years, has Proposer's organization, related entities, principals or officers ever been a party in any criminal litigation, whether directly related to the services requested through this RFP or not? If so, provide details including dates and outcomes.

Single, Radio group.

- 1: Yes, explain: [500 words],
- 2: No

5.2 Organization and Staffing

5.2.1 Attach a current organizational chart of the company by function.

Single, Radio group.

- 1: Attached,
- 2: Not provided

5.2.2 Provide a proposed organizational chart to reflect the functional placement of the RSA's account.

Single, Radio group.

- 1: Attached,
- 2: Not provided

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5.2.3 Will there be a dedicated or designated account team for the RSA's account? If so, please attach bios for these team employees.

Single, Radio group.

- 1: Yes, attached,
- 2: No

5.2.4 Provide resumes of key management, supervisory and professional personnel proposed for this contract. For key personnel, please identify each of the following:

- Number and size of other accounts that they are responsible for;
- Percent of time dedicated to the during implementation; and

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

5.2.5 Where will the servicing facility for this account be located?

50 words.

5.2.6 Confirm the response time for inquiries made by the RSA will be less than one (1) business day. If not, please explain.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, explain: [200 words]

5.2.7 What is the staffing turnover during the last two 12--month periods?

	Response
2020	<i>Percent.</i>
2021	<i>Percent.</i>

5.3 Functionality

5.3.1 What software modules does Proposer provide/support? Please provide a list and brief description of the available software modules, indicating which modules are being proposed for the RSA.

500 words.

5.3.2 Provide a diagram showing the general solution design or structure including core modules and optional modules and indicate all modules being proposed to meet the requirements specified in this RFP.

Single, Radio group.

- 1: Attached,
- 2: Not provided

5.3.3 Describe how Proposer's solution provides a feature rich, easy to use, configurable, forward-looking solution for the RSA at a reasonable cost.

500 words.

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5.4 Business Rule Management

5.4.1 Describe Proposer's process for business rule collection and confirmation including rules for enrollments, contributions, distributions, other processes, procedures, reports, exceptions, etc.

500 words.

5.4.2 Describe the solution's ability to track, manage, and apply multiple classes and versions of business rules.

500 words.

5.4.3 Describe Proposer's process for business rule configuration. Include details regarding whether code changes are required, any special skills or expertise needed to configure business rules, etc.

500 words.

5.4.4 Describe Proposer's process for managing and deploying business rules, processes, and workflows across multiple environments to ensure consistency and synchronization across all environments.

500 words.

5.4.5 Describe the solution's ability to conduct business rule related analyses (e.g., analyze impact across the solution of a business rule change; how many and which processes, calculations or eligibility determinations are tied to a given business rule, etc.).

500 words.

5.4.6 How will the Proposer document their compliance with the RSA's plan documents, rules and regulations?

500 words.

5.5 Audit

5.5.1 Describe your solution's ability to provide audit and internal control functions. Include details regarding available built-in internal controls, such as segregation of duties and transactions that need interim review or approval steps.

500 words.

5.5.2 Describe your solution's ability to capture and maintain detailed audit trail/change history. Include details regarding how the integrity of the audit trail data is protected and any limitations on trackable data, sources, time frames, etc.

500 words.

5.5.3 Describe your solution's monitoring and auditing capabilities, in terms of business data changes. Include the type of information, field or property that would be included in the audit trail.

500 words.

6 Technical Questionnaire

6.1 Refer to the attached for integrations with existing RSA systems. This should be reviewed before responding to the items within this section.

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Attached Document(s): [Integration with Existing RSA Systems.docx](#)

6.2 Discuss your knowledge, experience, and any insights you may have with the above systems, services, functions as well as with the requirements detailed within this RFP.

500 words.

6.3 Discuss how you would integrate with the systems or services discussed above.

500 words.

6.4 Summarize your envisioned solution, integration and interface requirements, rolls, and duties.

500 words.

6.5 Discuss how you would address the “To be built” items detailed above.

500 words.

6.6 Would you leverage a pre-developed module or custom solution to integrate with our system and, services? How would you go about doing this?

500 words.

6.7 Discuss the tools, systems, and services you would use to ensure the quality of the work delivered.

500 words.

6.8 Discuss how your recommended solutions would work together with the services and systems detailed above.

500 words.

6.9 Discuss how conflicts would be identified and resolved in a timely and technically sound manner.

500 words.

6.10 Discuss your process for ensuring that all the defined requirements will be met.

500 words.

6.11 Discuss the established standards you would employ to ensure that the modules or the customized components employed would work together seamlessly with our systems or services.

500 words.

6.12 Discuss how you ensure that overall functionality remains intact when modules or custom components are integrated with our current systems or services.

500 words.

6.13 Discuss the strategies methodologies that would be leveraged to manage and mitigate risk during this project.

500 words.

6.14 Discuss your plan for capacity planning, performance tuning of your COTS or custom components integration solution.

500 words.

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6.15 Discuss you plan for the installing, configuring, and testing of your COTS or custom components integration solution.

500 words.

6.16 Discuss your plan for developing pages within our web portals.

500 words.

6.17 Discuss your system data integration, upgrades, and conversion plan.

500 words.

