



REQUEST FOR QUALIFICATIONS & QUOTATIONS (RFQQ)

FOR PLACEMENT INTO A
PRE-QUALIFIED POOL
OF
GENERAL INVESTMENT CONSULTANTS
RFQQ # 17-01

IDENTIFICATION OF OFFEROR'S PROPRIETARY INFORMATION:

OFFERORS ARE ADVISED THAT THE WASHINGTON STATE INVESTMENT BOARD IS A WASHINGTON STATE PUBLIC AGENCY AND IS THUS SUBJECT TO PUBLIC RECORDS REQUESTS. THERE ARE PERMISSIBLE EXEMPTIONS FROM PUBLIC DISCLOSURE PURSUANT TO CHAPTER 42.56 REVISED CODE OF WASHINGTON (RCW) BUT THEY ARE LIMITED, NARROW IN SCOPE AND STRICTLY CONSTRUED. *OFFERORS WISHING TO CLAIM PORTIONS OF THEIR RESPONSE AS CONFIDENTIAL AND EXEMPT FROM PUBLIC DISCLOSURE ARE ADVISED TO CAREFULLY READ SECTIONS 5.5.1 AND 5.6 OF THIS RFQQ FOR MORE DETAIL.*

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SECTION 1: INTRODUCTION

1-1 Background

The Washington State Investment Board (hereinafter WSIB or Board), a major institutional investor with \$116.5 billion under management and a reputation for innovation, seeks to contract with firms to create a pre-qualified pool of consultants that provides general investment consulting services on a project basis as needed.

The WSIB is a public agency of the state of Washington, established to administer the state's investment activity. The WSIB investment programs include both qualified (IRC § 401(a)) retirement programs and non-qualified programs. The WSIB manages the investment of defined-benefit retirement funds, a hybrid retirement plan consisting of defined-contribution and defined-benefit components, a deferred compensation plan (IRC § 457), a large pool of insurance fund assets, and a number of permanent and other trust funds. To learn more about the WSIB, please visit our website at www.sib.wa.gov.

1-2 Purpose

Pursuant to chapter 39.27 of the Revised Code of Washington (RCW), the WSIB issues this Request for Qualifications and Quotations (RFQQ) to create a pre-qualified pool (Pool) of firms (Contractor(s)) to provide general investment consulting services on an as needed project basis. These services will provide the WSIB with timely access to management-level consultant expertise on diverse investment issues for any funds, whether currently held or added in the future, for which the WSIB holds investment management responsibility. The role of Contractors will be to cooperatively assist WSIB staff, operating under the direction of the Board, in research and due diligence activities pertaining to investment issues or concepts and, in doing so, provide the WSIB with independent, clear and unbiased advice.

1-3 Two Tier Solicitation Process

The WSIB is using a two tier solicitation process. The first tier starts with the release of this RFQQ and concludes with the award of Optional-Use Contracts (Contracts). The purpose of the RFQQ is to determine Offeror qualifications and to obtain a fixed fee schedule. The Optional-Use Contracts awarded to Contractors will define the terms and conditions of the contractual relationship. The term of the Contracts will be for five (5) years with the option to extend the Contract at the discretion of the WSIB for an additional five (5) years. The number of Offerors awarded a Contract will be determined after review and scoring of responses to this RFQQ. **Please note:** Optional-Use Contracts will include a schedule of hourly rates at which future services will be invoiced. These contracts do not include a retainer fee, a guarantee of work, or a guarantee of compensation. Compensation is available through award in the second tier process.

The second tier process arises as the WSIB determines a need (project) for a specific service. The WSIB will issue a Work Request for a project to one or more Contractors within the Pool. The purpose of the Work Request is to obtain a proposal from the Contractor and a final quotation of the cost associated with the specified project. The second tier will conclude with the award of a Work Order to a single Contractor.

1-4 Consulting services/Pre-Qualified Pool (Pool)

The general investment consulting services may include, but are not limited to providing the following services: asset allocation studies; asset/liability studies; investment research publications; investment performance evaluation and reporting; asset class and structural analyses; investment manager searches; investment manager evaluations; defined contribution plan design and implementation; and input on industry best practices for areas reviewed by the WSIB.

1-5 Updating/Refreshing the Pools

Due to market conditions or WSIB needs, the WSIB may choose to add Contractors, service categories, or additional Pools within the term of the Optional-Use Contracts by issuing additional RFQQs as needed. Subsequent RFQQs may be modified to meet WSIB needs and may include revised qualification requirements, evaluation criteria, terms and conditions.

