



OHIO DEFERRED COMPENSATION

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM

**OHIO DEFERRED COMPENSATION
REQUEST FOR PROPOSALS (RFP)
FOR
COMPREHENSIVE SECURITY ASSESSMENT AND CONSULTING SERVICES**

Issue Date: December 16, 2020

Written Question Deadline: January 15, 2021

Proposal Deadline: 12:00 PM EST, February 12, 2021
Ohio Deferred Compensation
Doug Lepper
257 E. Town St., Suite 400
Columbus, OH 43215-4623

RFP Contact: Doug Lepper
Information Technology Manager
Phone: 614-466-7245
Fax: 614-728-2601
Email: rfp@OhioDC.org

Description: The Ohio Deferred Compensation Program is requesting proposals for a consultant to provide comprehensive security assessment and consulting services. A copy of this RFP can be obtained from the Ohio Deferred Compensation website at OhioDC.org. Until the expiration date of this solicitation, it is incumbent upon the Vendor to check the website for additional information and/or addendums. RFPs can also be obtained from Ohio Deferred Compensation, 257 E. Town St., Suite 400, Columbus, OH 43215-4623. If you have any questions, please call 614-466-7245.

Written questions regarding the substance of the RFP or scope of services must be submitted via email to the contact listed above no later than January 15, 2021.

Sealed proposals are due prior to February 12, 2021 as indicated above and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. Late proposals will not be accepted—NO EXCEPTIONS.

Summary of Key Items Required for a Valid Proposal

1. Transmittal Letter affirming authorized representative.
2. One original proposal, 3 hard copy proposals, and one electronic copy (Technical Proposal only) are due prior to 12:00 PM EST, February 12, 2021 as indicated above and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. The electronic copy of the proposal can be sent to rfp@ohiodc.org.
3. Separate sealed hard copy of the cost proposal.

Late proposals will not be accepted

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I. CALENDAR OF EVENTS

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

12/16/2020	Release of RFP
01/06/2021	Deadline for Submission of Letter of Intent
01/15/2021	Deadline for receipt of written questions regarding this RFP
01/22/2021	Responses to all written questions will be emailed to all vendors that submit a Letter of Intent
02/12/2021	Deadline for receipt of completed proposals
02/19/2021	Vendor selected
03/05/2021	Contract negotiations and draft contract complete

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

II. INTRODUCTION

The Ohio Public Employees Deferred Compensation Board (Board) is seeking proposals to provide comprehensive security assessment and consulting services to the Ohio Public Employees Deferred Compensation Program (Program). The Consultant must be available to provide the first system vulnerability scan before March 31, 2021. The complete security assessment will begin on or about June 01, 2021.

The Board operates through its Executive Director and staff, and references to the Board in the RFP should generally be construed as such for day-to-day operations and reporting. The Board meets six times per year, in alternating months, in addition to an annual strategic planning meeting. The selected consultant will be required to present a high-level overview of the results of the security assessment at a regularly scheduled Board meeting (typically in November).

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

III. BACKGROUND AND GENERAL INFORMATION

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

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

Currently, more than 2,100 different public employers throughout Ohio participate in the Program. Total Program assets exceed \$17 billion and more than 200,000 participant accounts.

Enrollment, education, and customer service are provided by Nationwide. The Board has contracted with Nationwide for the period of July 1, 2014, through June 30, 2022, to be the exclusive provider of these services. As the Program's educator and enroller, Nationwide develops, designs, prints, and distributes all promotional and educational materials. The Program is a unique organization because Nationwide does not perform recordkeeping or select investment options. Daily recordkeeping is completed in-house on the Program's cloud-based computer systems. Participant information and activity are accessed by Nationwide using the Program's systems.

