



# OHIO DEFERRED COMPENSATION

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM

## OHIO DEFERRED COMPENSATION

### REQUEST FOR PROPOSALS (RFP) FOR

#### Executive Search Firm

**Issue Date:** August 21, 2019

**Written Question Deadline:** August 28, 2019

**Question Response Deadline:** August 30, 2019

**Proposal Deadline:** September 20, 2019 at 4 p.m.  
Ohio Deferred Compensation  
Cindy Ward  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

**RFP Contact:** Cindy Ward  
Senior Executive Assistant  
Phone: 614-466-7245  
Fax: 614-728-2601  
Email: [RFP@Ohiodc.org](mailto:RFP@Ohiodc.org)

**Description:** Ohio Deferred Compensation (Ohio DC) is requesting proposals (RFP) from executive search consultants having the qualifications and experience to assist in recruiting and hiring an Executive Director. Mr. Keith Overly, Ohio DC's Executive Director since October 2003, will be retiring in March 2020.

A copy of this RFP can be obtained from the Ohio DC website at [OhioDC.org](http://OhioDC.org). Until the expiration date of this solicitation, it is incumbent upon the Vendor to check the website for additional information and/or addendums. RFPs can also be obtained from Ohio Deferred Compensation, 257 E. Town St., Suite 400, Columbus, OH 43215-4623. If you have any questions, please call 614-466-7245.

Written questions regarding the substance of the RFP or scope of services must be submitted via email to the contact listed above no later than August 28, 2019.

Sealed proposals are due prior to September 20, 2019 at 4 p.m. as indicated above and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. Late proposals will not be accepted—NO EXCEPTIONS.

### **Summary of Key Items Required for a Valid Proposal**

1. Transmittal Letter affirming authorized representative.
2. One original proposal, 6 hard copy proposals, and one electronic copy (Technical Proposal only) are due prior to September 20, 2019 at 4 p.m.as indicated above and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. The electronic copy of the proposal can be sent to Cindy Ward at [RFP@Ohiodc.org](mailto:RFP@Ohiodc.org).
3. Separate sealed hard copy of the cost proposal.

**Late proposals will not be accepted**

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## **I. CALENDAR OF EVENTS**

The following is the time schedule for Ohio Deferred Compensation to search for Vendors to provide the requested services. All dates are subject to modification.

August 21, 2019	Advertisement and release of RFP
August 26, 2019	Deadline for Submission of Letter of Intent (LOI); an LOI is not required. However, Ohio DC will only notify firms that provide a LOI about clarifications, responses to questions, and amendments to the RFP.
August 28, 2019	Deadline for receipt of written questions regarding this RFP
August 30, 2019	Responses to all written questions will be emailed to all vendors that submit a Letter of Intent
September 20, 2019	4:00 p.m. deadline for receipt of completed proposals
October 16, 2019	Committee meeting to select a vendor
November 1, 2019	Execute negotiated contract

Ohio Deferred Compensation reserves the right to amend the calendar as needed.

## **II. INTRODUCTION**

The Ohio Public Employees Deferred Compensation Board (Board) is seeking proposals from executive search consultants having the qualifications and experience to assist in recruiting and hiring an Executive Director. Mr. Keith Overly, Ohio DC's Executive Director since October 2003, will be retiring in March 2020.

The Board operates through its Executive Director and staff, and references to the Board in the RFP should generally be construed as such for day-to-day operations and reporting. The Board meets six times per year, in alternating months, in addition to an annual strategic planning meeting, and special meetings may be scheduled in advance as needed. Proposals should include expected onsite meetings with the Personnel and Salary Review Committee and/or Board.

The Background section that follows provides a brief description of Ohio DC operations and generally describes the level of services provided. This description is not exhaustive, and the respondent should evaluate the services needed based on their knowledge and experience in servicing defined contribution plans in the public sector marketplace. Visit Ohio DC's participant website at [Ohio457.org](http://Ohio457.org) for more information.

