



REQUEST FOR PROPOSALS FOR PORTFOLIO VERIFICATION SERVICES



**RFP #25-05
APRIL 1, 2025**



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 of the Revised Code of Washington ("RCW") but they are limited, narrow in scope, and strictly construed. Offerors wishing to claim portions of their Proposal as confidential and exempt from public disclosure are advised to carefully read Sections 5.6.2 and 5.7 of this RFP for more detail.



EXHIBIT A	LETTER OF INTENT TO RESPOND
EXHIBIT B	MANDATORY MINIMUM QUALIFICATIONS COMPLIANCE CERTIFICATE
EXHIBIT C	CERTIFICATIONS AND ASSURANCES
EXHIBIT D	GENERAL INFORMATION AND CONTACT SHEET
EXHIBIT E	QUESTIONNAIRE
EXHIBIT F	FEE PROPOSAL
EXHIBIT G	REFERENCES
EXHIBIT H	ACCOUNTS AND SERVICES REQUESTED
EXHIBIT I	HOLDINGS (<i>Provided separately</i>)
EXHIBIT J	LIST OF OFFEROR CLIENTS
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1. INTRODUCTION

1.1. BACKGROUND

The Washington State Investment Board (the “WSIB”), a public institutional investor, seeks to contract with a firm or firms to provide portfolio verification and related investment accounting services and tools for the purpose of verifying investment accounting related data of the WSIB’s custodian bank, State Street Bank and Trust Company (the “Custodian”).

To learn more about the WSIB and to inform your responses to the questionnaire, please visit our website at www.sib.wa.gov.

1.2. PURPOSE

The WSIB is issuing this Request for Proposals (“RFP”) for portfolio verification and shadow investment accounting services. The primary purpose of these services is to validate the investment accounting related data of the Custodian. The anticipated term of a contract resulting from this RFP is set forth in Section 4.2, *Expected Time Period for Contract*.

1.3. OVERVIEW OF THE ORGANIZATION

1.3.1. Background

The WSIB is a public agency of the state of Washington established by the 1981 legislature to administer the state’s investment activity. The WSIB offices are located in Olympia, Washington. To learn more about the WSIB, and to inform your Proposals to the questionnaire (Exhibit E), please visit the WSIB website at www.sib.wa.gov. The most recent reports on the WSIB’s activities can be found at: [WSIB Reports \(wa.gov\)](http://www.sib.wa.gov/reports).

The WSIB is led by an independent 15-member board, as described in RCW 43.33A.020, with ten voting members and five non-voting members (the “Board”). The WSIB is headed by a Chief Executive Officer appointed by the Board.

1.3.2. Stakeholders & Investments

The WSIB manages investments for a number of stakeholders:

- Department of Retirement Systems: administers the retirement systems for public employees of the state and political subdivisions. Assets in the defined benefit retirement plans are invested to provide pension benefits for public employees, teachers, school employees, law enforcement officers and firefighters, state troopers, volunteer firefighters, and judges.
- Department of Labor and Industries: administers the Worker’s Compensation Insurance Program in the state of Washington. Funds are invested to provide medical care, wage replacement, and disability pensions to workers injured on the job.
- Guaranteed Education Tuition Program: is administered by the Advanced College Tuition Payment Program Committee. Funds received from the sale of pre-paid college tuition credits are invested in support of this 529 higher education plan.
- Developmental Disabilities Endowment Fund: includes public dollars and private contributions. Funds are invested to support families as they plan for the long-term care needs of individuals with disabilities.
- Volunteer Firefighters’ and Reserve Officers’ Relief and Pension Principal Funds: was established to provide retirement and survivor benefits to long-term eligible volunteers who provide qualified services to fire departments, emergency medical services districts, and municipal law enforcement reserves.
- Long-Term Services and Supports (“LTSS”) Trust Account: serves as a long-term care insurance benefit paid to eligible participants under the LTSS Trust Program. Premiums collected from employees through payroll deductions are invested to fund long-term care benefits.



- Washington State Opportunities Scholarship funds: was created by the Washington State Legislature in 2011. Private funds and state matching funds are invested to encourage student participation in high employer-demand programs of study.
- Permanent Funds: The permanent funds are non-expendable trusts. The principal for each fund remains intact and investment earnings, less expenses, are distributed to a beneficiary fund. Washington State schools, colleges, and universities benefit from five permanent funds established through land grants from the federal government. These include the Agricultural College, Common School, Normal School, Scientific, and State University funds. Additionally, earnings from two permanent funds, the American Indian Scholarship Endowment Fund and the Foster Care Endowment Scholarship Program, are used to help eligible individuals attend college. The Department of Natural Resources transfers proceeds from the sale of land and non-renewable sources to the WSIB for investment purposes. The WSIB invests the fund in a mix of fixed income and public equity.

Funds under management as of December 31, 2024, totaled approximately \$200 billion. The WSIB employs a mix of internally and externally managed strategies. Refer to the WSIB's audited financial statements, located on WSIB's website, for individual investment types and investment policies.

The Board conducts its investment activities in accordance with applicable state laws and in accordance with investment policies and procedures designed to maximize returns at a prudent level of risk, and exclusively in the sole interests of the funds' stakeholders or beneficiaries.