Security Assessment History

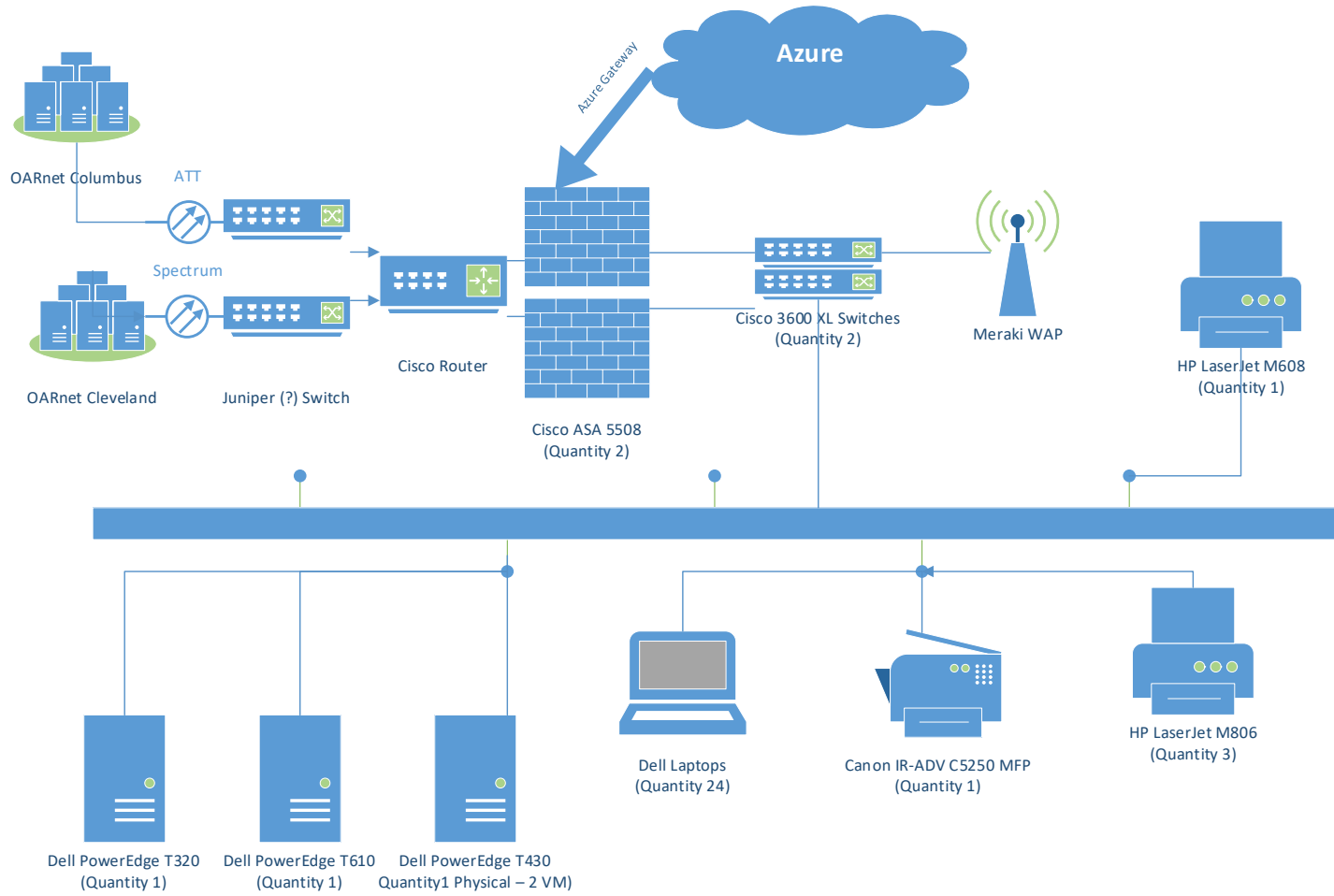
Beginning in 2007, the Program implemented a policy requiring Staff to complete a comprehensive security assessment every two years, to review the Program's internal controls and security of the information systems. As a result, security assessments were completed in 2007, 2009, 2011, 2013, and 2015. Due to the rapid advancement of technology and increase in external security threats, the Board and Staff modified the policy to require annual security assessments and quarterly vulnerability scans beginning in 2016.

Hardware and Software

Ohio DC utilizes an internal Ethernet local area network (LAN) with three Dell PowerEdge servers. The Dell servers perform as domain controllers and file servers. The internal LAN is connected to the internet using the State of Ohio's OARnet's fiber-optic backbone. A 100 MB circuit provided by ATT is used as Ohio DC's primary internet connection and a 50 MB circuit provided by Spectrum serves as a backup connection. The two circuits are connected to separate switches configured with automatic failover. In addition, there are two Cisco firewalls in place to provide redundancy. The diagram below provides more details about Ohio DC's current technology architecture.

Ohio DC has engaged the services of Perspecta and DXC to modernize the Program's recordkeeping system. The new Ohio Recordkeeping Information System (ORIS) was completed in March 2019 and a new participant web portal (PWP) was added in January 2020. Both ORIS and the PWP are Microsoft .Net based applications and hosted in Microsoft Azure.