1-6 Overview of the Organization

The WSIB is a state agency with offices located in Olympia, Washington. The WSIB performs “all duties prescribed by law with respect to the investment of public trust and retirement funds.” RCW 43.33A.010 Led by an independent 15-member Board, as described in RCW 43.33A.020, the Board conducts its investment activities in accordance with applicable state laws and investment policies and procedures designed to maximize returns at a prudent level of risk and acts exclusively in the sole interests of the funds’ stakeholders and beneficiaries. The Board generally meets seven to eight times per year to set policy, review investment results, and act upon staff and consultant recommendations.

The agency is composed of three primary divisions: Investments, Operations, and Institutional Relations, and is headed by an Executive Director appointed by the Board. The Board and agency are governed by general statutes and rules established for all state agencies, officials, and employees in the performance of their public duties.

The WSIB manages investments for 17 separate pension plans for public employees, teachers, school employees, law enforcement officers, firefighters and judges. To more efficiently manage investments, reduce administrative costs, and minimize fees, defined benefit retirement fund assets are pooled into the Commingled Trust Fund (CTF). As of March 31, 2017, the value of the CTF was \$88.3 billion. The CTF is invested in six basic asset classes: public equity, fixed income, private equity, real estate, tangible assets and cash. Each fund managed by the Board is assigned a strategic asset allocation, which includes the asset classes used by that fund, long-term policy targets for those asset classes, and the acceptable ranges within which those targets can vary.

The current asset allocation, both target and actual, for the CTF as of March 31, 2017 is set forth below:

	March 31, 2017	Actual Asset Allocation		Long Term Target	Range
	Allocation (\$MM)	by Asset Class	with Overlay		
Fixed Income	17,622	20.0%	20.1%	20.0%	16 - 24%
Tangible Assets	3,231	3.7%	3.7%	5.0%	3 - 7%
Real Estate	14,226	16.1%	16.1%	15.0%	12 - 18%
Public Equity	34,060	38.6%	39.5%	37.0%	32 - 42%
Private Equity	18,098	20.5%	20.5%	23.0%	19 - 27%
Innovation	33	0.0%	0.0%	0.0%	0 - 5%
Cash	1,035	1.2%	0.1%	0.0%	0 - 3%
Total CTF	88,306				

More information on the CTF asset allocation can be found on the WSIB website at http://www.sib.wa.gov/information/pdfs/policies/2_10_050.pdf.

In addition to the CTF, the WSIB also manages investments for 18 other public funds that support or benefit industrial insurance, colleges and universities, developmental disabilities, and wildlife protection. As trustee of the Plan 3 retirement systems for Public Employees Retirement System (PERS 3), School Employees Retirement System (SERS 3), Teachers Retirement System (TRS 3) and the Judicial Retirement Account (JRA), the WSIB manages the defined contribution investment options of the hybrid plans.

SECTION 2: STATEMENT OF WORK

2-1 Scope of Work

The WSIB seeks to create a Pool of General Investment Consulting Contractors. The purpose is to ensure timely access to senior-level consultant expertise across a diverse universe of investment issues for any funds, whether currently held or added in the future, for which the WSIB holds investment management responsibility.

2-2 Services to be Provided and Assignment of Work

Work will be assigned to a Contractor in a manner consistent with the terms of the Optional-Use Contract. The scope of each discrete assignment or project will depend upon the particular issue on which the WSIB requests consultant assistance and according to the needs of the various WSIB investment programs.

As projects arise, the WSIB will issue a Work Request to contractors within the Pool, seeking services for a specific project. The Work Request will clearly delineate the scope of the project, the project timeline, and required appearances, if any, before a WSIB Committee and/or the Board. A Work Request may require a Contractor to meet with WSIB staff during a particular project on a periodic basis at a location and time specified by the WSIB to review portfolios, investment process, organizational issues, performance, special projects, or other relevant topics. A Work Order to engage services will be awarded based on the Contractor's proposal, expertise and experience, availability, and proposed project cost.

In addition to providing services, Contractors must invite WSIB staff and Board members to participate in the Contractor's Client Conferences and any and all other client conferences or similar educational activities provided by the Contractor and normally offered to similar clients, without cost. Invitations are contingent upon a fee payment by the WSIB to a Contractor, pursuant to any Work Order performed within the Contract period. The fee payable to the Contractor will cover the cost of such conferences or education activities, including but not limited to all registration fees, materials, lodging, conference meals and refreshments, to the extent such conferences or other similar education activities are provided without costs to other clients.