The primary asset classes are: public equity, fixed income, private equity, real estate, and tangible assets. In addition, there is an overlay program set up to invest in futures and other derivatives. Staff internally manages the fixed income assets. External money managers or advisors are retained under contract as investment fiduciaries to manage all other assets. WSIB invests in alternative assets (private equity, private credit, real estate, and tangibles) mainly through limited partnerships or similar structures.

1.3.3. Investment Accounting Requirements

The WSIB is responsible for properly accounting for and maintaining the detailed subsidiary records for its various types of funds in accordance with the specific procedures set forth by the Office of Financial Management ("OFM"), trust indentures, statutes, and regulations. The basis for the accounting and financial reporting treatment applied to a fund is determined by the governmental fund classification (e.g., pension trust fund, enterprise fund, nonexpendable trust fund, agency fund, etc.). The official books and records of the WSIB are provided by the Custodian.

1.3.4. Fund Accounting Requirements

Given the numerous fund types managed by the WSIB, there are a variety of accounting requirements that the awarded Contractor must incorporate into its services. Some of the key fund accounting requirements to which the various WSIB funds are subject are:

- All pension trust, insurance enterprise, nonexpendable trust, and agency funds are accounted for using the accrual basis of accounting under which revenues are recognized when they are earned and expenses are recognized when incurred.
- All governmental and expendable trust funds are accounted for using the modified accrual basis of accounting under which revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available) and expenditures are recognized when the related fund liability is incurred.
- All investments are reported at fair value in WSIB's financial statements pursuant to GASB 72 with gains and losses computed on an average cost basis. Labor and Industries' Funds issue two separate financial statements using Generally Accepted Accounting Principles ("GAAP") and Statutory Accounting Principles ("SAP").

2. STATEMENT OF WORK

2.1. SCOPE OF WORK

The WSIB is seeking portfolio verification and shadow accounting services for independent, automated reconciliations with the Custodian bank and external managers’ records as set forth in Table 1 below.

Offerors may present Proposals for one or both options outlined in Table 1. The WSIB reserves the right to select different Contractors for each service. In all cases, the Contractor shall furnish all services, materials and personnel necessary to provide such services for the WSIB in compliance with any applicable professional standards established as reasonable and customary by the industry for similar services, as well as a service level agreement to be negotiated and included in the Contract.

Option 1: For all internally managed funds, the WSIB is seeking monthly portfolio verification and daily cash reconciliation services. For internally managed daily valued funds, the WSIB is seeking current day daily pricing and net asset value (“NAV”) calculations.

Option 2: For all externally managed funds, the WSIB is seeking periodic (a minimum of monthly) portfolio verification and cash reconciliation services.

See Exhibits H and I for the accounts included in Option 1 and Option 2, the services requested for each account, and holdings as of December 31, 2024. *Please note: Exhibit I, Holdings, is not attached as part of this RFP, and will only be provided to Offerors who submit a timely, signed Exhibit A, Letter of Intent.*

Table 1			
	Internally Managed Funds	Internally Managed Daily Valued Funds	Externally Managed Funds
Option 1:			
Monthly portfolio verifications and reconciliations	X	X	
Daily cash reconciliations and verifications	X	X	
Daily pricing and net asset value computations		X	
Option 2:			
Periodic portfolio verifications and reconciliations			X

2.2. PORTFOLIO VERIFICATION & SHADOW ACCOUNTING SERVICES

The selected Offeror will be responsible for providing comprehensive portfolio verification and shadow accounting services for the WSIB. These services will encompass the key responsibilities described below.

2.2.1. Portfolio Verification (including Cash Reconciliation)

Perform periodic portfolio verifications and cash reconciliations for all asset classes within the WSIB or, at minimum, for its public markets portfolio.

Verifications and reconciliations will validate that positions, transactions, and valuations align with those reported by the Custodian. The System (defined in Section 2.2.6.1.a.) should produce independent calculations from various non-custodial data sources with automated reconciliations to both the Custodian and external equity managers records (where applicable).

1. Security and Position Reconciliation: Verify that all securities held in the fund's portfolio match those reported by the Custodian. This includes ensuring that security identifiers (e.g., CUSIPs, ISINs), quantities, and descriptions are consistent between the internal records and the Custodian's data.
2. Transaction Reconciliation: Reconcile all transactions, including trades, corporate actions, income, capital gains, and expenses, with Custodian records to confirm that all transactions are accounted for accurately. This process will also include validation of trade settlement dates, trade prices, and transaction costs.
3. Valuation Verification: Confirm the accuracy of each investment's average cost and market values. This includes validating pricing from independent, external sources, verifying corporate actions (e.g., splits, mergers, dividends), and ensuring any adjustments to the portfolio (e.g., tax reclaims) are correctly reflected.
4. Income and Cash Flow Verification: Reconcile income and ensure accruals and cash flows are accurately reported. This includes confirming the accurate posting of income from dividends, interest, and other sources, as well as reconciling any discrepancies in the cash balances.
5. Automated Verification Reporting: Generate independent and automated reconciliation reports that verify trading activity, investment costs, market values, accrued and received income, principal collections, corporate actions, incoming and outgoing wire transfers, etc. Provide a detailed breakdown of discrepancies and resolutions.
6. Discrepancy Resolution: Investigate and provide resolutions for any material discrepancies between the Contractor's records and the Custodian's records, providing clear documentation of the process.