6.18 Discuss your view on whether your planned integration strategy will require the purchasing or installing any new software/services to support this project.

500 words.

6.19 Summarize your experience with the InRule business rule engine. If you have not had experience with the InRule product; but, have used a different business rule engine please describe.

500 words.

7 System Questionnaire

7.1 IT System Support and Help Desk

7.1.1 Describe your solution's monitoring and auditing capabilities, in terms of exception events. Include the type of information, field or property that would be included in the audit trail.

500 words.

7.1.2 Describe how and when software audits are conducted and by whom.

500 words.

7.1.3 For this project RSA will use TFS (Team Foundation Server) for tracking bugs, enhancements, work items, etc. Describe your experience with these features of TFS.

500 words.

7.1.4 Describe how your solution optimizes the use of current up-to-date technology. Include details regarding any use of real-time processing, provisional and in-process save features, easily configurable/changeable data field parameters, dashboards, utility and other mass update capabilities, wizard-style guidance for entry screens, performance monitoring protocols, etc.

500 words.

7.1.5 Outline the quantity of staff available to support the solution. Describe how they are qualified for this particular solution. Please also address how resources are divided or shared across clients.

500 words.

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7.1.6 Describe the roles and responsibilities that the vendor and the client share in the overall infrastructure and operational security of the solution.

500 words.

7.1.7 Describe the role and responsibilities that the vendor and client do not share in the overall infrastructure and operational security of the solution.

500 words.

7.2 Solution Architecture

7.2.1 Discuss the product architecture, infrastructure and deployment models that will be part of your solution.

500 words.

7.2.2 How does your solution architecture integrate with the RSA on-premise systems?

500 words.

7.2.3 Describe any processing activities in the solution that do not occur in real time, and how these activities are processed, e.g., batch processing, etc.

500 words.

7.2.4 Describe how your solution can be configured to enable business capabilities without the need for custom development.

500 words.

7.2.5 Describe how you allow customization, configuration, or integration in ways that do not limit the ability to upgrade your solution.

500 words.

7.2.6 Describe how your solution is designed to support the present and future data velocities in batch, online or API calls.

500 words.

7.2.7 Explain how your solution manages interfaces with other systems, such as other system public facing web pages, internal administrative interfaces, or any other public or secure-access components in your solution.

500 words.

7.3 System Interfaces & Integration

7.3.1 Describe the Proposer's ability to interface with the RSA and other third-party systems. Include details regarding any requirements and/or limitations on data that can be shared between systems, the process, timing of interfaces (real-time vs. batch) and any system functionality and actions that can be triggered, accessed, or initiated as a result of imported data.

500 words.

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7.3.2 Describe the Proposer's security standards related to interfaces.

500 words.

7.3.3 Describe any requirements and/or limitations regarding data formats and changes to interface file parameters.

500 words.

7.3.4 Describe the Proposer's process to ensure and resolve data integrity issues between other interfaced systems.

500 words.

7.4 Information Risk Management

7.4.1 Provide a summary of the policies or guidelines your organization has in place related to security/privacy (e.g., annual training, confidentiality agreement).

500 words.

7.5 System Security

7.5.1 Describe if there have been data related security incidents including the scope of the incident and data loss, measures taken to remediate and prevention in the short term and long term.

500 words.

7.5.2 Describe Proposer's implementation strategy for segregating sensitive and non-sensitive data including:

- If distinct infrastructure is used for each
- How Proposer ensures different levels of protection mechanisms and security controls based on the Data Classification scheme.
- How Proposer integrates updated or new security controls specified by the RSA.
- Describe the process of ensuring software is free from known security errors and omissions prior to moving code to production status.

500 words.

7.6 System Performance

7.6.1 Describe your solution's ability to scale, based on demand, and maintain consistent performance. How will this be measured and reported.

500 words.

7.6.2 Describe how your application performance is monitored and reported.

500 words.

7.6.3 What processes are available to address performance issues?

500 words.

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7.7 Software Development Life Cycle (SDLC)

7.7.1 Fully describe and explain your system life cycle methodology and terminology for all portions of the project. Include details regarding the roles(s) the RSA's staff will have in your methodology.

500 words.

7.7.2 Explain how the RSA staff members are to be educated in the proposed life cycle methodology and terminology set for the duration of the project. Include details regarding the training and resources that will be provided.

500 words.

7.7.3 Describe the solution's ability to accommodate user defined fields (UDFs). Include details regarding any limitations or controls on UDFs.

500 words.

7.7.4 Describe the process and controls in place for migration/deployment of customizations and configurations from test, development, or other non-production environments to a production environment.

500 words.

7.7.5 Describe the data intake process for both online or batch and how the solution ensures that consistent data validation and data quality rules are applied across the solution.

500 words.

7.7.6 Summarize your experience with automated unit testing. Please describe the tools you use.

500 words.

7.7.7 Summarize your experience with automated functional testing. Please describe the tools you use and how you stage data for testing.

500 words.

7.8 Data

7.8.1 Explain your data management plan, including sharing data between systems, data sources, data exchanges, data definitions, and data quality.

500 words.

7.8.2 Describe the data conversion/migration plan to convert/load data to the proposed solution. Describe the process to map and reconcile the entire process.