2-3 Contract Management

The WSIB's Senior Investment Officers of Public Equity or Risk Management and Asset Allocation will be designated as the WSIB's Contract Manager as indicated in the Work Order. The Contract Manager will be responsible for:

- A. Clarifying with the Contractor the expectations of the WSIB and how the WSIB envisions the relationship working on a day-to-day basis.
- B. Providing overall direction and planning.
- C. Monitoring Contractor progress against contractual commitments and approving payment.
- D. Designating specific WSIB staff as Project Manager for day-to-day liaison with Contractor.
- E. Requesting regular status reports with Contractor as needed.

SECTION 3: OFFEROR QUALIFICATIONS

3-1 Mandatory Minimum Qualifications

As of the RFQQ Due Date, Offerors for the General Investment Consulting Pool must satisfy *all* of the mandatory minimum qualifications as outlined below to be considered for a contract award:

- A. The Offeror must agree to be able to provide at least one of the following investment consultant services as a General Investment Consultant, as well as all other requirements stated in this RFQQ. The investment consultant services are asset allocation studies and investment manager searches/ due diligence.
- B. The Offeror must have a minimum five (5) years of actual consultant history as a General Investment Consultant.
- C. The Offeror must accept Attachment A of the written Contract as supplied by the WSIB. The Offeror must have the approval of their legal representative to the Sample Contract format set forth as Exhibit "F" prior to submittal of a response. WSIB reserves the right to modify terms at its discretion.
- D. It is understood that failure to return this statement and accompanying documentation with the Response to the RFQQ may render the response invalid.

SECTION 4: GENERAL INFORMATION

4-1 Definitions

- **"Apparently Successful Offerors" or "Successful Offerors"** shall mean the Offerors selected by the Washington State Investment Board (WSIB) as entities qualified to perform the anticipated services.
- **"Business Day"** shall mean any day of the week other than Saturday, Sunday, or a holiday observed by the State of Washington or the Federal Reserve Board.
- **"Contractor"** shall mean a consultant or consulting firm awarded an Optional-Use Contract through this RFQQ.
- **"Executive Director"** shall mean the agency employee authorized by RCW 43.33A.100, who serves as the senior executive of all staff operations.
- **"Offeror"** shall mean an entity intending to submit or submitting a response to obtain an Optional-Use Contract.
- **"Pool"** shall mean a list of qualified consultant firms that have been awarded an Optional-Use Contract for investment consulting.
- **"Response"** shall mean all information submitted in reply to this RFQQ, including any additional information requested by or provided to the WSIB.
- **"RFQQ"** shall mean this Request for Qualifications & Quotations, any *addendum* or *erratum* thereto, or Offeror's written questions and the respective answers, and any related correspondence that is: (1) addressed to all Offerors, and (2) signed by the Executive Director, their designee, or the RFQQ Coordinator.

- **“Contract”** shall mean the Optional-Use Contract awarded to an Offeror.
- **“Work Order”** shall mean the document that awards a project to a Contractor, which includes the statement of work or services, deliverables, start and completion dates, compensation, and other specific terms.
- **“Work Request”** shall mean a document issued by the WSIB to Pool Contractors requesting a proposal and bid for specific project services.
- **“WSIB”** shall mean the Washington State Investment Board, described in RCW 43.33A.020 and staff authorized by RCW 43.33A.100. It may also be referred to as “Board” or “Agency” in this RFQQ.
Contract definitions are provided on page one of the Attachment A General Terms and Conditions of the Contract, Exhibit “F.”

4-2 Compensation and Payment

The Contractor's compensation shall be for services or hours actually rendered or worked in performance of an awarded Work Order at rates set forth in the Contract. Whether quoted hourly or at other rates, rates must be all-inclusive and cover all charges including but not limited to salary, benefits, indirect costs, travel and supplies.

The WSIB may, at its discretion, choose to negotiate rates prior to award of a Contract. Compensation for an awarded Work Order shall be at the rates set forth in the Contract.

Except as expressly agreed to by the WSIB in writing in advance, Contractors submitting a response to a Work Request for a specific project may not submit a response that includes rates above the rates contained in the Optional-Use Contract. Upon execution of a Work Order, compensation will be fixed, based on the proposed hours to complete the work (as provided in the contractor's proposal to a Work Request), and may not be exceeded. Contractors awarded a Work Order will be required to complete the project within the proposed costs.

Award of an Optional-Use Contract or Work Order does not assure a guaranteed level of work.

4-3 Expected Time Period for Contract

The WSIB expects to execute Contracts no later than July of 2018. Contracts will start on or about July 1, 2018, and terminate December 31, 2023, with an optional extension for an additional five-year term at the discretion of the WSIB.