2.2.2. Shadow Accounting

Maintain an independent set of accounting records that mirror the WSIB's portfolios, capturing all transactions, assets, income, and expenses on a daily and monthly basis. This includes tracking all portfolio holdings, cash balances, income accruals, income earned by type, expenses, and other relevant financial data.

1. Transaction Processing: Record and process all transactions within the shadow accounting system, including purchases, sales, income collection and accruals, corporate actions, expenses, incoming and outgoing wire transfers, and tax-related adjustments. Each transaction should be accurately documented, with a clear audit trail.
2. Accruals and Adjustments: Accurately track and record any necessary income and expense accruals (including tax reclaims), pending security and currency trades, and other adjustments, ensuring that the shadow accounting system accurately reflects the timing and impact of such adjustments.
3. Cash Projections and Reconciliations (Option 1 only): Independently project daily cash flows including income and principal payments, incoming and outgoing wire transfers, settlement date trades, cash related corporate actions, cash transfers between accounts, and all other miscellaneous cash transactions impacting each account's NAV. Provide a daily automated reconciliation of all cash flows.
4. NAV Calculations (Option 1 only): Provide daily NAVs for three internally managed daily valued funds, to include current day holdings and accruals for each security held, by 2:30 PM Pacific Time. Provide monthly NAVs for three other unitized funds, including the commingled trust fund, commingled bond fund, and commingled equity fund.
5. Pricing (Option 1 only): Provide independent daily pricing for internally managed daily valued funds.
6. Reconciliation with Custodian and External Managers: Automated reconciliations between the shadow accounting records and the Custodian's and external manager's records. This will include validating asset values, income accruals, corporate actions, cash flows, and cash balances. Any material discrepancies must be thoroughly investigated and resolved.



7. Reporting and Transparency: Provide comprehensive reports of the shadow accounting data, including holding-level detail and activity. Reports will be transparent, with clear explanations of any discrepancies, variances, or adjustments.
8. Audit Trail: Maintain a clear and accessible audit trail for all shadow accounting processes, ensuring that all transactions, adjustments, and reconciliations can be traced for verification purposes.
9. Ad-Hoc Reconciliation Services: Provide the flexibility to conduct ad-hoc reconciliations as needed to research and address outstanding discrepancies between the shadow accounting records and the Custodian's records.

2.2.3. Reporting and Documentation:

The Contractor will Provide detailed, accurate, and timely reports including robust daily (*Option 1 only*), monthly, quarterly, and annual reporting of holdings and activity.

1. Reports must be accessible to WSIB staff on an ad-hoc basis via a web-based portal.
2. Reports must be able to aggregate funds into composite-level reporting as defined by the WSIB, without limitation.
3. Reports must be exportable in commonly recognized file formats including, but not limited to, Microsoft Excel, CSV, and PDF.

2.2.4. Ongoing Monitoring and Issue Resolution:

The Contractor will:

1. Actively monitor the accuracy and timeliness of custodian reports and transactions, flagging any inconsistencies or discrepancies.
2. Work closely with the WSIB's internal team and the custodian to resolve discrepancies and ensure proper recordkeeping.
3. Provide proactive suggestions to enhance accuracy and efficiency.

2.2.5. Conversion (if necessary):

Many of the services described in this RFP are currently being provided by a firm (the "Incumbent"). The WSIB anticipates that if the Contract is awarded to an Offeror other than the Incumbent, certain additional services will be required in order to transition verification and accounting services from the Incumbent to a new Contractor. At a minimum, those conversion services must include the following:

1. Provide conversion of data from the existing verification system and prove integrity of converted data. Contractor shall provide a conversion plan which will document the process and provide an audit trail of the conversion.
2. Conversion will commence on or about January 1, 2026, and be completed by December 31, 2026, which will include at least three months of successful parallel processing.

2.2.6. Technology and Data Security:

1. Technical Architecture:
 - a. The hosted technology solution provided by the Offeror and included as part of the Proposal (the "System") should be a flexible, scalable, web-based platform with intuitive Graphical User Interfaces ("GUIs"). The System must support easily accessing and reviewing data that is consistently accurate, timely, and comprehensive. Data reporting and exploration functions must include drill-down, drill-up, drill-across, sorting, slicing, filtering, and ad hoc query construction.
 - b. The System must export and import data using commonly recognized file formats including, but not limited to, Microsoft Excel, CSV, and PDF.
 - c. The System must work reliably with current versions of commonly used browsers, such as Microsoft Edge, and WSIB's standard platforms and operating systems. These currently include Windows 11,



WSIB's desktop operating system environment, and Microsoft Office 365, WSIB's standard desktop software.