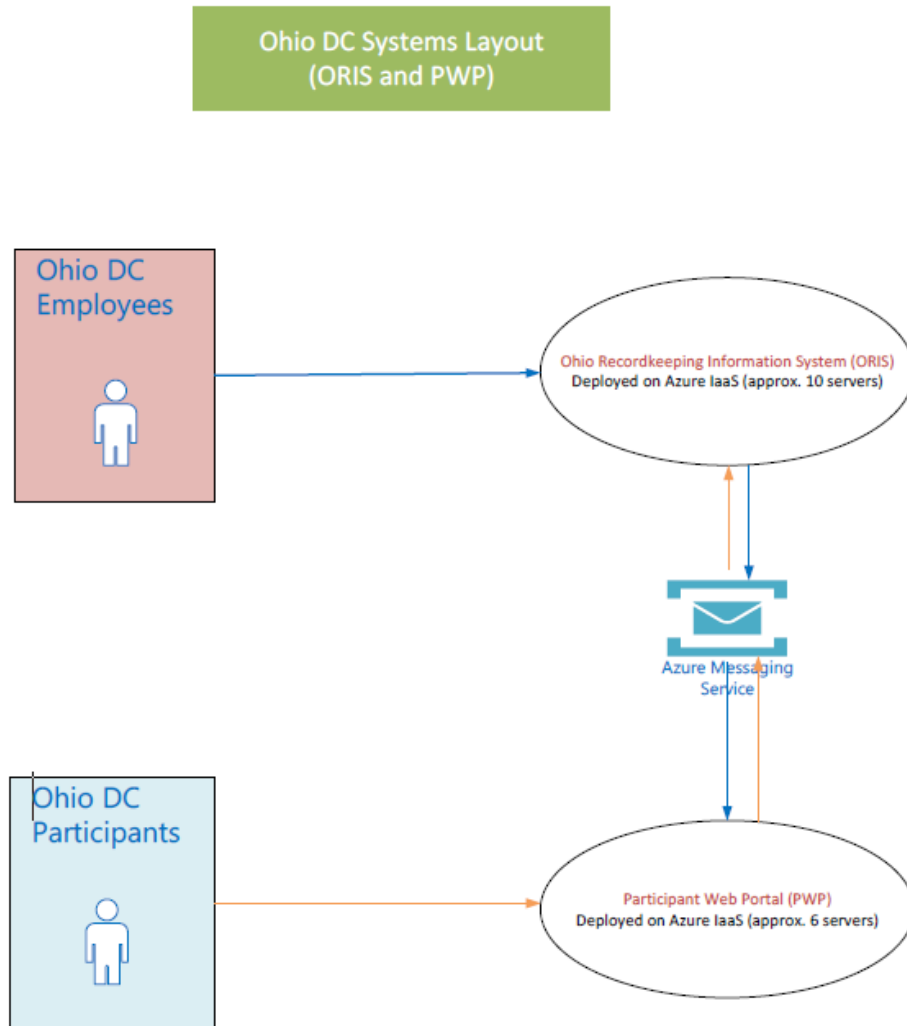
On Premise Network Diagram



OHIO DC On Premises Network
12/01/2020

Microsoft Azure Cloud

As can be seen from the above diagram, the Ohio DC on premise network connects to Azure over a site-to-site Virtual Private Network (VPN) connecting the Cisco ASA appliances to an application gateway within Azure. The Azure cloud uses an N-tier architecture that includes a presentation layer, application layer, and a database layer. A high-level diagram is below. The selected vendor will be provided more detailed architecture information.



IV. SCOPE OF SERVICES

Ohio DC seeks a Vendor to provide a comprehensive security assessment for the Program. The assessment will contain, at a minimum, the services listed below. If the vendor recommends additional services, they should be identified as such.

1. Quarterly Vulnerability Scans

The selected vendor will conduct a network vulnerability scan each quarter. The purpose of this scan is to identify internal and external vulnerabilities using a commercially available vulnerability scanning tool. The vendor will supply a summary report to Ohio DC identifying any vulnerabilities including the risk level of each finding (Example: critical, high, medium, low) and recommend appropriate remediations. The vulnerability scan should assess both internal and external (internet) network.

2. Annual Network Security Assessment

The vendor will complete an annual security assessment that will include, at a minimum, the reviews listed below:

- Security Policy Review

The vendor will review Ohio DC's security policy and make recommendations for improvements.

- Physical Security Review

The opportunity for network attacks is significantly greater if a bad actor has access to the physical office. It is important that the hardware, technology, and practices that safeguard the physical assets within the Ohio DC office provide adequate protection. This includes protection of equipment, files, and other hardware. The vendor will review Ohio DC's physical security and make recommendations for improvements.