500 words.

7.8.3 How does Proposer ensure data consistency and integrity throughout all client modules in the developed solution?

500 words.

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7.8.4 Describe how Proposer meets all federal and state statues and directives with which they must comply.
500 words.

7.9 System Infrastructure

7.9.1 Describe the on premise, and support options for the solution being proposed.
500 words.

7.9.2 Describe how the solution is designed for High Availability and High Reliability.
500 words.

7.9.3 Describe the solution's monitoring capabilities for the overall solution health.
500 words.

7.9.4 Describe how your solution can scale by either increasing or decreasing capacity and resources.
500 words.

8 Requirements

8.1 Complete the attached Requirements worksheet and upload with your RFP response.

Single, Radio group.

1: Attached,

2: Not provided

Attached Document(s): [Alabama RSA DCAS Section 8 - Requirements Final.xlsx](#)

9 Implementation Questionnaire

9.1 Implementation

9.1.1 Describe your standard implementation process and how you demonstrate success at project milestones. Include any points at which access to working functionality is provided, and what kind of access is provided (hands-on, read-only, visual demos, etc.).

500 words.

9.1.2 Describe how you normally develop a full set of rules, requirements, procedures, and practices that need to be accommodated in the new system.

500 words.

9.1.3 Does your process define all such rules, requirements, policies, procedures, practices, and calculations - both written and unwritten (i.e., policy of long standing) - that currently exist and those to be added in the new environment?

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Single, Radio group.

1: Yes,
2: No

9.1.4 Does your process develop pertinent specifications that can be used to configure or develop the system?

Single, Radio group.

1: Yes, explain: [200 words],
2: No

9.1.5 Describe how you refine and iterate requirements throughout system delivery. Include how you manage requirement uncertainty or change on large projects.

500 words.

9.1.6 Describe your preferred mechanisms and formats for defining customer requirements for implementation of your system.

500 words.

9.1.7 Describe how you respond to upgrades and new versions of the platforms your system operates within (desktop operating system upgrades, database version upgrades, web browser upgrades, server operating system upgrades, etc.)

500 words.

9.1.8 Provide any guidelines or documentation that exist for customization of the system by your customers.

500 words.

9.1.9 If applicable provide all API documentation that exists for the system.

500 words.

9.1.10 What is the proposed project management structure?

500 words.

9.1.11 For each identified resource in the proposed project management structure, indicate:

- Percent of time dedicated to the RSA during implementation; and
- Percent of time dedicated to the RSA on an ongoing basis.

500 words.

9.1.12 Confirm the Proposer will designate an implementation team of the Proposer's experienced staff in the areas of eligibility, enrollment, benefits plan administration, system security, and Proposer's system technology.

Single, Radio group.

1: Confirmed,
2: Not confirmed, explain: [200 words]

9.2 Support and Maintenance

9.2.1 Provide documentation on the anticipated frequency and requirements of patches (releases, break-fix, 0-day), minor, and major releases.

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500 words.

9.2.2 Describe the support/maintenance model describing the role for both vendor and client and the training needs for the system post implementation.

500 words.

9.2.3 List and describe the service level agreement(s) associated with the system.

500 words.

9.3 Documentation/Training/Knowledge Transfer

9.3.1 Will the Proposer provide User documentation, including electronic help (work manuals)?

500 words.

9.3.2 Will system administration documentation be provided to the RSA system administrators?

500 words.

9.3.3 Describe your methodology for drafting, reviewing, and educating the RSA's staff on the use of user and administrator system documentation.

500 words.

9.3.4 Describe training options available to the RSA's staff, employers, and other admin users of Proposer's solution, both during and after implementation.

500 words.

9.3.5 Describe your methodology for training the RSA's staff. Include details regarding your approach to providing the following types of training:

- General User Training
- Work Process User Training
- User Acceptance Tester Training
- Technical Staff Training

500 words.

9.3.6 Describe your approach to assisting the RSA during cutover from current legacy applications to your new system.

500 words.

9.3.7 Will Proposer be available for onsite support and/or any key transition support periods (i.e., x days pre- and post-go-live)?

500 words.

9.4 Quality Assurance

9.4.1 Describe your quality assurance procedures, including detailed procedures on how you will cover the following test types during implementation, any release phases, and during any ongoing maintenance and

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support. Include details regarding how the tests will be defined, carried out, communicated to the RSA, and documented for use by the RSA and others, if applicable; whether tests are manual or automated, all points at which the RSA technical or business staff are included, what level of effort will be needed from the RSA, and any update mechanisms for test suites provided with system or feature upgrades.

	Response
Unit	500 words.
Integration	500 words.
System Functionality	500 words.
Security	500 words.
Performance and Load	500 words.
Regression	500 words.
Accessibility	500 words.

9.4.2 Describe your UAT procedures, including how you will document and address the following scenarios both during implementation and at final cutover points. Include your mechanisms for test data preparation and how test data may be loaded and reused during implementation and in any environments after release to production (e.g. test, stage, production).