### III. BACKGROUND AND GENERAL INFORMATION

Ohio DC is an eligible deferred compensation plan and is administered in accordance with Section 457 of the Internal Revenue Code (IRC). Ohio DC provides a supplemental retirement savings plan for Ohio public employees covered by one of the state-authorized pension systems. Eligible employees are not covered by Social Security. Many public employers also provide competing 457(b) plans or 403(b) plans.

Ohio DC is a separate legal entity and is not considered a component unit of the State of Ohio. All Program assets are held in trust for the exclusive benefit of participants and their beneficiaries. Ohio DC's current *Comprehensive Annual Financial Report*, which includes statistical information regarding participation, is available on the employer website at OhioDC.org.

Ohio DC currently serves more than 200,000 participants and more than 1,900 different public employers throughout Ohio. Total assets exceed \$14 billion.

The Executive Director oversees a staff of 21 and is also responsible for oversight of the firm that provides customer services to participants. The Board has contracted with Nationwide for the period of July 1, 2014, through June 30, 2022, to be the exclusive provider of these services. Currently, Nationwide employs 46 employees dedicated to Ohio DC activities.

Ohio DC is a unique organization as Nationwide does not perform recordkeeping or select investment options. Participant information and activity are forwarded from Nationwide to the Ohio DC office, and daily recordkeeping and Program administrative functions are maintained by Ohio DC's staff

In-house recordkeeping services include:

- develop/maintain the cloud-based recordkeeping system and related technology
- develop/maintain system and operating controls
- develop/maintain a participant website with secure log-in capabilities
- develop/maintain an employer website
- Maintain and update participant records
- print and mail quarterly and annual participant statements
- process participant contributions
- process participant transactions
- process participant distributions
- maintain legal and technical compliance with the Plan Document and update the Plan Document as needed
- develop/maintain systems and procedures to protect participant data and assets from cybercrimes and fraud

As a self-directed plan, participants are required to make investment allocation decisions. Ohio DC offers a broad selection of investment options to participants, allowing them the opportunity to create diverse portfolios to meet their individual needs. The Executive Director, in coordination with an independent investment consultant, oversees the investment program and provides related recommendations to the Board including but not limited to the selection, monitoring and termination of investment managers, and adoption of investment policies.

#### **IV. SCOPE OF SERVICES**

The Board is seeking proposals from executive search consultants having the qualifications and experience to assist in recruiting and hiring an Executive Director.

The vendor shall perform the following:

- Develop a recruiting strategy.
- Develop a proposed timetable, which shall include a schedule of progress reports that will be submitted to the Committee.
- Research, source, screen, interview, and reference check a qualified candidate pool (approximately 4-6 individuals), to present to the Committee for consideration.
- Provide documentation of procedures and reference checking methodology.
- Arrange interviews and travel for candidates to be interviewed.
- Assist with contract negotiations

The Executive Director is appointed by and reports to a thirteen-member Board. Responsibilities include:

- Providing strategic direction, planning, and leadership for the organization.
- Organizing, developing, and supervising a management team and service provider to provide superior customer service and investment results.
- Maintaining oversight of investment and administrative operations, including all recordkeeping services.
- Serving as the primary interface with the Board.
- Establishing connections to stakeholders including participants, employers, government officials, investment community, and public defined contribution industry.

There are 21 staff positions and 46 dedicated Nationwide positions to service participants. Direct reports include the Assistant Director - Finance, the Assistant Director - Administration, the Communications Manager, and the Senior Executive Assistant. The Executive Director also oversees the key functions of the organization's support functions such as investments, finance, information technology, government relations, and communications as well as oversight of the investment consultant and the customer service provider.

The official position description for the Executive Director will be provided under separate cover.

## V. TECHNICAL PROPOSAL

For purposes of responding to this RFP, the Vendor should assume an exclusive contract will be awarded. Please note that an exclusive contract award does not prohibit Vendors from offering services on a sub-contracted basis, but such services must be disclosed fully in the Vendor's RFP response.

