

**KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM
REQUEST FOR PROPOSALS**

**457 PLAN AND INVESTMENT CONSULTING SERVICES FOR
THE KANSAS PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN**

PROPOSALS for furnishing the services described herein will be received until **July 30, 2021, @ 3:00 P.M. C.D.T.** **LATE PROPOSALS WILL NOT BE ACCEPTED. ELECTRONIC TRANSMISSION OF PROPOSALS IN PDF FORMAT IS REQUIRED.**

Subject to the limitations set out in this Request for Proposals, all inquiries for information should be submitted by e-mail to Arlen Zentner, Deferred Compensation Plan Officer, Kansas Public Employees Retirement System, azentner@kpers.org.

Proposals should be **emailed** directly to Arlen Zentner at the issuing agency shown above. Note: This RFP is posted on the Kansas Public Employees Retirement System web site, www.kpers.org/procurement.html, to allow Offerors the ability to view documents and programs referenced in this RFP.

PLEASE RETURN THE PROPOSAL IN PDF FORMAT TO ARLEN ZENTNER AT azentner@kpers.org, ALONG WITH AN ELECTRONIC COPY OF ALL OTHER REQUIRED MATERIALS.

In compliance with this Request for Proposals and with all Conditions imposed therein, the undersigned Offeror agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

I certify that I have read and understand this Request for Proposals and am authorized to sign this proposal for the Offeror.

NAME AND ADDRESS OF FIRM:	DATE: _____
_____	BY: _____
_____	(signature in ink)
_____	NAME: _____
	(print or type)
	TITLE: _____
FEI/FIN: _____	TELEPHONE: _____
E-MAIL: _____	FAX: _____

I. PURPOSE

The Kansas Public Employees Retirement System (“KPERS”) is issuing this Request for Proposals to obtain competitive responses from vendors to provide 457 Plan and investment consulting services for the Kansas Public Employees Deferred Compensation Plan (“the Plan”), per the attached specifications.

Term of Contract: The term of this contract is from January 1, 2022, through December 31, 2026, with the option to renew for two additional one-year extensions.

II. BACKGROUND

Established by K.S.A. 75-5521 *et seq.* in 1976, the Kansas Public Employees Deferred Compensation Plan (“the Plan”) became effective July 1, 1980, for state employees. In addition to providing the 457 Plan for State employees, these statutes permit any political subdivision that is eligible to be a KPERS participating employer to adopt the Plan as its own plan and execute a joinder agreement with KPERS. Those that do so can then make use of the Plan’s investment options and service provider contract for their employees. Effective January 1, 2008, administration of the Plan was transferred to KPERS, and the authorizing statutes were recodified at K.S.A. 74-49b01 *et seq.*

The 2016 Kansas Legislature amended the authorizing statutes to provide authority for KPERS to:

- Implement a 401(a) defined contribution plan option for local employers that adopt KPERS 457 Plan;
- Clarify the state tax status of Roth contributions to the 457 Plan; and
- Authorize sharing of KPERS pension data with the Plan’s service provider to facilitate enhanced retirement income planning for KPERS 457 plan participants who are also members of KPERS.

Empower Retirement (“Empower”), a member of the Great-West companies is presently the Plan’s service provider. Empower performs the recordkeeping for the Plan and is responsible for the maintenance of account records for each participant. The Plan’s funds are held in trust by Wells Fargo Bank, N.A. (“Wells Fargo”). GWFS Equities, Inc., a broker/dealer affiliate of Great-West, is the broker dealer and is responsible for the settlement of all trades. Great-West Life & Annuity Insurance Company manages and provides the wrap for the Plan’s stable value separate account (\$334 million as of January 31, 2021) through a Group Stable Asset Fund Deferred Annuity Contract. All other investment options are provided under an open architecture. The service agreement with Empower took effect January 1, 2015, and will expire December 31, 2021, subject to renewal of the contract for up to three one-year extensions.

As of December 31, 2020, the State's KPERS 457 Plan balance was \$907 million with 14,608 participants, of which 6,812 were making deferrals. In addition, there are 388 local political subdivisions that have adopted the Plan as their own and, therefore, may make use of the State's third-party record keeper and investment management services contract. These local unit plans held \$443.8 million as of December 31, 2020, with 6,430 actively deferring participants out of a total of 10,658 local unit participants.