4-4 Eligibility to Compete

To eliminate potential conflicts, the WSIB does not generally hire entities that wish to provide both investment management as well as general investment consulting services. Therefore, any firm, which either as a parent company, subsidiary, or affiliate, that is currently performing investment management services for the WSIB, may **not** compete in this RFQQ. The firm(s), or any subsidiary, affiliate or parent company thereof, selected as a result of this RFQQ may **not** compete during the term of the resulting contract, and any extensions thereto, in any subsequent WSIB procurement, the main purpose of which is to hire a firm or firms for investment management services.

SECTION 5: INSTRUCTIONS FOR COMPLETING AND SUBMITTING BIDS

5-1 Board Contact

The RFQQ Coordinator is the sole point of contact. Throughout the duration of the RFQQ process, all communications are to be directed in writing to Contracts@sib.wa.gov.

Contact not previously authorized by the RFQQ Coordinator with other WSIB staff or Board members regarding this procurement after issuance of this RFQQ may disqualify the Offeror.

WASHINGTON STATE INVESTMENT BOARD
2100 EVERGREEN PARK DRIVE SW, P.O. BOX 40916
OLYMPIA, WA 98504-0916
ATTN: RFQQ COORDINATOR
E-MAIL: Contracts@sib.wa.gov

5-2 Intent to Respond and Questions

“Letters of Intent to Respond” in the format of Exhibit “A” attached hereto and any questions regarding this RFQQ must be in writing and **must be received by email at Contracts@sib.wa.gov by 4:30 p.m. Pacific Daylight Time, June 16, 2017.** The Letter of Intent to Respond must include an authorized signature. “Letters of Intent to Respond” are used to determine how many responses the WSIB can expect in order to plan schedules. Non-submittal of a “Letter of Intent to Respond” and “Questions” does not preclude the Offeror from submitting a Proposal or consideration of the Proposal.

The RFQQ Coordinator will respond to all questions in writing and post responses on the WSIB website at www.sib.wa.gov for retrieval and review. Offerors are encouraged to check the website frequently for this posting. It is incumbent on an Offeror to obtain this information once posted to ensure their response is truly responsive.

5-3 Schedule of Procurement Activities

The following schedule of activities must be adhered to by all Offerors.

EVENT	DATE
PROCUREMENT INSTRUCTIONS (RFQQ) POSTED ON WSIB WEBSITE	ON OR ABOUT JUNE 05, 2017
LETTER OF INTENT TO RESPOND AND QUESTIONS DUE	4:30 P.M. PDT JUNE 16, 2017
RESPOND TO WRITTEN QUESTIONS (AVAILABLE ON WEB SITE)	4:30 P.M. PDT JUNE 29, 2017
RESPONSES DUE	4:30 P.M. PDT JULY 14, 2017
EVALUATION OF RESPONSES CONDUCTED	ON OR ABOUT JULY 14 – AUGUST 11, 2017
FINALIST INTERVIEWS (IF NEEDED)	AUGUST 11 - 25, 2017
PRESENTATION BY WSIB STAFF OF SELECTED OFFEROR(S) TO PUBLIC MARKETS COMMITTEE ¹	DECEMBER 5, 2017

¹ Offerors are not required to attend Board meetings or Committee meetings as part of the RFQQ process.

EVENT	DATE
APPARENTLY SUCCESSFUL OFFEROR(S) APPROVED BY THE BOARD	DECEMBER 14-15, 2017
ANNOUNCEMENT OF APPARENTLY SUCCESSFUL OFFERORS	DECEMBER 15, 2017
CONTRACT EXECUTION	JANUARY 1, 2018 – JUNE 30, 2018

Offerors should allow extra time for delivery to ensure timely receipt of their proposals by the RFP Coordinator listed in Section 5-1 of this RFQQ.

5-4 Procurement Modification

The WSIB reserves the right to change the Schedule or modify any part of the RFQQ process by issuance of an addendum to all participating Offerors. The WSIB also reserves the right to cancel or reissue the RFQQ in whole or in part, and for any reason, at the sole discretion of the WSIB at any time prior to execution of a contract. In the event it becomes necessary to revise any part of the RFQQ, addenda will be posted on the WSIB web site. Offerors are advised to check the site regularly prior to the due dates.

5-5 Procurement Instructions

5.5.1 Submitting Responses

Responses must be submitted electronically via email to the RFQQ Coordinator at Contracts@sib.wa.gov. The Response should be clearly labeled with the firm’s name and “RFQQ 17-01 General Investment Consultants.” Please include the full version of the complete Response marked as “Master Copy” and submit your Response in an electronic format with bookmarks to sections, questionnaire responses, and appendices. Adobe portable document format (.pdf) is preferred but not required.

Late responses, no matter what circumstances, will not be accepted, nor will time extensions be granted.