2. **Secure Interfaces:** The Contractor will securely transfer data within the following systems and networks:
 - a. The WSIB order management systems for internally managed assets for receiving transactions and, as needed, security master data (currently Bloomberg AIM) for new purchases.
 - b. The Custodian's processing system for daily and monthly accounting reconciliation, receiving positions, cash activity, transactions and prices.
Note: it is possible the WSIB's custodian bank could change during the term of the Contract, necessitating system and/or process modifications by the Contractor to accommodate such a change.
 - c. The WSIB's external investment managers for purposes of receiving transaction, position, and valuation files for monthly reconciliation with these managers (applies only to Option 2 in Section 2.1, *Scope of Work*).
 - d. The WSIB's Local Area Network ("LAN") for application use and data entry by WSIB staff. This includes entering internally generated transactions, downloading reports, and extracting data for analysis using software tools such as Microsoft Excel.
3. **Disaster Recovery:** Reliable, consistent access to WSIB's data and reports is required. Offerors must have an established and proven plan for business continuity in emergency situations. Offerors must have a current and workable plan for recreating records and resuming limited same-day operations and regular operations within 24 hours of the occurrence of any disaster or other cause that destroys records and/or interrupts normal operation of the Offeror's systems. Offerors must provide the necessary infrastructure for data backup, recovery, and archival. The System should be able to recover all data at user-defined points in time. Archived data should be available for recovery as needed. A shadow/back-up server with a dedicated connection to the production database that is "mirrored" at least daily is required. Maintenance and support arrangements must be in place for all hardware and software platforms used in the System.
4. **Security and Access:** Provide adequate protection against unauthorized access to WSIB records. Safeguard WSIB records against potential loss or destruction by fire, theft, vandalism, storm, earthquake, or any other hazard, by retaining backup copies of electronic records in a secure location so that records can be recreated which are current at least to the end of the day preceding the occurrence of such event. The System should employ secure network protocols to interface with WSIB systems. Passwords will be required to conform to WSIB specifications. Systems supporting the service must have systems and processes in place for intrusion detection, antivirus detection, firewalls and authentication and provide any network security necessary to protect WSIB data and systems.
5. **User Access:** Support "inquiry only" data access to limited WSIB stakeholder organizations with appropriate security and access controls. Offerors must provide adequate protection against unauthorized access to WSIB records under the Offeror's control. The System must provide the ability to authenticate users, audit access and changes to data, and restrict or grant users' privileges in accessing and changing data based on their role. Offerors must provide a system-generated report on a regular cadence that identifies the permissions assigned to each user.

2.2.7. System and Process Modifications:

Offerors must be able to accommodate new funds, new investment types, additional outside investment managers, and other similar change requirements. In addition, Offerors must update and maintain processes and software tools to meet requirements imposed by future changes to state and federal statutes and regulatory requirements. Offerors must guarantee to make required changes and complete testing prior to the effective date of any relevant statutory or regulatory requirement necessitating the change, provided that the need for such change is communicated at least 30 days in advance.



2.2.8. Client Support:

Offeror's team(s) supporting WSIB must be available, at a minimum, between 7:00 AM Pacific Time and 5:00 PM Pacific Time each Business Day.

Offerors must provide initial training to WSIB personnel to enable them to fully utilize the System. Contractor shall also provide ongoing training to WSIB staff at the Offeror's home office, or at the offices of the WSIB (if requested), each time a substantial modification or enhancement to the System is made.

Offerors must invite relevant WSIB staff to participate in client conferences or similar educational activities which may be provided by the Offeror. The fees payable to Offerors for the services described in this RFP must include all registration fees, materials, and the cost of meals and refreshments provided to WSIB staff as attendees at such training sessions, client conferences or activities.

Offerors must meet with WSIB staff at the WSIB facility periodically to discuss current or future services, methods of improving the efficient use of the System, industry or technical developments impacting the investment accounting system, or other issues identified by either party requiring attention.

3. MANDATORY MINIMUM QUALIFICATIONS

Unless otherwise specified, as of the final date for Proposal submission, Offerors must meet **all** the following mandatory minimum qualifications as outlined below in order to be considered responsive to this RFP. Offerors who do not meet the following minimum requirements, or who do not comply with the material specifications, terms, and conditions of this RFP, may be considered non-responsive and may be rejected:

1. Offeror must agree to provide the minimum services as detailed in Section 2, *Statement of Work*, for the option selected as well as meet all other requirements stated in the RFP.
2. Offeror must be able to support all security types identified in Exhibit I for the option selected in the questionnaire and further described in Section 2.1.
3. Offeror's current client base must include tax-exempt institutional fund clients.
4. Offeror shall not be the Custodian. Further, if selected, Offeror would be prevented from providing custody banking services to the WSIB during the term of the Contract.
5. Any staff directly supporting WSIB's account must individually have a minimum of three years of portfolio accounting and reporting and/or related accounting systems support.
6. Offeror must provide assurance that the key professionals and/or the organization do not have, nor could potentially have, a material conflict of interest with the WSIB.

4. GENERAL INFORMATION

4.1. DEFINITIONS

- **"Apparently Successful Offeror" or "ASO"** means the Offeror selected by the 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 Federal Reserve Board.
- **"Contract"** means the written agreement between the WSIB and one or more Offerors setting forth duties, rights, obligations, and allocation of risks in performing some or all of the services described in this RFP and set forth more fully in such agreement, as a result of the solicitation process set forth herein.
- **"Contractor"** means an Offeror who enters into a Contract through this RFP.
- **"Offeror"** means an entity intending to submit or submitting a Proposal in response to this RFP.



- **“Proposal”** means all information submitted by an Offeror in response to this RFP, to include answers to questions, references, and any requested additional information to ensure required screening and evaluation is conducted.
- **“RFP”** shall mean this Request for Proposal, any addendum or erratum thereto, offerors’ written questions and the respective answers, and any related correspondence that is: (1) addressed to all offerors and (2) signed by the Executive Director, his designee, or the RFP Coordinator.

4.2. EXPECTED TIME PERIOD FOR CONTRACT

The WSIB intends to enter into a Contract with each successful Offeror with a 5-year initial term (the “Initial Term”), with three options to extend the Contract for an additional 5-year term each (i.e., up to an additional 15 years for a total term of 20 years) under the same terms (each, an “Extension Term”).