Additional information about the Plan can be found in Attachment D, including the most recent Plan Document and Investment Policy, as well as the available investment options and their performance as of December 31, 2020.

This RFP seeks the following services:

- general 457 plan and investment consulting services;
- quarterly investment performance reviews and, as needed, fund searches; and
- service provider RFP development, proposal analysis, contract negotiations, and transition services prior to expiration of the current contract or any extension.

In addition to overseeing the Plan, KPERS is responsible for the administration of three defined benefit plans covering Kansas public employees – the Kansas Public Employees Retirement System (KPERS), covering most state, school and local public employees; the Kansas Police and Firemen's System (KP&F), covering state and local police and fire employees, and the Retirement System for Judges (Judges). In that role, KPERS has consistently emphasized that personal savings, along with KPERS pension benefits and Social Security benefits, are needed for a sound retirement income.

The KP&F and Judges plans are traditional, defined benefit pension plans, as are KPERS tiers 1 and 2 for members with membership dates before January 1, 2015. However, members with membership dates on or after January 1, 2015, and those non-vested, inactive members who begin active service on or after that date, are members of KPERS 3, which is a cash balance plan. While KPERS 3 is a type of a defined benefit plan, it has characteristics of a defined contribution plan, including greater risk sharing between employer and members.

For this reason, in establishing the KPERS 3 cash balance plan, the Kansas Legislature underscored personal savings as a priority by directing KPERS to clearly state in KPERS 3 account statements that additional personal savings in programs like a 457 plan or a 403(b) plan will likely be needed to ensure adequate retirement savings and to help address cost-of-living increases.

Given the critical role that personal savings plays for KPERS members, KPERS' goal is that KPERS members who have access to the KPERS 457 plan will retire with adequate, sustainable income, when considering KPERS, KPERS 457, and Social Security benefits. The Plan's branding as KPERS 457 is intended to reinforce for employees and employers

alike the essential and complementary nature of personal savings. It also reflects key differentiators of the Plan:

- **Trust.** KPERS provides oversight, holding the Plan to the fiduciary standard. We are member-focused and not in business for a profit. We exist for the benefit of our participants and to protect their long-term financial interest.
- **Relationship.** Virtually all participants also are members of the KPERS, KP&F or Judges plans. As part of KPERS, KPERS 457 administration is knowledgeable and in tune with helping participants optimize the way these two benefits work together.
- **Value.** Plan costs are less for participants than options for investing on their own. They can keep more of their money working for them.

In these ways, KPERS partners with employees and employers through the Plan, which provides tools for public employees to complement their KPERS pension and Social Security benefits for a more sound retirement income.

III. TIMELINE

The following timeline is an estimate and may be adjusted at the Retirement System’s discretion any time during this procurement process.

July 1, 2021	Advertisement of RFP/website posting
July 23, 2021	Deadline for submission of written questions
July 30, 2021	Deadline for submission of proposals
August 1 - September 10, 2021	Proposal evaluation; finalist interviews and evaluation
September 16-17, 2021	Potential Deferred Compensation Committee presentation
January 1, 2022	Contract begin date

IV. COMMUNICATION WITH KPERS

KPERS is the sole point of contact during the RFP process. Any questions regarding clarification of this Request for Proposals must be submitted in writing to Arlen Zentner, KPER 457 Plan Officer, at Kansas Public Employees Retirement System, 611 S. Kansas Ave., Suite 100, Topeka, KS 66603, or by email to azentner@kpers.org by 3 p.m. C.D.T., July 23, 2021. Answers to written questions will be posted on the Retirement System’s website at www.kpers.org/procurement.html. Vendors are responsible for checking the website periodically for updates to the RFP and responses to written questions. Telephone questions will not be accepted. No verbal communication will override written communications, and only written communications are binding.

KPERS’ policy prohibits direct contact between prospective providers and KPERS Board members, contractors or staff regarding this RFP during the selection process. From the date

of release of this RFP until a firm is selected and a contract is executed and approved, all contacts and communications regarding this RFP are restricted, except communications with the KPERS staff specifically identified in this section and designated participants in attendance **ONLY DURING** negotiations, presentations, and contract award and execution. Violation of these conditions may result in rejection of a bidder's proposal.