If the Response contains confidential information, include a second electronic version with your Response labelled “Copy for Reproduction.” This electronic version will be used to respond to Public Records Requests made, if any, for a copy of your Response. Delete only sections of “confidential” information, not the entire page unless the entire page can be defended as confidential. Where sections of confidential information have been deleted in this electronic version, insert this parenthetical text:

“(CONFIDENTIAL INFORMATION REMOVED)” in at least 24 point type and bold. Please secure this electronic version of the “Copy for Reproduction” in a manner that will still allow the WSIB to copy the protected electronic file onto its servers, but will not allow editing of the information, nor allow access to redacted materials or information. In addition to the “copy for reproduction,” please identify those portions that are claimed as confidential in a response transmittal letter pursuant to sections 5-6. Those Responses not marked “Confidential” are subject to full disclosure under the state Public Records laws.

WSIB reserves the right to retain all Responses and accompanying documentation submitted and to use any ideas contained in Responses regardless of whether that Response is selected. Responses retained shall become the property of WSIB and will not be returned. Submission of a Response constitutes acceptance of all conditions contained in this RFQQ, unless clearly and specifically noted in the Response submitted and confirmed and expressly accepted in the subsequent contract between the firm and WSIB.

5.5.2 Information and Format Requirements

All of the conditions set forth in this section must be included, and addressed thoroughly and completely by the Offeror before the WSIB will accept a Response to this RFQQ.

When responding to this RFQQ, we encourage you to describe the ways in which you believe your organization's service is unique or would add particular value. Please be succinct in your answers and, if certain services cannot be provided, please so state when appropriate. Responses must include answers to all questions, comply with all requests for information to permit evaluation, and shall include bookmarks and section titles separating the following parts:

SECTION 1: General Information (Exhibit "E" attached hereto)

Complete and include the General Information and Contact Sheet attached as Exhibit "E," by providing the following information:

1. Name, mailing address, phone number, and fax number of legal entity with whom the contract is to be written.
2. Name, mailing address, phone number, fax number, and e-mail address of primary contact.
3. Name, mailing address and phone number(s) of principal officer(s).
4. Legal status of organization (e.g., sole proprietorship, partnership, corporation, etc.).
5. Federal employer identification number.
6. Washington State Department of Revenue Registration Number (UBI number) if applicable.
7. The location(s) of the facility from which the Offeror will operate.

SECTION 2: Minimum Qualifications Compliance Certificate (Exhibit "B" attached hereto).

Utilizing the format of Exhibit "B" with supplemental pages as needed, please set forth a full explanation of how each mandatory minimum qualification is met by your firm. A mere conclusory assertion that a mandatory qualification is met is insufficient.

SECTION 3: Questionnaire

Offerors should complete and include the Questionnaire attached as Exhibit "C" with all appendices, including public pension fund references. The RFQQ and exhibits are available at the WSIB website www.sib.wa.gov and should be downloaded for preparation of your response. Offerors are encouraged, but not required, to use the forms provided as exhibits to the RFQQ. Please note that additional sheets will be necessary to adequately respond to the Questionnaire, Exhibit "C." In those instances when the form provided is not used for your Response, type and number each question. If other exhibit forms attached hereto are not utilized for responding, it is nevertheless mandatory that the same format be retained when drafting your proposed approach to accomplishing the services to be provided in the Scope of Work, 2-1, and Services to be Provided, 2-2, in this RFQQ.

SECTION 4: Offeror Warranties

The Certifications and Assurances form, Exhibit “D,” must be signed by the president or chief executive officer of a corporation, the managing partner of a partnership, the proprietor of a sole proprietorship, or all members of a joint venture, and included in the Offeror's bid.

SECTION 5: Supplemental Information

Each Offeror may present any supplemental information which the Offeror deems appropriate, as long as each copy of the RFQQ Response contains such supplemental information. The Offeror may also provide supporting documentation, as necessary, for evaluators to determine relevance and value.

SECTION 6: Proof of Insurance

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Apparently Successful Offeror shall furnish evidence in the form of a Certificate of Insurance, and a copy shall be forwarded to the Agency within fifteen (15) days of the notification as the Apparently Successful Offeror for the following applicable insurance:

- Commercial general liability insurance Professional liability insurance
- Fidelity bond
- Director’s Fiduciary.

A Contract with an Apparently Successful Offeror will not be executed until insurance coverage as set forth in the Optional-Use Contract, Exhibit “F” has been verified.

SECTION 7: Fee Proposal

Compensation or fees submitted for the proposed Contract shall be guaranteed for a period of not less than five (5) years from the effective date of the Contract.