- Internet Penetration Testing

The scope of the internet penetration testing requires that the vendor attempt to penetrate Ohio DC's external (Internet) presence. The results of the penetration testing will be provided and include any recommendations for strengthening external access.

- ORIS Penetration Testing

The vendor should complete a penetration test of the recordkeeping system (ORIS) to attempt to penetrate the system from within the Ohio DC network. The results of the penetration testing will be provided and include any recommendations for strengthening ORIS access.

- Remote Access Security Testing (including VPN)

The vendor will complete a review of remote access security devices focusing on any vulnerabilities found in users point to site VPN access.

- Network Architecture Review

The vendor should complete a review of Ohio DC's network architecture and identified vulnerable configurations.

- Firewall Diagnostic Review

The vendor will review Ohio DC's firewall configuration files and rulesets and compared them to industry best practices to identify weaknesses and opportunities for further securing the organization.

- Security Awareness and Training Review

The vendor will review Ohio DC's security awareness program including quarterly staff security training, monthly phishing testing, and other communications provided to the staff. The vendor will examine the completeness and effectiveness of these programs and make recommendations for improvements

- Incident Response Program Review

Ohio DC has both an incidence response plan and a disaster recovery / busines continuity plan. The vendor will review these plans and make recommendations for improvements.

3. Annual PWP Application Security Review

The vendor will conduct an information security assessment of the PWP to identify any security exposure from both unauthenticated and authenticated users. The review should include proof of vulnerabilities and recommendations for the remediation of any identified risks.

4. Annual PWP Security Code Review

The vendor will complete a review of the PWP's source code and identify security-related weaknesses (flaws) in the code. The review should, at a minimum, focus on OWASP top 10 and MITRE top 25 application security risks. More information can be found at the following sites:

OWASP Top 10: <https://owasp.org/www-project-top-ten/>

MITRE Top 25: http://cwe.mitre.org/top25/archive/2020/2020_cwe_top25.html

5. Annual Risk Assessment

The vendor will complete a comprehensive risk assessment leveraging the NIST Cybersecurity framework and the SPARK Data Security Industry Best Practice Standards. The SPARK Institute is a member-driven, non-profit organization and leading voice in Washington for the recordkeeping industry. The members of SPARK have developed a set of cybersecurity best practices standards and the goal of Ohio DC is to follow the standards as closely as possible. Ohio DC completed our first risk assessment based on these standards in 2019 and we are working towards mitigating the deficiencies found in this assessment. More information about the SPARK best practices can be found at:

<https://www.sparkinstitute.org/pdf/SPARK%20Data%20Security%20Industry%20Best%20Practice%20Standards%209-2017.pdf>

6. Information Technology Strategic Plan

Ohio Deferred Compensation's current information technology strategic plan was developed in 2008. One of the recommendations from the 2019 risk assessment was to develop and maintain an IT strategic plan to prioritize projects and initiatives that provide the greatest impact to the organization. A primary goal of the plan is to engage stakeholders across the organization and allow for support/buy-in from upper management.

V. TECHNICAL PROPOSAL

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

All proposals must restate each item in the Technical Proposal and record your company's response directly below the item. Responses should be provided in order and reference the corresponding item number. Please contact Doug Lepper (dlepper@ohiodc) or visit OhioDC.org to obtain an electronic version of this document to assist in preparing your responses.

COMPANY INFORMATION

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

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

4. Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement as (type of) Vendor, and any organizational aspects that uniquely qualify the firm for this assignment.
5. Describe your firm's lines of business and the approximate contribution of each business to your organization's total revenue. If your firm is an affiliate or subsidiary of an organization, state what percentage of the parent firm's total revenue your affiliate or subsidiary generates.
6. Is your company a subsidiary or affiliate of another company? Give full disclosure of all direct or indirect ownership and type of relationship with affiliate companies, including the business nature of each.
7. Describe any significant developments in your organization within the last three years, such as changes in ownership, personnel reorganization, and staff departures.
8. Describe any near-term changes in your organization's basic ownership structure or any other significant changes in your organization that you anticipate.
9. In the last five years, has your company had a contract terminated by a client for cause? If so, by whom and under what circumstances? Provide the name and telephone number of each client that has terminated your company's services. Explain the circumstances for termination.