- Business Process Testing - Scenarios covering all the business processes the RSA conducts using data sets designed to exercise all possible variations, permutations and logic branches in base and customized function.
- Employer and Partner Functionality, Testing and Support - Testing a well-defined sequence of events that effectively represent all, or a logical and related subset of, activities one would expect to occur over the lifetime of a relationship between the RSA and employers, third-party administrators, or any other partners related to benefits.
- Member Life Cycle Testing - Testing a well-defined sequence of member or employee events that effectively represent all, or a logical and related subset of, activities one would expect to occur over the life of a member.
- Interface Testing - Testing of any inbound and outbound data integration points including APIs, file extracts/imports, web services, or other integration methods.

2000 words.

9.4.3 Describe how you will involve the RSA business (e.g. business analysts) and technical staff during implementation and after release in quality assurance activities. Include any training involved and any automated or manual test materials provided for the RSA staff.

500 words.

9.4.4 Provide an example of a prior test plan and test materials for representative functionality to be delivered to the RSA - regardless of its origin, i.e., baseline product, modification to a baseline product, or custom function.

500 words.

9.4.5 Describe how you integrate quality assurance into all aspects of your SDLC. Include any automated as well as manual testing, and who is responsible. Include any integrated testing in your code development processes (e.g., unit testing or other build-time testing, etc.).

500 words.

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9.4.6 Describe how Proposer monitors quality assurance during the implementation process.

500 words.

9.4.7 Describe in detail Proposer's testing methodology and processes. How and when does Proposer involve clients in testing?

500 words.

9.5 Implementation Project Management

9.5.1 Describe your project management methodology.

500 words.

9.5.2 Will an established path for escalation of project issues be created and utilized?

500 words.

9.5.3 Are Issue and Risk management part of Proposer's implementation process?

500 words.

9.5.4 What is your methodology/approach to change control?

500 words.

9.5.5 Provide an initial high-level project work plan and associated timeline.

500 words.

9.5.6 Provide Proposer's resource plan by task and phase. Indicate the percentage of time each resource (or group of resources) is expected to be onsite with the RSA or remote. Include an estimate of the RSA's staff support required with estimated hours and necessary area of expertise.

500 words.

9.5.7 Confirm Proposer will deliver a completed work plan for the first phase of the project upon project initiation.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [200 words]

9.5.8 Confirm that in tracking all project requirements and deliverables, a Requirements Traceability Matrix (RTM) will be initially prepared by the RSA, then completed and regularly maintained by the Proposer.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [200 words]

9.5.9 Confirm Proposer will submit weekly status reports and facilitate weekly project status meetings.

Single, Radio group.

1: Confirmed,

2: Not confirmed, explain: [200 words]

9.5.10 Describe your typical system 'go live' including any blackout periods.

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500 words.

10 Pricing Proposal

10.1 Instructions

The pricing template is provided as a MS Excel template. Each Proposer is required to use the supplied pricing template to price its solution. Each item needs to be complete. Incomplete responses may be withdrawn from further consideration.

The Proposer is to price the solution as an all-inclusive fixed cost, as it may become the basis for the Contract price, including travel expenses and administrative costs. Any Proposer who significantly under-bids its solution may undergo additional examination and be asked to provide additional information to support its priced proposal. The RSA at its sole discretion may disqualify a Proposer which significantly under-bids its solution during this procurement. Provide the level of detail defined in the pricing template. For the purposes of this RFP, pricing should include all of the functionality requested.

The RSA also requires each Proposer to provide a rate schedule for each type of installation resource being proposed to be used, to price any out-of-scope work that arises out of the implementation of the Proposer's proposed solution. These rates will remain in effect for the duration of the contract term. Include the rate schedule in the pricing template.

If alternate pricing is submitted, include more than one template and distinguish this document from the original. This should also come under separate cover. The Proposer and its staff assigned to provide Services for the RSA shall include travel and accommodation expenses in the proposal price.

The RSA will hold the Successful Proposer to the proposed total Contract price. Phase and task cost reconciliation will not be permitted. The Proposer is to submit its payment schedule. However, the RSA reserves the right to request modifications to the payment schedule provided and negotiate a new payment schedule as part of Contract negotiations.

Note: After the completion of the initial eighteen month and two (2) successive one (1) year terms, the annual fees for Software subscription licensing, as applicable, and annual renewals of Software maintenance and support and hosting will be renegotiated by the parties; but, shall not exceed the lesser of three percent (3%) annually or the CPI-U index (annually adjusted).

Single, Radio group.

1: Completed and attached,
2: Not provided

Attached Document(s): [Alabama RSA DCAS Section 10 - Pricing Proposal.xlsx](#)

10.2 Assumptions

Please list all assumptions used in the development of your costs, including the cost basis for technical support fees.

For pricing, Proposer should use:

- 2 Plans

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- 3 Funds
- 39,000 active participants
- 6,000 retirees & beneficiaries (ongoing payments)
- 1,400 employers (1 file format - daily payroll submissions)
- Daily valuation environment
- 20 Fund staff

500 words.

10.3 Payment Schedule

Provide a sample payment schedule based on your proposal costs.

Single, Radio group.

1: Attached,

2: Not provided

11 Contract Terms and Conditions

11.1 The successful Vendor who is awarded the contract is expected to agree to the following contract terms and conditions.