The hourly rate you propose must include the information set forth in Exhibit “C,” attached hereto. The services detailed in the “Scope of Services to be Performed” section and the Questionnaire of this RFQQ should be the basis for your proposed hourly rate. Upon execution of a Work Order, the cost for work performed shall be based upon the number of hours proposed at the fixed hourly rate. In no case will the hourly rate for a project be higher than the rate contained in the Response. Each time a service is requested through a Work Request, the Successful Offeror will propose the amount of hours needed to complete the project. The number of hours will be multiplied by the fee per hour to determine the total cost of the project.

The hourly rate proposed shall include attendance costs and the cost of lodging, meals and refreshments provided at any client conferences offered by the contractor and attended by WSIB staff or Board members.

5-6 Proprietary Information

All material submitted in Response to this RFQQ shall become the property of the WSIB. Such material is subject to public disclosure requests pursuant to Washington’s Public Records Act, found in chapter 42.56

RCW, as well as pursuant to rules promulgated by the WSIB, in chapter 287-02 Washington Administrative Code (WAC) and cases decided by Washington courts. The WSIB's public records policy may be viewed at: www.sib.wa.gov/boardandcommittees/policies/2_00_250.pdf

All submissions will be treated as confidential and exempt from public disclosure until the Successful Offeror(s) resulting from this RFQQ, if any, is announced by the WSIB. Thereafter, submissions are subject to public disclosure, unless material has been properly designated as confidential and such material is exempt from public disclosure under Washington laws.

The materials submitted by the Apparently Successful Offeror will be attached to the resulting Optional-Use Contract and incorporated therein by that attachment. In general, unless particular material has been properly designated as confidential and exempt from public disclosure under Washington laws, such materials will be deemed public records and subject to public disclosure requests.

In the event that an Offeror desires to claim portions of their response as exempt from disclosure under the provisions of Washington's laws, as noted, it is incumbent upon that Offeror to clearly identify those portions which are claimed as confidential in a response transmittal letter and to provide a "Copy for Reproduction" as noted in section 5.5.1. The transmittal letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. The generally available exemptions from public disclosure are noted in the WSIB's public disclosure policy, which may be accessed at the WSIB's web pages at the address noted above. ***Designating the entire response as confidential or proprietary information is not acceptable and will not be honored, and it may subject the offeror's response to being rejected for not being responsive.***

The WSIB will consider all requests for exemption from disclosure; however, the agency will make a decision predicated upon RCW 42.56.210-.480 and the current WSIB Public Records Policy. In so doing, the WSIB will exercise good faith in responding to requests for public disclosure of public records, will not discriminate between persons requesting records, and will protect legitimate confidentiality interests.

If any of the specifically requested information is marked as "confidential" in the response but in the opinion of the WSIB does not conform to any one of the enumerated exemptions from disclosure in RCW 42.56.210-.480, such information will not be made available until five (5) business days after the affected Offeror has been notified that the information has been requested, to permit the Offeror an opportunity to contest the public disclosure request.

Should a successful Offeror obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its Response prior to the execution of the Contract incorporating the same, the WSIB will comply with the court order. The burden is upon a successful Offeror to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

If the affected Offeror has undertaken proceedings within the timeframe to obtain a court order restraining the WSIB from disclosure of the "confidential" information within those five (5) days, the WSIB will not disclose such information until resolution of the court proceeding. Upon failure to make application for judicial relief within the allowed period, the information will be disclosed.

It should be noted, however, that time is of the essence in this solicitation process. Although the WSIB will work in good faith to accommodate legal proceedings concerning confidential information, a delay in execution of the Contract to accommodate a petition to the courts might not be possible or might not be granted.

5-7 Records Retention

After the date of the announcement of the Apparently Successful Offerors, the WSIB will retain all products of information received under this procurement in accordance with state record retention laws.

5-8 Preparation and Travel Costs

Expenses for the development and submission of required information are the sole responsibility of the Offeror(s). The WSIB will not be liable for any costs associated with preparation and submission of information submitted in response to this RFQQ.

The Offeror assumes responsibility for their personnel's travel and associated costs as they relate to this RFQQ. These costs must be considered in the cost of the fees that will be proposed.

5-9 Response Evaluation

5.9.1 Evaluation Process

The review of the Offeror will be based upon the completeness of the response, reputation, cost of services, quality of previous performance, if any, and any subsequently requested materials. Responses will be reviewed by evaluators who are representatives of the WSIB. After review of the Responses, the evaluators may select a group of Offerors for either telephonic interviews or face-to-face interviews.

The WSIB reserves the right, at its sole discretion, to reject, without penalty, any and all responses received. The final selection, if any, will be the Response(s), which in the opinion of the WSIB, best meet the requirements set forth in the RFQQ and is in the best interest of the WSIB and the state of Washington.