4.3. COMPENSATION AND PAYMENT

Proposed fee schedules shall be valid for the Initial Term. Extension Terms can be exercised by mutual agreement of the parties. Prior to the start of any Extension Term, the Contractor may propose a fee increase; provided, however, that such fee increase (if any) must be less than or equal to inflation as defined by changes in the Consumer Price Index for the Seattle-Tacoma-Bremerton region.

5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

5.1. WSIB CONTACT

The RFP Coordinator is the sole point of contact for this procurement action.

Throughout the duration of the procurement process, all communications are to be directed, in writing, to the contact listed below.

WASHINGTON STATE INVESTMENT BOARD
2100 EVERGREEN PARK SW, P.O. BOX 40916
OLYMPIA, WA 98504-0916
ATTN: James Gayton, RFP COORDINATOR
TELEPHONE: (360) 956-4719
E-MAIL: contracts@sib.wa.gov

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

5.2. MANDATORY LETTERS OF INTENT

“Letters of Intent” in the format of Exhibit A and set forth on the Offeror’s letterhead must be received at the WSIB by the date and time set forth in the Schedule found in Section 5.4, *Schedule of Procurement Activities*. Email transmissions are allowed as long as an authorized signature is affixed to the document. The “Letters of Intent” will be used to gauge how many Proposals the WSIB will be expecting in order to plan schedules. If a potential Offeror fails to timely submit a Letter of Intent, any Proposal submitted by such Offeror may be disqualified by the WSIB.

Only Offerors timely submitting a signed “Letter of Intent” using the form attached as Exhibit A will be provided Exhibit I, *Holdings*, and Exhibit L, *Sample Contract*.

5.3. OFFEROR QUESTIONS

All questions received by the WSIB prior to the date and time listed in Section 5.4, *Schedule of Procurement Activities*, will be responded to in writing and posted to the WSIB website at for retrieval and review. Offerors are encouraged to

check the website frequently for this posting. It is incumbent on Offerors to obtain this information once posted to ensure their Proposal is responsive.

5.4. SCHEDULE OF PROCUREMENT ACTIVITIES

The following schedule of activities (the “Schedule”) must be adhered to by all offerors.

EVENT	DATE
ADVERTISE RFP	APRIL 1, 2025
RELEASE OF RFP	<i>On or about</i> APRIL 1, 2025
PRE-PROPOSAL CONFERENCE	10:00 A.M. PT April 8, 2025 <i>Microsoft Teams Need help?</i> <i>Join the meeting now</i> Meeting ID: 250 868 798 087 Passcode: h8HJ3sB6 <i>Dial in by phone</i> <i>+1 564-999-2000,,578598344# United States, Olympia</i> <i>(833) 322-1218,,578598344# United States (Toll-free)</i> <i>Find a local number</i> <i>Phone conference ID: 578 598 344#</i>
LETTERS OF INTENT AND QUESTIONS DUE	4:30 P.M. PT APRIL 15, 2025
ANSWERS TO WRITTEN QUESTIONS POSTED TO THE WSIB WEBSITE	<i>On or about</i> APRIL 30, 2025
PROPOSALS DUE	4:30 P.M. PT MAY 15, 2025
EVALUATION TEAM RANKS AND DETERMINES SEMIFINALISTS	<i>On or about</i> SEPTEMBER 30, 2025
NOTIFICATION OF SEMIFINALISTS BY THE WSIB	<i>On or about</i> SEPTEMBER 30, 2025
INTERVIEWS & ONSITE VISITS	<i>On or about</i> OCTOBER 13-24, 2025
CONTRACT NEGOTIATIONS WITH FINALISTS	<i>Begins on or about</i> OCTOBER 27, 2025
ANNOUNCEMENT OF APPARENTLY SUCCESSFUL OFFEROR	<i>On or about</i> NOVEMBER 7, 2025
CONTRACT BEGINS	<i>On or about</i> JANUARY 1, 2026

5.5. PROCUREMENT MODIFICATION

The WSIB reserves the right to change the Schedule or modify any part of the process, prior to the date fixed for submission of Proposals, by issuance of an addendum to this RFP. After such date, the WSIB reserves the right to change the Schedule or modify any part of the process by providing written notice to Offerors who (a) timely submitted a Proposal and (b) have not been disqualified by the WSIB.

The WSIB also reserves the right to cancel or reissue the RFP 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 RFP, addenda will be posted on the WSIB website. Offerors are advised to check the site regularly prior to the due dates listed.

5.6. PROCUREMENT INSTRUCTIONS

5.6.1. Submitting Proposals

Please send an electronic copy of your Proposal to contracts@sib.wa.gov. The Proposal should be clearly labeled with the firm's name and "RFP 25-05 Portfolio Verification Services." Please include the full version of the complete Proposal marked as "Master Copy." The Proposal should be in Adobe Portable Document format (.pdf) with an available text layer (i.e., not flattened into an image). Please do not submit Proposals as an Adobe portfolio or in any locked format.

The completed electronic version of your Proposal must be delivered by the date and time listed in the Schedule. Earlier Proposals are welcome, but **any Proposal delivered after the deadline may be disqualified**. If multiple Proposals are submitted without clear instruction from the Offeror otherwise, the WSIB will evaluate the last received in time.