All proposals must restate each item in the Technical Proposal and record your company's response directly below the item. Responses should be provided in order and reference the corresponding item number. Please contact Cindy Ward at 614-466-7245 or RFP@Ohiodc.org, or visit OhioDC.org to obtain an electronic version of this document to assist in preparing your responses.

### COMPANY INFORMATION

1. State the name and address of your company. Provide the name, title, address, telephone, and fax numbers of the person from your company who should be contacted with questions regarding your response.
2. What type of insurance/bonding coverage is carried on your employees? If any sub-contractors are used, please provide the same information for them.
3. Does your company accept all the terms as outlined in the General Conditions and Contract Requirements sections?

If the answer is "NO," state any exceptions you have to the contract requirements and contract provisions. State the reason for the exception and the substitution offered.

4. Give a brief history of your company. Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement as an executive search consultant Vendor, and any organizational aspects that uniquely qualify the firm for this assignment. Provide this information for sub-contractors as well.
5. Is your company a subsidiary or affiliate of another company? Give full disclosure of all direct or indirect ownership and type of relationship with affiliate companies, including the business nature of each.
6. Describe any significant developments in your organization within the last three years, such as changes in ownership, personnel reorganization, and staff departures.
7. Describe any near-term changes in your organization's basic ownership structure or any other significant changes in your organization that you anticipate.
8. Within the last five years, has your organization, an officer, or principal been involved in any business litigation or other legal proceedings relating to your (services to be provided)? If so, provide an explanation and indicate the current status or disposition.
9. State whether your firm or an affiliate provides services that could be considered a conflict of interest.

10. Provide a list of five comparable clients that represent completed contracts within the last four years, including name, contact, telephone number, and the product(s) or services the client uses. The Program may contact any of these clients as references.
11. Describe the typical client load for employees of your firm. State how this would compare to the employees assigned to the account.
12. Provide the resumes of all principals, other professionals, and key support employees expected to be assigned to this account. Include their length and type of experience in pension consulting/advising services, length of employment with current firm, and any specialty expertise they possess. Explain how each individual will be involved in the project and the estimated number of hours they will devote to the project.
13. Describe the Vendor's record of successfully filling comparable vacancies and the average employment tenure of those placed. Describe comparable searches that were not successfully completed and comment on the reasons why they were not successful.
14. Vendor should provide details on how it would guarantee a replacement candidate in the event that Ohio DC or the associate hired as a result of the search terminates employment for any reason during a one (1) year period following the associate's start date.

#### SERVICE PROPOSAL

Fully describe how your company intends to assist in recruiting and hiring an Executive Director, as described in the Scope of Services.

Please describe areas or processes, not included in the Project Scope, that the vendor may recommend in order to provide more complete services and consulting support on this project. Also provide a narrative that supports why the Vendor believes that it is qualified to undertake the services requested.

The proposal should set forth a work plan including:

- A description of how the Vendor will consult with and make presentations to the Committee/Board during this project and assist in narrowing the field of candidates to those that best meet Ohio DC's needs.
- A description of the project management and quality control procedures to be utilized, including background/reference checking of candidates. These should identify and describe any potential problems, the Vendor's approach to resolving these problems, and any special assistance that may be requested from Ohio DC. It is requested that Vendor interview all Board members prior to commencing the search.
- A description of the approach the Vendor would use for each phase of the project. Include a project timetable and work plan for the project including estimated days/weeks by major tasks and staffing plan to include both vendor and Ohio DC resources. Ohio DC anticipates starting the project in November 2019 and concluding in April 2020.

All of the following items must be addressed in your response.

## **VI. GENERAL CONDITIONS**

Ohio DC makes no representations or warranties, expressed, or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all information that might be required to evaluate the RFP, any recipient hereof should conduct its own independent analysis of Ohio DC, and the data contained or referenced herein.

Ohio DC reserves the right, at its sole discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures; to change and alter any and all criteria; to terminate discussions; to accept or reject any response, in whole or in part; to negotiate modifications or revisions to a response; and to negotiate with any one or more respondents to the RFP. This RFP may be withdrawn, modified, or re-circulated at any time at the sole discretion of Ohio DC.