V. STATEMENT OF NEEDS

The Contractor shall provide 457 deferred compensation plan and investment consulting services for the Deferred Compensation Plan. Some services must be performed periodically (usually quarterly), and others must be performed on an as-needed basis. The Contractor will be required to perform all periodic services according to a schedule established in the contract or as mutually agreed upon by KPERS, and all unscheduled services are to be performed on an ad hoc basis as required by KPERS.

Please indicate your willingness and ability to meet the requirements specified below and designate any differences from the specified requirements. KPERS may consider deviations from the following requirements, but any proposed deviation must be submitted in writing as part of the proposal and clearly identified in the appropriate section of the proposal. All references in the statement of needs to "including" one or more specific services shall not be considered to limit the scope of services to those listed items only.

A. GENERAL CONSULTATION DURING THE CONTRACT TERM

The Contractor shall generally advise the Plan and Board of Trustees as needed, including the following:

1. The Plan design and operations, strategic goals, communication and detailed investment education programs, industry best practices for both internal and plan service provider procedures; and federal and Kansas law and regulatory changes. The Contractor shall periodically work with KPERS to review the Plan Document in light of changes in governing law, industry best practices, and other developments affecting plan design and make recommendations for modifications to the Plan document.
2. Industry and plan sponsor trends (government sector), new investment products and developing industry best practices for both internal and external service provider functions.
3. Plan design, services, and fee benchmarking.
4. Investment strategies for structuring a retirement investment program suitable to the long-term needs and risk tolerances of each Plan participant.
5. Stable value fund separate account structure, investment strategy, wrap provisions, performance, crediting rate, and fees.
6. Training for KPERS Board and staff on fiduciary duties, industry or regulatory developments, or other pertinent topics, on request of KPERS.
7. Other matters as requested by the Plan.

The Contractor shall attend a minimum of four scheduled meetings annually of the KPERS Board of Trustees' Deferred Compensation Committee, as well as other meetings as required by the Board or its designees.

B. CONTRACT ADMINISTRATIVE SERVICES

The Contractor will advise the Plan regarding ongoing administration of third-party record keeper and investment manager services, including:

1. Recordkeeping services.
2. Enrollment and communications services.
3. Participant educational services.
4. Participant customer services.

The consultant will periodically review fee arrangements of service providers to the Plan and assist the Board in identifying indirect compensation elements of service providers.

On request of KPERS, the Contractor shall act as an intermediary with the record keeper, investment managers, vendors and KPERS staff, including participating in problem resolution and strategic planning.

Beginning in 2021, KPERS may undertake negotiations with Empower for up to 3 (three), one-year extensions of the contract. The consultant will assist KPERS in those negotiations. The consultant must be capable of reviewing and providing advice regarding amendments or extensions to existing contracts.

C. INVESTMENT POLICY AND FUND SEARCHES

1. Assist the Board in the formulation and on-going review of policies and procedures pertaining to the Plan's investment options and its administration.
2. Evaluate and make recommendations to the Board regarding the Plan's investment options and potential modifications to the Plan's investment structure or investment options.
3. Subject to adoption by the KPERS Board, the Contractor shall develop and periodically review and update the Plan's Investment Policy for selection of appropriate investment fund managers, mutual funds or other suitable investments within the framework determined by the Plan, including the asset classes that may be offered through the Plan, criteria for selection of individual investment options and monitoring their performance; and the procedures and standards for review and replacement of investment options.
4. The Contractor shall manage a "watch list" of investment options per the investment policy, including monitoring which investment options should be added to the list per the Investment Policy, monitoring their status, as needed, conducting comprehensive reviews of these investment options; and recommending removal of such investment options from the watch list or a search for an alternate investment.
5. The Contractor shall perform searches and recommend alternative investment options as needed per the Investment Policy or as requested by the Deferred Compensation Committee.

6. Update the Board on developments in the financial services industry and financial market, and provide analysis and recommendations with respect to such developments.