5.6.2. Offeror Confidential Information

If a Proposal contains information the Offeror considers confidential and proprietary, please mark it as such and include a second electronic version of the Proposal labelled "Copy for Reproduction" with the confidential portions redacted or omitted. Delete only sections or passages of "confidential" information, not the entire page, unless the entire page can be deemed "confidential."

This electronic version will be used as the starting point for any Public Records Requests made for a copy of such Proposal. Where sections of confidential information have been deleted in this electronic version, insert this parenthetical text: "(CONFIDENTIAL INFORMATION REMOVED)" in at least 24-point bold-faced type. 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 Summary Letter pursuant to Section 5.6.3, *Information and Format Requirements*. Proposals not marked "Confidential" are subject to full disclosure under the Washington State Public Records laws, as will be any Proposals marked "Confidential" in their entirety. For more complete information on the treatment of public records and confidential information, please see Section 5.7, *Proprietary Information*.

The WSIB reserves the right to retain all Proposals and accompanying documentation submitted and to use any ideas contained in Proposals regardless of whether that Proposal is selected for award. Proposals retained shall become the property of the WSIB and will not be returned. Submission of a Proposal constitutes acceptance of all conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed and expressly accepted in the Contract between the firm and WSIB.

5.6.3. 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 Proposal to this RFP. The RFP and exhibits are available at the WSIB website www.sib.wa.gov and should be downloaded for preparation of your Proposal. Offerors are encouraged, but not required, to use the forms provided as exhibits to the RFP. If other exhibit forms attached hereto are not utilized for responding, it is nevertheless mandatory that the same format be retained when drafting Offeror's proposed approach to accomplishing the services to be provided in Section 2, *Statement of Work*.

Offerors are encouraged to describe the ways in which its service is unique or would add particular value to the WSIB. Please be succinct in the Proposal and, if certain services described in this RFP cannot be provided, please so state when appropriate. Proposals must (i) include answers to all questions, (ii) comply with all requests for information to permit full and fair evaluation, and (iii) be separated into the following parts:

SECTION 1: Summary Letter

Please provide a 1-to-2-page, stand-alone summary letter of the contents of the Offeror's Proposal including all the subsection topics set forth therein (the "Summary Letter"). Please identify the portions of the Proposal claimed as confidential. DO NOT simply make reference to sections of the overall Proposal.

SECTION 2: Minimum Qualifications Certificate

Using the form of Exhibit B and with supplemental pages as needed, please set forth a full explanation of how each mandatory minimum qualification is met by Offeror. A mere conclusory assertion that a mandatory qualification is met is insufficient and may result in disqualification of the Proposal.

SECTION 3: Offeror Certifications and Assurances

The Certifications and Assurances form, Exhibit C, must be signed by someone with the legal authority to bind the Offeror to a contract.

SECTION 4: General Information

Complete and include the General Information and Contact Sheet attached as part of Exhibit D by providing the following information:

- Name, mailing address, phone number, and fax number of legal entity with whom the Contract is to be written. This should be the full legal name and not a trade name or “doing business as” moniker.
- Name, mailing address, phone number, fax number, and email address of at least primary contact for purposes of the administration of this RFP.
- Name, mailing address, and phone number(s) of up to 4 of the principal officers of the Offeror.
- Legal status of Offeror (e.g., sole proprietorship, partnership, corporation, etc.). Again, this needs to be for the legal entity identified as a party to the Contract.
- Federal employer identification number.
- Washington State Department of Revenue Registration Number (“UBI” number) if available.

SECTION 5: Questionnaire

Offerors should complete and include the Questionnaire attached as part of Exhibit E with all appendices. Please take care to fully read the questions provided. If an Offeror is unclear about the intent of a question or the content of a specific response, please reach out to the RFP Coordinator prior to the date and time listed for questions in the Schedule.

Please note that additional sheets may be necessary to adequately respond to the Questionnaire. If an Offeror chooses not to use the Questionnaire form provided with this RFP, please include each numbered question as it appears in the Questionnaire. If any page limits are provided, the WSIB reserves the right to only consider and evaluate the portion of an answer falling within such limit.

SECTION 6: Proposed Fees

The compensation for providing services and advice under this RFP shall be subject to negotiation based on the Offeror’s Proposal. Other expenses shall be affixed at the proposed fees accordingly.

The fee proposed must provide the information, and be completed in the format, set forth in Exhibit F. Please note that the total fees to be provided are for the *entirety of the Initial Term* of the Contract (i.e., for a 5-year term) but only for the services relevant to the option selected by Offeror (see, Section 2.1). The services included in (1) the scope of the option(s) Offeror has included in its Proposal and detailed in Section 2, *Statement of Work*, and (2) the questionnaire of this RFP, must be used to form the basis for the proposed fee. Front loading of fees is not permitted. In no case will fees for the Contract be higher than the fee contained in the Proposal. Fees associated with the conversion of these services from the Incumbent to Offeror must also be included (see, Section 2.2.5., *Conversion*).

SECTION 7: References

Please provide a listing of relevant references utilizing Exhibit G. Although not required, please include at least two public pension funds most similar in scope and purpose as the WSIB. A minimum of five (5) references should be provided.

SECTION 8: Supplemental Information

Each Offeror may present any supplemental information which the Offeror deems appropriate. The Offeror may also provide supporting documentation, as necessary, for evaluators to determine relevance and value of the information provided in the other sections of the Proposal.