Ohio DC is not and will not be under any obligation to accept, review, or consider any responses to the RFP and is not and will not be under any obligation to accept the lowest offer submitted or any offer at all. Ohio DC is not and will not be under any obligation to any recipient of, or any respondent to, the RFP except as expressly stated in any binding agreement ultimately entered into with one or more parties, either as part of this RFP process, or otherwise.

This RFP is not an offer, but a request to receive a response. Ohio DC will consider a response as an offer to develop an agreement based on the contents of the response. Vendors agree that the contents of their responses are valid for one year from the date of submission.

### **Amendments to RFP**

Ohio DC reserves the right to provide any additional information or responses to questions received prior to the deadline for submission of proposals. In the event it becomes necessary to amend any part of this RFP, Ohio DC will provide copies of the amendment to Vendors that submitted a Letter of Intent.

### **Bid Requirements**

- All proposals become the property of Ohio DC and will not be returned to the Vendor. All submitted proposals are subject to Ohio Public Records Law, and the documents submitted pursuant to this RFP may be subject to a public records request. The Vendor must identify any confidential material or documents and clearly mark those items or documents at the time of submittal. If a request for records is made, Ohio DC will make reasonable efforts to contact the Vendor in sufficient time to allow the Vendor to take appropriate legal steps to protect confidential information from disclosure.
- Failure to adequately furnish information specifically required in this RFP could result in disqualification of a proposal.
- Vendors must agree to honor the cost proposals for a period of six months from the date of submission.

This RFP and Vendor responses submitted in the selected proposal will become part of the resulting contract and binding through the contract term, except as amended by mutual agreement.

## VII. CONTRACT REQUIREMENTS

This section states the contract's minimum requirements to provide services described in this RFP.

### **Miscellaneous Provisions:**

A Vendor taking exception to any provision below may be rejected as non-responsive. The following provisions shall be included in the contract between the parties:

1. **TERM.** The contract shall be effective on the date signed by Ohio DC. It is expected that all services will be completed within seven months.
2. **PERSONNEL AND SUBCONTRACTORS.** The Vendor shall notify Ohio DC in writing of its intent to replace any key personnel whose responsibilities include significant work or services under the contract. Ohio DC reserves the right to reject any proposed personnel changes that Ohio DC, in its sole discretion, finds unsatisfactory. The Vendor may not subcontract the furnishing of any significant work or services under the contract without the express written approval of Ohio DC. Any sub-contracted entity will not be party to this contract or contract amendment and will maintain their relationship directly with the Vendor.
3. **CONTRACTOR/WORKER ACKNOWLEDGEMENT.** It is fully understood and agreed that Vendor is an independent contractor and neither Vendor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Ohio DC Board or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits. Unless Vendor is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Vendor shall have any individual performing services under this Agreement complete and submit to the Ohio DC Board the Independent Contractor/Worker Acknowledgement form found at:

<https://www.opers.org/forms-archive/PEDACKN.pdf>

Vendor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Vendor executes this Agreement shall serve as Vendor's certification that Vendor is a "business entity" as that term is defined in R.C. 145.037.