D. QUARTERLY INVESTMENT REVIEW SERVICES

The Contractor will provide quarterly, written investment performance review reports and review each report with the Deferred Compensation Committee of the KPERS Board of Trustees. The report will include the following:

1. Economic overview and general market conditions for the reporting period.
2. Comparison of each investment option's performance to appropriate market indices and universes of similarly managed vehicles, consistent with the benchmarks for that asset class established in the Investment Policy.
3. Verification of investment style consistency for each investment option, consistent with that asset class.
4. Measurement of the risk characteristics of each investment option.
5. Historical performance with a focus on consistency.
6. Morningstar or equivalent ratings.
7. Comments on manager tenure and on the utilization of funds among participants.
8. Review of expenses and returns of each fund option.
9. Analysis of the extent to which investment policies have been carried out and how they have affected actual fund performance.
10. Recommendations for alternatives to address any of the above.
11. Summary of findings and recommendations based on the strengths and/or weaknesses of individual funds.

E. RFP DEVELOPMENT AND PROCESS AND CONTRACT NEGOTIATIONS

The Contractor will be responsible for the following items:

1. Consult with KPERS regarding RFP goals and policy issues, including:
 - a. Current market services and trends.
 - b. Appropriateness of various service delivery and fee structures given the Plan's size and characteristics.
2. Develop one or more RFPs to obtain third-party recordkeeper, communication, education, enrollment, and investment services for the Plan. The RFP and contract also are to cover those local units of government that use the Plan's third-party recordkeeper and investment management services under approved joinder agreements.
3. Provide consultation regarding the RFP process, including time schedules, advertising and distribution of the RFP; and criteria and tools for evaluating bids.
4. Provide a comprehensive, detailed report analyzing and comparing all proposals, including

recommendations with supporting detail. The report must include an evaluation of each firm's ability to record keep the Plan's fund options on its record keeping platform and an in-depth analysis of any semi-bundled investment options (such as the stable value fund currently).

5. Provide primary support for negotiation and contract finalization process.

These services must be completed a minimum of six months before expiration of the existing service provider contract.

F. POST-SELECTION CONTRACTOR TRANSITION SERVICES

The Contractor will advise the Plan regarding transition services, which includes the following:

1. Develop a strategy to successfully migrate the current investment options, investment managers and record-keeping services to the selected service provider.
2. Review and make recommendations regarding education and participant training materials developed by the selected plan service provider for completeness and accuracy.
3. As required, assist the Plan in meeting with or making presentations to various Plan stakeholder groups related to the new contract and the transition process.
4. Assist the Plan in the execution of other related transition duties, as requested by KPERS.

G. ADDITIONAL SERVICES

1. Occasionally, the Contractor may be expected to provide additional consulting services, assist with other technical issues, or contribute to reports that are not addressed elsewhere in the *Statement of Needs*.
2. These additional services must be performed on an as-needed basis according to a schedule mutually agreed upon by KPERS and the Contractor.
3. To the extent such services exceed the scope of the contract, fees will be negotiated with the Contractor on an as-needed basis.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Each submission shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The Retirement System assumes no financial responsibility for any costs incurred in responding to this RFP. All responses and related materials submitted in response to this RFP become the property of KPERS and are subject to public inspection. KPERS reserves the right to modify or clarify any part of the RFP prior to the submission deadline. Each Offeror is responsible for monitoring KPERS' website for amendments to the RFP and responses to written questions.

A. REQUIRED DOCUMENTS

To be considered for selection, Offerors must submit a complete response to this RFP. The Proposal shall be in PDF format, along with an electronic copy of all associated materials, and must be submitted to Arlen Zentner at the Kansas Public Employees Retirement System at azentner@kpers.org. No other distribution of the proposal shall be made by the Offeror.

NOTE THAT PROPOSALS DELIVERED TO KPERS AFTER 3:00 P.M. C.D.T. ON JULY 23, 2021, SHALL NOT BE ACCEPTED.

B. PROPOSAL PREPARATION

1. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
2. Proposals should be organized in the order in which the requirements are presented in Section C below, Proposal Contents, and in Section V, Parts A through G. All pages of the proposal should be numbered.
3. Each paper copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
4. Ownership of all data, materials and documentation originated and prepared for KPERS pursuant to the RFP shall belong exclusively to KPERS and, after a contract has been awarded and executed, shall be subject to public inspection in accordance with the Kansas Open Records Act.