SECTION 9: Proposed Contract Changes (if any)

Please provide a “redline” document in Word format of Exhibit L, *Sample Contract*. As indicated elsewhere in this RFP, Exhibit L will be provided to Offerors who timely submit a Letter of Intent (see, Exhibit A). It is strongly recommended that Offeror’s legal counsel review the sample contract. The WSIB’s intent is to have Exhibit L accepted as presented without material changes.

Further, the WSIB expects that the final Contract(s) for the services described in this RFP will include service level commitments from the Contractor(s). At a minimum, please include proposed covered services and performance targets/metrics, and consequences.

5.7. PROPRIETARY INFORMATION

All material submitted in Proposal to this RFP shall become the property of the WSIB. Such material is subject to Public Records requests pursuant to Washington’s Public Records Act (“PRA”), 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: https://www.sib.wa.gov/docs/policies/2_00_250.pdf

All materials submitted will be treated as confidential and exempt from disclosure until the successful Offeror(s) resulting from this RFP, if any, is announced by the WSIB. Thereafter, those materials are subject to disclosure, unless it has been properly designated as confidential ***and*** such material is in fact exempt from disclosure under Washington laws. In general, unless particular material has been properly designated as confidential ***and*** exempt from disclosure under Washington laws, such materials will be deemed public records and subject to public records requests.

If an Offeror seeks to designate portions of its Proposal 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 the Summary Letter. The Summary Letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. The generally available exemptions from disclosure are noted in the WSIB’s public records policy. In addition, each page claimed to be exempt must be specifically and clearly identified by the word “CONFIDENTIAL” printed on the page. **Designating the entire Proposal as confidential or proprietary information is not acceptable and will not be honored.**

WSIB will consider all requests for exemption from disclosure; however, the agency will make a decision predicated upon RCW 42.56.040 -.570 and current WSIB Public Records Policy. In so doing, WSIB will exercise good faith in responding to requests for disclosure of public records, will not discriminate between persons requesting records, and will protect legitimate and legally defensible confidentiality interests.

If any of the specifically requested information is marked as “confidential” in the Proposal but in the opinion of the WSIB does not conform to any one of the enumerated exemptions from disclosure in Chapter 42.56 RCW, such information will not be made available until three (3) Business Days after the affected Offeror has been notified that the information has been requested, to permit the Offeror an opportunity to contest the release of records sought in the Public Records request by seeking an injunction (court order).

Should an Offeror obtain a court order from a court of competent jurisdiction prohibiting disclosure of parts of its materials, the WSIB will comply with the court order. The burden is upon an 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 three (3) Business 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 and providing proper notice thereof, 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.

5.8. RECORDS RETENTION

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

5.9. PREPARATION AND TRAVEL COSTS

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

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

5.10. PROPOSAL EVALUATION

5.10.1. Evaluation Process

The ranking of Offerors' Proposals will be based upon the quality and completeness of the response, an Offeror's ability to meet WSIB's needs, cost of proposed services, and any subsequently requested materials. Proposals will be reviewed by evaluators who are representatives of the WSIB. The evaluators will rank written Proposals and select a small group of Offerors as semifinalists to complete interviews and System demonstrations. Thereafter, one or more finalists will be selected for contract negotiations.

The selection will be accomplished through the following process.

- A. Initially, the WSIB will review each Proposal for compliance with the minimum qualifications listed in Section 3 for responsiveness. Nonresponsive Proposals will be rejected from further consideration. The WSIB will make the final determination on all Proposal rejections.
- B. Proposals meeting the mandatory minimum qualifications will then be reviewed and ranked by the WSIB evaluation team. The list of considerations (in order of importance) includes the following:
 1. Quality of the solution offered and overall fit with WSIB's needs.
 2. Experience, depth, stability, and capacity of the firm.
 3. Quality and capacity of assigned staff.
 4. Technology and cybersecurity considerations.
 5. Proposed fees.
- C. Following the selection of semifinalists based upon the written Proposal, the WSIB will conduct onsite visits. Requirements will be provided when these visits are scheduled but are expected to include oral presentations and demonstrations of Offeror's System for WSIB staff visiting in person, as well as staff who will participate remotely. Each of these semifinalist interviews are likely to require more than one day.
- D. Following all such onsite visits and demonstrations, the WSIB will select one or more of the semifinalists for contract negotiations. Exhibit L and the edits (if any) requested by the selected finalists will serve as the starting point for these negotiations.

- E. A combination of the evaluations from the oral interviews, solution demonstrations, onsite visits, and contract negotiations will be used to select the Apparently Successful Offeror(s) from the finalists that, in the opinion of the WSIB staff, best meet the needs of the WSIB.

Throughout the selection process, WSIB reserves its sole discretion in awarding the Contract. WSIB reserves the right: (i) not to select any Proposal; (ii) to accept a Proposal other than the lowest cost Proposal submitted; (iii) to accept a Proposal other than the highest ranking written 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 WSIB also reserves the right to select more than one Offeror's Proposal.

The WSIB reserves the right, at its sole discretion, to reject, without penalty, any and all Proposals received. The final selection, if any, will be the Offeror, which, in the opinion of the WSIB, best meets the requirements set forth in the RFP and is in the best interest of the WSIB, and Washington State, and may not be the lowest cost Proposal.