11.01 General

This RFP and the Vendor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

1. Executed contract;
2. RFP, attachments, and any amendments thereto; and
3. Vendor's response to the RFP.

11.02 Compliance with State and Federal Regulations

The Vendor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. The RSA retains full operational and administrative authority and responsibility over the RSA, as the same may be amended from time to time.

11.03 Term of Contract

The initial contract term shall be for eighteen months effective July 1, 2022, through December 31, 2024. The RSA shall have two, one-year options to extend the contract. The Vendor's response will provide the basis for pricing for each year of the contract, including any extensions. The parties will agree to a not-to-exceed amount in the contract.

The Vendor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the Vendor shall not begin performing work under this contract until notified

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to do so by the RSA. The Vendor is entitled to no compensation for work performed prior to the effective date of the contract. In addition, the Vendor shall not begin work on any particular project, and is not entitled to compensation for any work performed, prior to the parties entering into a Statement of Work (SOW) outlining the tasks necessary for each individual project.

11.04 Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the RSA and all state and federal laws and regulations applicable to the RSA, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affect the operation of the RSA or the costs of administering the RSA, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

11.05 Indemnification by Vendor

Vendor will indemnify and hold the RSA, its agents, officers, employees, affiliates and subsidiaries harmless for all expenses, damages, claims, intellectual property infringement, data breaches and losses by or against RSA related to the provision of services and the purchased products. Vendor's obligations specified in this paragraph will be conditioned on the RSA notifying Vendor promptly of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and giving Vendors full and exclusive authority for, and information for and reasonable assistance with, the defense and settlement (subject to the RSA's reasonable approval) of such claim and any subsequent appeal.

11.06 Confidentiality

The Vendor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under state and federal laws. The Vendor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

The Vendor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan.

All material and information received by any proposer, including the successful proposer shall be kept confidential by the proposer(s) unless disclosure is specifically authorized in writing by the RSA. Confidential information may not be used by any proposer or successful proposer except in the fulfillment of a contract resulting from the RFP and must be kept confidential and handled in conformity with all applicable federal and state laws.

Successful Proposer must sign a Non-Disclosure Agreement (NDA) with the RSA. See Attached NDA in Section XII.

11.07 Contract a Public Record

Upon the signing of the contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. The Vendor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of the Vendor's refusal to comply with this provision shall constitute a material breach of contract.

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11.08 Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of the RSA, constitute default by the Vendor effective the date of such filing. The Vendor shall inform the RSA in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. The RSA may, at its option, declare default and notify the Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Vendor.

11.09 Termination for Default

The RSA may, by written notice, terminate performance under the contract, in whole or in part, for failure of the Vendor to perform any of the contract provisions. In the event the Vendor defaults in the performance of any of the Vendor's material duties and obligations, written notice shall be given to the Vendors specifying default. The Vendor shall have 10 calendar days, or such additional time as agreed to in writing by the RSA, after the mailing of such notice to cure any default. In the event the Vendor does not cure a default within 10 calendar days, or such additional time allowed by the RSA, the RSA may, at its option, notify the Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Vendor.

11.10 Termination for Unavailability of Funds

Performance by the RSA of any of its obligations under the contract is subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the RSA, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, the RSA shall promptly notify the Vendor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to the RSA or the State of Alabama.

11.11 Termination for Convenience

The RSA may terminate performance of work under the Contract in whole or in part whenever, for any reason, the RSA, in its sole discretion determines that such termination is in the best interest of the State. In the event that the RSA elects to terminate the contract pursuant to this provision, it shall so notify the Vendor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, the Vendor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Vendor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

11.12 Force Majeure

The parties shall be excused from performance hereunder for any period in which the parties are prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, or court order; such nonperformance shall not be a ground for termination for default.

The party affected by the foregoing event(s) shall use reasonable commercial efforts to prevent, avoid, and/or remove such cause of nonperformance and shall continue performance immediately upon the cause(s) being removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Vendor represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by Vendor under the Agreement.

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11.13 Nondiscriminatory Compliance

Vendor represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA) and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

11.14 Proration of Funds

In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

11.15 Employment of State Staff

The Vendor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of the RSA during the previous 24 months without the written consent of the RSA. Certain RSA employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

11.16 Immigration Compliance

Vendor represents and warrants that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1, et seq., (1975)) and must execute and submit a Certificate of Compliance, attached hereto as Attachment E. Pursuant to Ala. Code §31-13-9(k), by signing any resulting contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.17 Novation

In the event of a change in the corporate or company ownership of the Vendor, the RSA shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and the RSA execution of the novation agreement, a valid contract shall continue to exist between the RSA and the original Vendor. When, to the RSA's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, the RSA may approve the new owner and a novation agreement shall be executed.

11.18 Employment Basis

It is expressly understood and agreed that the RSA enters into this agreement with the Vendor and any sub-Vendors as authorized under the provisions of this contract as an independent Vendor on a purchase of service basis and not on an employer-employee basis and not subject to the Alabama State Merit System law.

11.19 Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For

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any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

11.20 Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of law provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

11.21 Records Retention and Storage

The Vendor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the RSA Program for a period of three years from the date of the final payment made by the RSA to the Vendor under the contract. However, if audit, litigation, or other legal action by or on behalf of the RSA has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the records shall be retained until resolution.