The selection will be accomplished through the following process.

- A. Initially, the WSIB will review each RFQQ for compliance with minimum, mandatory requirements as stipulated within the RFQQ. Noncompliant responses will be rejected from further consideration. The WSIB will make the final determination on all Response rejections.
- B. The WSIB will evaluate the acceptable Responses against the items shown in the "Evaluation Criteria" section.
- C. Through the Response evaluation process, the evaluators will identify a group of Offerors.

Staff recommend Offerors to the Public Markets Committee for its consideration. If the Public Markets Committee approves, the Committee will recommend final Offerors to the Board for its approval. Through the selection process, WSIB reserves the right: (i) not to select any proposal; (ii) to select any portions of a particular proposal for further consideration; (iii) to accept a proposal other than the lowest cost proposal submitted; or (iv) to reject any and all proposals received if such action is considered by WSIB in its sole discretion to be in the best interests of WSIB.

The evaluators through this process will identify the most responsive offers to the requirements stated in this RFQQ using the evaluation criteria described in the "Evaluation Criteria" section.

5.9.2 Evaluation Criteria

The following criteria will be used by the evaluators to review each written Response: A. Organization, B. Experience and Expertise, C. Quality and Innovativeness of Advice, and D. Quality of Research and Fees.

5.9.3 Oral Interviews

The WSIB may choose to conduct oral interviews for final selection of Contractors. Interviews may be conducted in-person or by telephone at WSIB's discretion. The oral presentations will be evaluated to develop a consensus decision of the Apparently Successful Offerors to be recommended for Public Market Committee and Board action.

In both instances, the evaluation will be based on the technical criteria specified in this RFQQ (e.g., organization, experience and expertise, quality and innovativeness of advice, quality of research, and fees), plus these additional factors:

1. The cohesiveness of the oral presentation.
2. Consistency between the oral interviews and the firm's written bid.
3. Reference checks, focusing on past performance (including the WSIB's experience, if applicable) and the firm's ability to:
 - a. Perform quality general investment consulting service.
 - b. Work well with the Board and staff.
 - c. Respond to special requests.
 - d. The firm's responsiveness during the interview process.

5-10 Addenda to the RFQQ

In the event that it becomes necessary to revise any part of this RFQQ, an *addendum* or *erratum* in numerical sequence will be provided to all Offerors who have indicated an intention to submit a response and will be posted on the WSIB's website.

5-11 Submission Limit

After submission, Offerors will not be allowed to amend the information submitted.

SECTION 6: WSIB RIGHTS

6-1 Information Clarifications/Rejections

Determination of clarity and completeness in the Responses to any of the provisions in this RFQQ will be made solely by the WSIB. The WSIB reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFQQ.

The WSIB reserves the right to reject any or all Responses at any time prior to the execution of a contract acceptable to the WSIB, without any penalty to the WSIB.

6-2 Contract Award

The WSIB intends to award a contract to the Apparently Successful Offeror(s) with the best combination of attributes based on the evaluation criteria listed in the "Bid Evaluation Criteria" Section 5-9.2 of this RFQQ.

The WSIB reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Offeror can propose. There will be no best and final offer procedure. The WSIB does reserve the right to contact an Offeror for clarification of its Response.

The Offeror should be prepared to accept this RFQQ for incorporation into a Contract resulting from this RFQQ. Contract negotiations may incorporate some or the Offeror's entire Response. It is understood that the Response will become a part of the official procurement file on this matter without obligation to the WSIB.

Should the WSIB fail to negotiate a Contract with an Apparently Successful Offeror, the WSIB reserves the right to negotiate and contract with the next most qualified Offeror.

6-3 Publicity

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project may be released by the Apparently Successful Offerors without obtaining prior written approval from the WSIB.

6-4 Waivers

The WSIB reserves the right to waive specific terms and conditions contained in this RFQQ.

It shall be understood by Offerors that the information provided is predicated upon acceptance of all terms and conditions contained in this RFQQ unless the Offeror has obtained such a waiver, in writing, from the WSIB prior to submission of any requested information. Any waiver, if granted, will be granted to all Offerors.

SECTION 7: MISCELLANEOUS TERMS AND CONDITIONS

7-1 Successful Offeror Notification

On or about the date specified in Section 5.3, “Schedule of Procurement Activities,” of this RFQQ, a letter indicating whether the Offeror was selected as an “Apparently Successful Offeror” will be emailed to each Offeror who submitted a Response, in accordance with the procedures specified in this RFQQ.