In addition, pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03, the WSIB will evaluate Proposals for Offerors who certify, pursuant to the certification included in this RFP that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Offerors that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified from evaluation of this RFP.

5.11. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, an addendum or amendment will be posted on the WSIB solicitations page found at: [Jobs & Searches \(wa.gov\)](#), as well as the [Washington Electronic Business Solution \("WEBS"\)](#).

6. WSIB RIGHTS

6.1. INFORMATION CLARIFICATION/REJECTIONS

Determination of clarity and completeness in the information requested under this RFP and contained in a Proposal will be made solely by the WSIB. The WSIB reserves the right to require or request clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

6.2. CONTRACT AWARD

The WSIB intends to award a Contract to one or more Offerors with the best combination of attributes based on the evaluation criteria listed throughout this RFP.

The WSIB reserves the right to make an award without further discussion of the Proposals submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Offeror can propose.

The Offeror should be prepared to accept this RFP for incorporation into a Contract. Contract negotiations may incorporate some or all of the Offeror's Proposal. It is understood that the Proposal 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 the Apparently Successful Offeror, the WSIB reserves the right to negotiate and contract with the next most qualified Offeror. The WSIB also reserves the right to contract with more than one Offeror.

6.3. WAIVERS

The WSIB reserves the right to waive specific terms and conditions contained in this RFP or immaterial errors in a Proposal. Any waiver, if granted, will be granted to all Offerors.

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

7. MISCELLANEOUS TERMS AND CONDITIONS

7.1. SUCCESSFUL OFFEROR NOTIFICATION

On or about the date specified in the Schedule, an email indicating whether or not the Offeror was selected as the Apparently Successful Offeror will be sent to each Offeror in accordance with the procedures specified in this procurement. The WSIB will be providing interim notice to semifinalists only.

7.2. COMPLAINTS

This RFP offers a complaint period for Offerors wishing to voice objections to the process described herein. The complaint period ends five (5) Business Days before the Proposal due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes. Failure by an Offeror to raise a complaint at this stage shall waive its right to raise the objection for later consideration. The WSIB will consider complaints but is not required to modify or cancel the RFP. If complaints result in changes to the RFP, written amendments will be issued and posted as described above.

A complaint may be based only on one or more of the following grounds:

- The RFP unnecessarily restricts competition;
- The RFP evaluation or scoring process is unfair or flawed; or
- The RFP requirements are inadequate or insufficient to prepare a Proposal.

A complaint must:

- Be submitted to and received by the RFP Coordinator no less than five (5) Business Days prior to the deadline for bid submittal; and
- Be in writing.

A complaint should clearly articulate the basis of the complaint and include a proposed remedy.

When a complaint is received, the RFP Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for Proposals, unless more time is needed. The WSIB is required to promptly post the Proposal to a complaint.

The RFP Coordinator's Proposal to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period described below. Furthermore, any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator prior to bid submittal shall be deemed waived for protest purposes.

7.3. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Any Offeror who has submitted a Proposal and been notified that they were not selected as an Apparently Successful Offeror may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) Business Days after such notice.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Offeror's Proposal, and
- Critique of the requesting Offeror's Proposal based on the evaluation.

Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty minutes.

7.4. PROTEST PROCEDURE

Protests may be made only by Offerors who submitted a Proposal to this RFP and participated in a debriefing conference. Upon completing the debriefing conference, an Offeror is allowed five (5) Business Days to file a protest of the results with the RFP Coordinator. Protests may be submitted by e-mail.

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

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFP number, the grounds for the protest with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in computing the score
- Non-compliance with procedures described in the RFP

Upon receipt of a protest, the RFP Coordinator will forward it to a WSIB Protest Officer, who will be an employee delegated who was not involved in the solicitation. The Protest Officer will consider the record and all available facts and issue a decision within five (5) Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Offeror that also submitted a Proposal, such other Offeror will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the WSIB's action; or
- Find only technical or harmless errors in the WSIB's process and determine the WSIB to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the WSIB options, which may include:
 - Correct the errors and re-evaluate all Proposals, and/or
 - Reissue the RFP and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the WSIB determines that the protest is without merit, the WSIB will enter into a Contract with the Apparent Successful Offeror. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

7.5. STAY OF CONTRACT EXECUTION DURING PROTESTS

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

7.6. SMALL & DIVERSE BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, and WSIB Administrative Policy 4.60.300, the State 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 Proposal 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 nor



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

Exhibit L, *Sample Contract*, of this RFP is the special and general terms and conditions of the Contract the WSIB expects the ASO(s) to agree to for the services described above and in its Proposal. As indicated above, Offerors that timely submit a Letter of Intent will be provided with an electronic copy of Exhibit L.

The submission of a Proposal constitutes acceptance by the Offeror of the special and general terms and conditions unless otherwise noted in the Proposal.

The WSIB's intent is to have Exhibit L accepted as presented without material changes. It is strongly recommended that Offeror's legal counsel review the attached contract. If an Offeror is unwilling or unable to accept such terms, all revisions or exceptions to such terms must be included in a revised markups or "redline" of Exhibit L provided in Word format. However, the WSIB reserves the right at its sole discretion to approve or disapprove proposed changes to the Exhibit, and the WSIB, during the RFP process, reserves the right to make additional changes to the Contract.

Further, the WSIB expects that the final Contract(s) for the service described in this RFP will include service level commitments from the Contractor(s).