11.22 Inspection of Records

The Vendor agrees that representatives of the RSA and their authorized third-party representatives shall have the right during business hours to inspect and copy the Vendor's books and records pertaining to contract performance and costs thereof. The Vendor shall cooperate fully with any such requests and shall furnish free of charge copies of all requested records. The Vendor may require that a receipt be given for any original record removed from the Vendor's premises.

11.23 Payment

For all services that have been accepted by the RSA, Vendor will submit two copies of an invoice to the RSA, Attn: Accounting-7th Floor. If by hand delivery or courier, deliver to: 201 South Union Street, Montgomery, AL 36104. If by U.S. Mail, deliver to: P.O. Box 302150, Montgomery, AL 36130-2150. Invoices that are received by the RSA which are otherwise received in non-conformance with all of the requirements of this RFP or the contract will be returned unpaid or will be held by the RSA until proper documentation is submitted. The statement should include all of the following: A description of the services rendered, by date and amount, time summary indicating the appropriate hourly rate involved, detailed listing of expenses, and a remittance copy of the invoice. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. All travel and out of pocket expenses must be pre-approved and related to work performed under the contract. Under no circumstances will the Vendor be compensated for off-duty hours while travelling. No payments to third parties will be made directly to any entity other than the approved firm.

11.24 Notices to Parties

Any notice to the RSA under the contract shall be sufficient upon delivery via a reputable overnight courier to the RSA, Attn: General Counsel, P.O. Box 302150, Montgomery, AL 36130-2150. Any notice to the Vendor shall

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be sufficient when mailed to the Vendor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

11.25 Disclosure Statement

The successful Vendor(s) shall be required to complete a financial disclosure statement with the executed contract.

11.26 Not to Constitute a Debt of the State

Under no circumstances shall any commitments by the RSA constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.

11.27 Open Trade

In accordance with Act 2016-312, Vendor represents and warrants that it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

11.28 Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

11.29 Workers Compensation

Vendor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

11.30 Insurance

11.30.1 Liability Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Contract, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall include the RSA, its contractors, officers, board members, employees, and agents as additional insureds in Contractor's liability insurance policy obtained hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section, the RSA may terminate this Contract. The minimum acceptable limits shall be as indicated below:

11.30.1.1 Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$4 million per occurrence/\$5 million general aggregate;

11.30.1.2 Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

11.30.1.3 Contractor may purchase an umbrella policy to meet the minimum insurance requirement limits for the primary policies;

11.30.1.4 Professional Liability Errors and Omissions, with coverage of not less than \$10 million per claim/\$10 million annual aggregate; and

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11.30.1.5 Crime Coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty; and

11.30.1.6 Cyber-security insurance, with coverage of not less than \$6 million per occurrence/\$12 million general aggregate, that includes but is not limited to coverage for first-party costs and third-party claims from: (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber- incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyber- extortion, (viii) cyber-terrorism, (ix) communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), (x) EFT, computer, and electronic transmissions fraud and theft, and (xi) other cyber-liability and cyber-crime expenses.

11.30.2 Worker's Compensation/Employers Liability Coverage. Prior to performing Services under this Contract, Contractor shall provide or purchase worker's compensation coverage for its employees and shall maintain such coverage during the course of this Contract. The RSA will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Contract.

11.30.3 Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

11.30.4 Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such liability insurance policies provided for the RSA pursuant to this Section shall expressly provide therein that the RSA be named as additional insured, and that it shall not be revoked by the insurer until 30 days' Notice of intended revocation thereof shall have first been given to the RSA by such insurer.

11.30.5 Expiration or Cancellation. If the scheduled expiration date of the liability insurance is earlier than the expiration date of the time of performance under this Contract, Contractor, upon renewal of the policy shall promptly provide to the RSA an updated liability certificate of insurance. Contractor's insurance policies shall not be canceled, limited in scope, or non-renewed in scope of coverage without the RSA's written consent. Contractor shall provide prompt Notice to the RSA if any of the insurance policies will be cancelled, limited in scope, or not be renewed upon expiration to the extent affecting Contractor's compliance with the requirements hereunder. Written notification shall be sent to the RSA CEO, and Contractor shall have replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section.

11.30.6 Insurance Documents. Contractor shall furnish to the RSA copies of certificates of all required insurance on the Effective Date, and copies of renewal certificates of all required insurance within 30 days after the renewal date. Such insurance must be kept in effect and the certificate(s) therefor on deposit with the RSA during the entire term of the Contract. Upon request by the RSA, Contractor shall furnish a copy of the policy or policies. Contractor shall submit the certificates of coverage to the RSA Project Manager at an address designated in writing by the RSA. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section and shall be executed by a duly authorized representative of each insurer. The Certificate of Insurance for

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each required policy shall reference the RSA Contract Number for the Contract. Failure to provide these documents and keep in force the insurance in this Section shall be regarded as a material default under this Contract and grounds for immediate termination or suspension of this Contract by the RSA, and the RSA shall also be entitled to exercise any or all of the remedies provided in the Contract for a default by Contractor.

11.30.7 Increased Coverage. The RSA is to be notified by Contractor immediately if any aggregate insurance limit as required in this Contract is exceeded. In such event, additional coverage must be purchased to meet requirements.