4. **TERMINATION FOR BREACH, BANKRUPTCY OR INSOLVENCY.** If, at any time during the existence of the contract, the Vendor fails to observe or perform any term, condition, stipulation, agreement, provision, or obligation of the Vendor hereunder or becomes insolvent, or if an application or petition in bankruptcy is filed by or against the Vendor, the Vendor shall be in default of the contract. Any failure by the Vendor in this respect may constitute an active breach of the contract.
5. **LIABILITY.** The Vendor agrees to hold harmless and indemnify the State of Ohio, the Board, Ohio DC, the participants, the Board members and its employees harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks. The Vendor shall bear all costs associated with defending Ohio DC and the State of Ohio against any claims described herein. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
6. **TERMINATION.** Ohio DC may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing sixty (60) days written notice to the Vendor. In the event that the Services **includes** divisible services, Ohio DC may, at any time prior to completion of the Services, by giving written notice to the Vendor, suspend or terminate any one or more such portions of the Services. The Vendor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under the contract, suspend or terminate all subcontracts relating to the suspended or terminated Services, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Ohio DC, furnish a report, as of the date the Vendor receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting there from, and any other matters Ohio DC requires. The Vendor shall be paid for Services rendered up to the date the Vendor received notice of suspension or termination, less any payments previously made, provided the Vendor has supported such payments with detailed factual data containing Services performed and hours worked. In the event of suspension or termination, any payments made by Ohio DC for which the Vendor has not rendered services shall be refunded. In the event the contract is terminated prior to completion of the Services, the Vendor shall deliver to Ohio DC all work products and documents which have been prepared by the Vendor in the course of performing the Services. All such materials shall become, and remain the property of, Ohio DC, to be used in such manner and for such purpose as Ohio DC may choose. The Vendor agrees to waive any right to, and shall make no claim for, additional compensation against Ohio DC by reason of any suspension or termination.
7. **SUCCESSORS AND ASSIGNMENT.** Neither the contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Vendor, without the written consent of Ohio DC. Any assignment, pledge, sub-contract, or hypothecation of right or responsibility to any person, firm, or corporation shall be explained fully and detailed in the proposal.
8. **GOVERNING LAW.** The contract shall be governed by and be construed in accordance with the laws of the State of Ohio. Any provision of the contract arising hereunder is severable if that provision is in violation of the laws of the State of Ohio or the United

States or becomes inoperative due to changes in State or Federal law, or applicable State or Federal regulations. The Vendor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio. The Vendor must subscribe to the Ohio Ethics laws regarding business conducted with a State Board.

9. **NON-DISCRIMINATION CLAUSE.** The Vendor agrees that their employee(s), and subcontractor(s), and any person acting on behalf of Vendor or subcontractor(s), will not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services under this contract. The Vendor further agrees that Vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services under this contract on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
10. **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** The contract may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to the contract hereto. A waiver by any party of any breach or default by the other party under the contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
11. **CONFLICTS OF INTEREST.** No personnel of the Vendor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the services shall prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Ohio DC in writing. Thereafter, he or she shall not participate in any action affecting the services, unless the Ohio DC shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
12. **ETHICS COMPLIANCE.** The Vendor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.
13. **AUTHORIZATION, LICENSING, AND ACCREDITATION.** The Vendor shall be authorized to do business in the State of Ohio prior to the effective date of the contract. The Vendor shall comply with all applicable laws, including licensing requirements of the State and Federal government and with applicable accreditation and other standards of quality generally accepted in the field of the Vendor's activities. The Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current and in good standing. If at any time during the term of this contract, the Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, the Vendor will immediately notify the Ohio DC in writing and will immediately cease performance of the services.

## VIII. COST PROPOSAL

**A Cost Proposal must be prepared and submitted with the Vendor Service Proposal under a separate sealed cover. No electronic copy will be accepted.**

Provide the fee structure and rate for the contract (hourly rates or flat fee). Provide a total, not to exceed fee, including vendor travel expenses, for the project. Describe how compensation will be paid (monthly, quarterly, annually, in arrears or in advance).

Ohio DC prefers for Vendor travel expenses (if any) to be included in the fee, rather than reimbursed by Ohio DC. However, if your fee proposal requires travel expenses to be reimbursed by Ohio DC, Ohio DC will only agree to reimburse Vendor's actual, reasonable and necessary travel and related out of pocket expenses after receipt of a detailed invoice from Vendor, provided such expenses comply with the receipt and expenditure limits of Ohio DC's Travel and Expense Policy, a copy of which will be provided upon request.

Ohio DC will pay/reimburse candidates' actual, reasonable and necessary travel and related out of pocket expenses after receipt of a detailed invoice from Vendor, provided such expenses comply with the receipt and expenditure limits of the Ohio DC's Travel and Expense Policy.

Please note that Ohio DC is tax-exempt, proof of which will be provided upon request.