7-2 Right to Protest, Determination of Timeliness, and Protest Procedures

Any actual Offeror who is aggrieved in connection with the procurement or award of a contract may protest, in writing, to the Contracts Office of the WSIB. Only protests identifying an issue of fact concerning a matter of bias, discrimination or conflict of interest, or non-compliance with procedures described in the procurement document or agency policy shall be considered.

Offerors protesting this procurement solicitation or award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Offerors under this procurement.

Upon exhaustion of this remedy, no additional recourse is available within the WSIB. Chapter 34.05 RCW, Administrative Procedures Act (APA), does not apply to this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the Washington State Investment Board, Contracts Office and the RFQQ Coordinator.

7.2.1 Contents of Protest

To expedite handling of protests, the envelope should be labeled “Protest.” The written protest shall include, at a minimum, the following:

1. The name and address of the protester
2. The appropriate identification of the procurement, including contract number if a contract has been awarded.
3. A statement of reason(s) for the protest.
4. Any supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case a descriptive title of the document and its expected availability date shall be indicated.

If a protest may affect the interest of any Offeror(s), such Offeror(s) will be given an opportunity to submit its view and any relevant information on the protest to the WSIB Contracts Office.

7.2.2 Types of Protest

- A. Protests of the RFQQ documents or processes must be received by the WSIB Contracts Office no later than 3:00 p.m., Pacific Time five (5) business days prior to the date Responses are due. Filing of a protest about the RFQQ does not entitle the protesting party to an extension of time for submitting its Response.
- B. If the protest is for rejection of a Offerors' submitted Response, the protest must be received by the WISB Contracts Office no later than 3:00 p.m., Pacific Time on the fifth business day following Offeror's receipt of the notice of rejection, whether oral or written, or the announcement of the Apparently Successful Offeror(s), whichever occurs first. Only those who are eligible to submit a Response under the criteria established for the particular procurement involved may protest the rejection of submitted information.
- C. If the protest is regarding the award of a contract to an Apparently Successful Offeror under this RFQQ, the protest must be received by the WSIB Contracts Office no later than 3:00 p.m., Pacific Time on the fifth business day following the date of the notification of Apparently Successful Offeror letter, outlined in Section 7.2 of this RFQQ. Only those who have submitted a valid bid under the criteria established for this particular RFQQ may protest the award of a contract.

Upon receipt of a protest, a protest review will be held by the Chief Operations Officer to review the RFQQ process utilized. This is not a review of Responses submitted. The review is to ensure agency policy and procedures were followed, all requirements were met, and all Offerors were treated equally and fairly.

The Chief Operations Officer will consider the record and all facts available and issue a decision within five (5) business days of receipt of the protest unless additional time is required. In which case, the protesting party will be notified by the Chief Operations Officer or the RFQQ Coordinator of the delay. The decision of the Chief Operations Officer will be final and conclusive.

7-3 Debriefing of Unsuccessful Offerors

Unsuccessful Offerors will be afforded a debriefing conference upon request. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after mailing by WSIB of a notification to the unsuccessful Offerors. Discussion will be limited to a critique of the requesting Offeror's Response. Comparisons between Responses or evaluations of the other Offeror's Responses will not be allowed. Debriefing conferences may be conducted in person or by telephone/video conference and will be scheduled for a maximum of one hour. The debriefing conference must be held within fourteen (14) days after mailing by the WSIB of notification to the unsuccessful Offerors.

7-4 Stay of Contract Execution During Protests

In the event of a timely protest, the WSIB may proceed further with the procurement but shall not execute the Contract unless the protest is decided or until the Executive Director or a designee makes a written determination that the award of the Contract without delay is necessary to protect substantial interests of the WSIB.

7-5 Entitlement to Costs

In addition to any other relief, when a protest is sustained and the protesting Offeror should have been awarded a Contract under the procurement but was not, then (except if the protesting Offeror is found to be substantially at fault) the protesting Offeror shall be entitled to its reasonable submission preparation costs, but not attorneys' fees or anticipated profits.

7-6 Minority & Women-Owned Business Participation

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

7-7 General Contract Terms and Conditions

A contract may result between WSIB and the successful Offeror from this procurement process. Exhibit "F" of this RFQQ contains the special and general terms and conditions that shall be agreed to.

The submission of a Response constitutes acceptance by the Offeror of the special and general terms and conditions.

The WSIB's intent is to have the contract accepted as presented without material changes. It is strongly recommended that your firm's legal counsel review the attached contract. If your firm is unwilling or unable to accept the terms of the contract set forth, you must identify your concerns in a cover letter that is to accompany your Certifications and Assurances. However, WSIB reserves the right at its sole discretion to approve or disapprove changes to the contract.