11.30.8 Cross-Liability. All insurance provided by Contractor under this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the RSA and shall include a severability of interests (cross-liability) provision.

11.30.9 General. Contractor shall maintain insurance acceptable to the RSA in full force and effect throughout the term of the Contract. By requiring insurance, the RSA does not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to limit Contractor's liability hereunder, to fulfill the indemnification provisions and requirements of this contract, or to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the indemnities and reimbursements granted to the RSA in this Contract.

11.30.10 Subrogation. Contractor agrees to waive all rights of subrogation against the RSA, its contractors, officers, board members, employees, and agents, for losses arising from services performed by Contractor under this Contract.

11.30.11 Extended Coverage. For Professional Liability Errors and Omissions coverage, Contractor shall continue such coverage for at least five years beyond the expiration or termination of this Contract. The Retroactive Date must be shown and must be before the Effective Date or the beginning of work on the Contract, whichever is earlier. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of five years after expiration or termination of the Contract, whichever is earlier.

11.31 Representations and Warranties. The Successful Proposer shall provide the warranties for services/software provided as stated below. A breach by the Successful Proposer of these warranties may result in termination for cause and the Successful Proposer shall return to the RSA all amounts paid under the Contract within five business days of notification of breach by the RSA.

11.31.1 Contractor represents and warrants that throughout the term of the Contract ("Warranty Period"), the Services provided under the Contract shall conform to the terms and conditions, covenants, statement, and representations contained in the Contract. Any nonconformance of the Services to the terms and conditions of the Contract shall constitute a defect if Contractor receives notice of a defect during the Warranty Period, then Contractor shall correct the defect, at no additional charge.

11.31.2 If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the Services at no additional charge. If Contractor is unable or unwilling to re-provide the Services as warranted, then the RSA shall be entitled to recover the fees paid to Contractor for the defective Services.

11.31.3 Contractor warrants that the Services and System delivered under the Contract are merchantable and fit for the purpose for which contracted. The RSA will not accept any disclaimer of the

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warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

11.31.4 The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period one-year (twelve months) from the date of installation and Final Acceptance by the RSA. Any parts or portions found not in accordance with this RFP will be rejected by the RSA and returned to the Contractor at the Contractor's expense for immediate replacement.

11.31.5 Where the Contractor generally offers additional or more advantageous warranties as stated above, Contractor shall offer or pass through any such warranties to the RSA.

11.31.6 Deliverables. The Contractor warrants that the Contractor's deliverables and the Deferred Compensation Administration System (DCAS) will, in order of precedence, conform in all material respects to (i) the System Requirements, specifications and all applicable RSA-approved Acceptance Criteria developed in accordance with RSA-approved Final Acceptance Criteria and Test Plans for such deliverables in Contractor's most recently approved deliverable specification or task order, and (ii) the applicable requirements for such deliverables in the Contract.

The Contractor warrants that (i) any deliverables(s) that it creates or provides to the RSA shall be substantially free from Defects, as defined herein, and (ii) the Services relating to the integration, development, and implementation of the DCAS by means of the Contractor's configuration, modification, and/or enhancement of such the DCAS shall not introduce defects to, or negatively impact the operations of, any pre-existing or newly-developed software.

The Contractor warrants that it shall be responsible for performance of their software and any third-party software provided by the Contractor to the RSA. Software used by the Contractor to develop the product and any third-party software supplied to the RSA by the Contractor must be currently supported by the manufacturer and free of any known defect.

"Defects" shall mean: (i) a failure of a configuration, modification, and/or customization of the software to operate in accordance with the Acceptance Criteria or System functional or technical requirements, or (ii) a failure of the Software to operate in accordance with the Software program documentation.

11.31.7 Software. The Contractor will warrant that the proposed Software (including third party offerings) will conform to and satisfy in all material respects the specifications, requirements and performance standards as set forth in the Contract and as stated in the formal commercial documentation of the Software.

The Contractor warrants that the functionality as described and provided as part of this Contract today will not become diminished in new releases. If a capability or module is discontinued, the replacement offering that contains like functionality should be provided by the Contractor at no additional cost to the RSA.

11.31.8 Implementation Services. The Contractor should warrant the implementation services (e.g. work, products, developed modifications, and system configuration) for a period of one-year (twelve months) after the System Final Acceptance date. The implementation services warranty will also reference the Proposer's response to the functional requirements matrix as the basis for the warranty. Although the RSA is requesting a phased rollout with at least one earlier "go-live" production date, the warranty period will begin after the final acceptance date.

11.31.9 System Performance Warranty. Commencing from the user acceptance of the System through Final Acceptance and for a one year (twelve-month) Warranty Period for the DCAS beginning at the RSA's sign off and written Final Acceptance of the System after which such warranties shall be continued through continuation of maintenance and support for the DCAS and Hosting Services, the Contractor

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represents and warrants that the Services and all deliverables furnished by or through the Contractor will: (i) individually and together operate in accordance with the acceptance or completion criteria for such deliverables and the System as set forth in the Statement of Work, all other exhibits and/or Change Orders incorporated into the Contract; (ii) be free from all material defects and operate substantially uninterrupted and error-free, and be guaranteed against faulty material and workmanship; (iii) perform in accordance with the functional, performance and reliability requirements of the RSA as set forth in the Contract and the manufacturers' specifications for equipment and software, as the same may be amended and updated; (iv) with respect to any modifications, customizations or changes made to the DCAS by the Contractor as part of the Services, perform in accordance with the technical, functional or other requirements set forth in, or as otherwise delivered in accordance with the Contract.