C. PROPOSAL CONTENTS

Proposals submitted in response to this RFP must include, at a minimum, the following information and documents in the order outlined below.

1. **Signed RFP Cover Sheet** (see page 1) and, if applicable, **Signed Addenda Acknowledgement Form** (acknowledging any amendments to the RFP).

The **original** signed cover sheet and signed addenda acknowledgement form (as applicable) must be submitted in a separate sealed envelope inside the package containing the original proposal and original copies of other required documents. Copies of the cover sheet and addenda acknowledgement form must be included in each copy of the proposal. Failure to acknowledge receipt of any addenda may render the proposal non-responsive.

2. Transmittal Letter

The transmittal letter must include the company name, address, and the name, title or position, and contact information of the person or persons authorized to bind the Offeror to all commitments made in the proposal. The transmittal letter must identify all materials and

enclosures being submitted in response to this RFP and must be signed by a person or persons authorized to bind the Offeror contractually.

The transmittal letter must include the following statement:

“We have read KPERS’ Request for Proposals (RFP) for 457 plan and investment consulting services, dated _____, 2021, and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the requested services. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the KPERS Board of Trustees and its staff.

Our proposal is genuine. We have no conflicts of interest in providing 457 plan and investment consulting services for KPERS. We have not directly nor indirectly induced or solicited any person to submit a false proposal or to refrain from proposing, nor have we in any manner sought by collusion to secure an advantage over any other proposer. We have not retained or been retained to solicit or secure a state contract or an agreement or understanding for a commission, percentage, brokerage, or contingent fee. We have thoroughly examined the RFP requirements, including any amendments to the RFP as posted on KPERS’ web site, and our proposed fees cover all services that we have indicated we can meet. We acknowledge and accept all terms and conditions included in the RFP.”

3. Minimum Qualifications Certificate (Attachment A)

The Offeror must satisfy the minimum qualifications outlined in the Minimum Qualifications Certificate, and Offerors must complete and return Attachment A. Affirmative statements within Attachment A are to be fully supported by evidence set out in the information and responses provided in conjunction with the Offeror’s response to the RFP Questionnaire.

4. Response to RFP Questionnaire (Attachment B)

Offerors must complete and return all sections of the RFP Questionnaire (Attachment B). The information requested must be provided in the prescribed format and order. It is important that each question be completed as instructed. Any alternative or supplemental responses may be attached separately, but may not be used in lieu of answering or completing any questions. Failure to complete this questionnaire in the format provided may result in rejection of the proposal. Proposals containing false or misleading information may be rejected.

5. Consultant Information and Qualifications

Offerors should provide detailed information regarding the professional and experience qualifications of the supervising and support staff who would perform work under the resulting contract.

6. Cost Proposal

The Offeror’s cost proposal must include the fixed, total cost for consulting duties during the initial contract period through December 31, 2026. There will be no additional reimbursement for travel, communication costs, computer charges, and other expenses

incidental to the contract. The Cost Proposal must include the information required in Part D of Attachment B.

VII. EVALUATION CRITERIA AND AWARD

A. PROPOSAL EVALUATION

The Retirement System will evaluate proposals based on the following criteria:

1. Qualifications and experience of the firm and key personnel assigned to KPERS, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
2. The Offeror's planned approach for performing services required by the Statement of Needs, Section V, of this RFP.
3. The overall ability of Offeror to successfully provide the services outlined in this RFP.
4. The Offeror's cost proposal.
5. Other relevant criteria, as determined by the Retirement System.

At any time during the evaluation process, Offerors may be requested to be interviewed or to provide explicit written clarification of any part of their proposal. At its sole discretion, the Retirement System reserves the right to reject any or all proposals and/or to waive any deviation or defect (deemed by KPERS to be immaterial) within proposals. KPERS' waiver of any immaterial deviation or defect shall in no way modify the proposal or the RFP documents or excuse the applicant from full compliance with the RFP requirements.