## **IX. EVALUATION CRITERIA AND SELECTION PROCESS**

Any proposal that does not adhere to the RFP format as specified may be considered nonresponsive and not subject to further evaluation.

Vendors will be evaluated on the strength of their qualifications and completeness of their submittal.

The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- Completeness and thoroughness of the proposal;
- Vendor's qualifications;
- Qualifications and expertise of the assigned vendor staff;
- Proposed deliverables; and
- Cost.

**X. INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**A. Letter of Intent**

Each interested Vendor should submit a Letter of Intent to propose. This letter must be received by the Board at the address below, no later than August 26, 2019. Failure to submit the Letter of Intent may result in the Vendor not receiving responses to questions or amendments to the RFP. The letter shall indicate the Vendor's intent to propose, and a contact person's name, address, and telephone number. The Letter of Intent should also include a statement that the letter is being submitted by a person authorized to bind the proposer.

**B. Questions Concerning the RFP:**

Questions regarding this RFP must be submitted in writing by mail, email, or fax not later than August 28, 2019 and addressed to:

Cindy Ward  
Senior Executive Assistant  
Ohio Public Employees Deferred Compensation Program  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

EMAIL: RFP@Ohiodc.org

FAX: 614-728-2601

Questions and answers will be put in writing and distributed to all companies that have returned a Letter of Intent by August 30, 2019. No verbal responses are to be relied upon.

**C. Questions by the Board:**

The Board may present a Vendor with written questions about its proposal. The response to the Board's question(s) shall also be submitted in writing and shall be incorporated as part of the proposal.

**D. Transmittal Letter**

The Vendor's proposal must be accompanied by a Transmittal Letter, signed by an individual authorized to bind the company and including the following statement: "The information presented in this proposal by **(Company Representative)** is correct to the best of our knowledge and belief as of the date submitted. The individual executing this document on behalf of **(Company Name)** is authorized to execute documents of this nature under the scope of his/her employment responsibilities."

**E. Submission Format**

A Vendor's proposal must be recorded on standard 8.5x11" size white paper. The proposal must be accompanied by a Transmittal Letter on the company's official letterhead and be signed by an authorized officer of the company.

Restate each statement or question in the Technical Proposal and record your company's response directly below the statement or question. An alternative proposal can be submitted with the Technical Proposal but should be clearly marked as such. The Cost Proposal must be prepared and submitted under a separate sealed cover in hard copy format only.

Costs of developing the proposals will be borne by the Vendors. Proposals and all related materials will become the property of Ohio DC and will be subject to the Ohio Public Records Law.

Ohio DC reserves the right to reject any proposal prior to or subsequent to its review of the separate sealed cost proposal. In the event that Ohio DC rejects a proposal prior to review of the cost proposal, the sealed cost proposal will be returned to the Vendor.

**F. Deadline for Submission of Proposal:**

The original and six copies of the complete proposal package, and an electronic copy (Technical Proposal only) must be received in the Board's office by September 20, 2019 at 4 p.m. to be considered. Proposals received after this date and time will be returned unopened.

Please send the original and 6 copies to:  
Cindy Ward  
RFP Coordinator  
Ohio Public Employees Deferred Compensation Program  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

Please send the electronic copy to [RFP@Ohiodc.org](mailto:RFP@Ohiodc.org).

NOTE: Packages (envelopes) must be clearly marked "TECHNICAL PROPOSAL." Cost proposals must be separately sealed or in a separate electronic file, and clearly marked "COST PROPOSAL." It is the responsibility of the Vendor to ensure that proposals arrive on or before the prescribed time. No fax responses will be accepted. **NO LATE PROPOSALS WILL BE ACCEPTED.**

The Board reserves the right to accept or reject any or all proposals if it deems that doing so is in Ohio DC's best interest.

Modifications to the proposal may be submitted prior to the date and time specified for receipt of responses. Copies of the modifications must be submitted as specified for the actual proposal above. Modifications must have "Modification - Company Name" marked in the lower left-hand corner of the envelope. No email or fax modifications will be accepted.