The Contractor acknowledges that, under the provisions of this Warranty, in the event that the implementation of one software component causes errors in another software component(s) implemented by the Contractor and Subcontractors, the Contractor shall be obligated to remedy the error(s) in those software components at no cost to the RSA.

Defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be promptly repaired or replaced by Contractor at no cost or expense to the RSA.

Accepted deliverables and the System as a whole shall (i) continue to meet the functional, performance and reliability requirements of the RSA, as set forth in the contract and the manufacturers' specifications for the Services and software, as the same may be amended and updated and (ii) operate in conformance with the acceptance criteria established for each deliverable, the System as a whole, and by the Final Acceptance criteria.

The Contractor shall promptly provide all necessary services and support (at no cost to the RSA) to ensure all deliverables and the DCAS operate in accordance with the warranties set forth in the System Performance Warranty set forth herein.

Where the Contractor or other third-party manufacturer/developer markets any project deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, the Contractor's obligations for System Warranty described herein. Where such standard commercial warranty covers all or some of the System Warranty, Contractor shall be responsible for the coordination with other third-party Product manufacturer(s)/ developer(s) for warranty repair or replacement of other third-party manufacturer's/developer's Product.

Where the Contractor or other third-party Product manufacturer/developer markets any Project Deliverable with a standard commercial warranty that goes beyond the System Support, the Contractor shall notify the RSA and pass through the manufacturer's standard commercial warranty to the State at no additional charge.

11.31.10 System Integration Warranty. The Contractor represents and warrants that all solution components: (i) shall function properly and in accordance with the Contract Documents, separately and as a fully integrated system; and (ii) when operated together will not cause any material delays, defects, or problems with the Utility Management software. The Contractor further warrants the Utility Management software functionality that is identified in the Statement of Work will be delivered to the RSA by the Contractor without modifications to the Utility Management software or the source code, bolt-on programs, or extensive work-arounds, unless previously authorized, in writing by the RSA. In addition, the Successful Proposer warrants that the modifications to the Utility Management software performed by the Contractor hereunder will not detract from or otherwise interfere with the full functionality of the DCAS as described in the Statement of Work and Contract Documents, except as may be otherwise contemplated in such specifications through modifications approved by the RSA.

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11.31.11 Professional Services Warranty. The Contractor warrants that all services provided by the Contractor and its subcontractors under the Contract will be performed in a timely manner using a professional and workmanlike manner, in accordance with highest applicable industry standards. For purposes of the Contract, "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances. The Contractor shall meet or exceed the manufacturers' installation standards.

11.31.12 Training and Certification Warranty. The Contractor warrants that all staff assigned to the RSA's account will be kept current in training and certification of the Contractor's and/or subcontractor's software. Any fees or charges incurred by the Contractor to obtain and maintain such training and certification shall be the responsibility of the Contractor and may not be billed to the RSA.

11.31.13 Latent Defects Warranty. The Contractor warrants that upon notification by the RSA of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in the Contract.

11.31.14 Virus Warranty. The Contractor warrants that, services relating to the integration, development, and implementation of the Software by means of the Contractor's configuration, modification, and/or enhancement of such Software shall be performed in a manner so as not to result in introducing a virus or other malware to the software.

The Contractor acknowledges that their software and equipment will be subject to virus scans by the RSA before the Contractor's equipment can be used or connecting to the RSA network.

11.31.15 Date/Time Warranty. The Contractor warrants that Product(s) furnished pursuant to the resulting Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Services must perform as a package or system, this warranty shall apply to the Services as a system.

Where the Contractor is providing ongoing Services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the resulting contract through: a) ninety (90) days or b) the Contractor's or Services manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under the resulting Contract for breach of warranty.

11.31.16 Third-Party Intellectual Property Rights Warranty. The Contractor represents and warrants that the Services and deliverables as delivered to the RSA do not infringe and copyright, patent, trade secret, or other proprietary right held by any third party.

11.31.17 Intellectual Property Rights Warranty. The Successful Proposer represents and warrants its ownership and/or its ability to grant licensing of the software, services, and deliverables to the RSA

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under this Contract. That the software, services, and deliverables as delivered to the RSA do not infringe and copyright, patent, trade secret, or other proprietary right by any third-party.

11.31.18 Third-Party Agreements Warranty. The Contractor represents and warrants that the Contractor's Agreement to perform the Services pursuant to this Agreement does not violate any Agreement or obligation between the Contractor and a third party.

11.31.19 Survival of Warranties. All warranties contained in the Contract shall survive the termination of the contract, unless expressly stated otherwise.

11.31.20 Implied Warranties. The Contract Activities are merchantable and fit for the specific purposes identified in the Contract.

12 Reference Documents and Attachments

12.1 All documentation is housed on the Manage Documents page. A link has been provided in the left-hand side menu.