B. SELECTION CRITERIA

KPERS may request information from Offerors as needed. If information is requested, KPERS is not required to request the information of all Offerors. On the basis of the evaluation factors included in Section VII, Part A, one or more of the Offerors deemed to be fully qualified and best suited among those submitting proposals may be interviewed by the KPERS Procurement Negotiating Committee (PNC). The interview may include further explanation of the Offeror's understanding of and approach to the required consulting services, as well as discussion and negotiation of key terms. Contract fees and rates will be considered, but need not be the sole determining factor. Offerors selected to participate in negotiations may be given an opportunity to submit a revised proposal and/or their best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, these Offerors may submit revisions to their technical and cost proposals.

Meetings before the PNC are not subject to the Open Meetings Act, and Offerors are prohibited from electronically recording these meetings.

After interviews have been conducted with each Offeror so selected, the PNC will select one or more Offerors which, in its opinion, made the best proposals. The selected Offerors may be asked to make finalist presentations before the Board of Trustee's Deferred Compensation Committee in September 2021 as stated in Section III, Timeline. KPERS may cancel this Request for Proposals or reject proposals at any time prior to an award. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated, as well as other terms and conditions as appropriate.

VIII. GENERAL TERMS AND CONDITIONS

A. KPSSA

This solicitation is subject to the provisions of the Kansas Professional Services Sunshine Act, K.S.A. 75-37,131 *et seq.* Specifically, *see* K.S.A. 75-37,132(h).

B. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Kansas, and any litigation with respect thereto shall be brought in the District Court of Shawnee County, Kansas. *See* K.S.A. 74-4904(1). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. KANSAS CONTRACTUAL PROVISIONS

By submitting their proposals, Offerors certify their willingness to comply with the provisions of Kansas Department of Administration Form DA-146a, Contractual Provisions Attachment, which states among other things that "[t]his form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement." Form DA-146a is Attachment C to this RFP.

D. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify the following:

- Their proposals are made without collusion or fraud.
- They have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal.
- They have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. CLARIFICATION OF TERMS

If any prospective Offeror has questions about this RFP or the appendices hereto, the prospective Offeror should contact the KPERS' representative whose name appears on the face of this RFP in writing or by e-mail prior to the stated deadline of July 23, 2021. Any revisions to the solicitation will be made in writing only by addendum issued by KPERS **and posted on its website**. In such case, each proposal shall include the signed addenda acknowledgement form provided with the addendum.

F. PRECEDENCE OF TERMS

All of the above General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

G. QUALIFICATIONS OF OFFERORS

KPERS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform or furnish the services required by this RFP, and the Offeror shall furnish to KPERS all such information and data for this purpose as may be requested. KPERS reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. KPERS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror indicate that the Offeror is not properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

H. BUSINESS CONTINUITY

The Contractor must indicate any recent or anticipated changes in their corporate structure such as mergers, acquisitions, new venture capital, stock issue, etc. The Contractor agrees to present to KPERS a business continuation plan for this program in the event of natural or other disaster after the contract has been awarded.

Consultants and firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of KPERS, which retains the right to approve or reject replacements. Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

I. TESTING AND INSPECTION

KPERS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

J. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of KPERS.

IX. SPECIAL TERMS AND CONDITIONS

A. CONFIDENTIALITY

The Offeror is expected to comply with provisions of Kansas statutes regarding confidentiality of participant or other confidential data. The Offeror agrees to limit access to confidential data to only those consultants and staff providing services under the contract and agrees not to disclose confidential information to other parties without KPERS' prior written authorization and approval.

B. PROPOSAL ACCEPTANCE PERIOD

Any offer in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

C. IDENTIFICATION OF PROPOSAL

The signed proposal should be returned with a cover sheet completed and included at the beginning of the vendor's proposal as directed on page 1 and Section VI, Part A as follows:

From: _____

Name of Offeror

Street Address or P.O. Box

City, State, Zip Code

RFP Title: _____

Offeror's Contact Name: _____

Contact Phone Number: _____

Contact E-Mail Address: _____

If a proposal not marked as described above is emailed to KPERS, the Offeror assumes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. No other correspondence or other bids/proposals should be sent in the email.

X. ATTACHMENTS

Attachment A: Minimum Qualifications Certificate

Attachment B: RFP Questionnaire

Attachment C: Contractual Provisions Attachment (KS Dept. of Administration Form DA-146a)

Attachment D: Plan Document

Investment Policy

Investment Options and Performance