10. State whether your firm or an affiliate provides services that could be considered a conflict of interest.
11. Provide a current list of five comparable clients, including name, contact, telephone number, and the product(s) or services the client uses. The Program may contact any of these clients as references.
12. Describe the broadest range of services you provide to clients.
13. Provide the resumes of all principals, other professionals, and support employees expected to be assigned to this account. Include their length and type of experience in pension consulting/advising services, length of employment with current firm, and any specialty expertise they possess.
14. Please indicate whether your company maintains insurance coverage for data breaches. If it does, indicate the general terms and amount of coverage provided. Detail the procedures you would take if a participant data breach occurred. What remedial action would you take to address a data breach?

SERVICE PROPOSAL

Fully describe how your company intends to provide comprehensive security assessment and consulting services as described in the Scope of Services.

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

Provide a one-page executive summary that highlights your customer service approach, and why your organization can best provide these services.

VI. GENERAL CONDITIONS

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

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

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

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

Amendments to RFP

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

Bid Requirements

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

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

VII. CONTRACT REQUIREMENTS

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

Miscellaneous Provisions:

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

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

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

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

4. **CONFIDENTIALITY.** The Vendor shall not discuss or disclose any participant-related information or material obtained pursuant to its obligations under this Agreement without the prior written consent of Ohio DC. The Vendor shall take reasonable precautions to guard the confidentiality of Ohio DC records and information furnished by Ohio DC. The Vendor agrees that all confidential material received is proprietary to Ohio DC, and the Vendor shall not copy, duplicate, disclose or otherwise use any such material and/or information, except upon presentation of appropriate documentation as may be necessary to perform the Services contemplated by Ohio DC order(s) or upon presentation of appropriate documentation with the written consent of the Ohio DC or unless such information is otherwise in the public domain. The Vendor agrees that it will not use any information concerning individual Ohio DC participants, information collected under the contract or other Ohio DC data for any purpose other than to fulfill its duties under the Agreement. The Vendor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Vendor wherein Ohio DC's name is mentioned, or language used from which a connection with Ohio DC may be reasonably inferred, without the prior, written consent of Ohio DC.
5. **TERMINATION FOR BREACH, BANKRUPTCY OR INSOLVENCY.** If, at any time during the existence of the contract, the Vendor fails to observe or perform any term, condition, stipulation, agreement, provision, or obligation of the Vendor hereunder or becomes insolvent, or if an application or petition in bankruptcy is filed by or against the Vendor, the Vendor shall be in default of the contract. Any failure by the Vendor in this respect may constitute an active breach of the contract.
6. **LIABILITY.** The Vendor agrees to hold harmless and indemnify the State of Ohio, the Board, Ohio DC, the participants, the Board members, and its employees harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights, and trademarks. The Vendor shall bear all costs associated with defending Ohio DC and the State of Ohio against any claims described herein. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
7. **TERMINATION.** Ohio DC may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing sixty (60) days written notice to the Vendor. In the event that the Services **includes** divisible services, Ohio DC may, at any time prior to completion of the Services, by giving written notice to the Vendor, suspend or terminate any one or more such portions of the Services. The Vendor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under the contract, suspend or terminate all subcontracts relating to the suspended or terminated Services, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Ohio DC, furnish a report, as of the date the Vendor receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting there from, and any other matters Ohio DC requires. The Vendor shall be paid for Services rendered up to the date the Vendor received notice of suspension or termination, less any payments previously made, provided the Vendor has supported such payments with detailed factual data containing Services performed and hours worked. In the event of suspension or termination, any payments made by Ohio DC for which the Vendor has not rendered services shall be refunded. In the event the contract is terminated prior to completion of

the Services, the Vendor shall deliver to Ohio DC all work products and documents which have been prepared by the Vendor in the course of performing the Services. All such materials shall become, and remain the property of, Ohio DC, to be used in such manner and for such purpose as Ohio DC may choose. The Vendor agrees to waive any right to, and shall make no claim for, additional compensation against Ohio DC by reason of any suspension or termination.

8. **SUCCESSORS AND ASSIGNMENT.** Neither the contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Vendor, without the written consent of Ohio DC. Any assignment, pledge, sub-contract, or hypothecation of right or responsibility to any person, firm, or corporation shall be explained fully and detailed in the proposal.
9. **GOVERNING LAW.** The contract shall be governed by and be construed in accordance with the laws of the State of Ohio. Any provision of the contract arising hereunder is severable if that provision is in violation of the laws of the State of Ohio or the United States or becomes inoperative due to changes in State or Federal law, or applicable State or Federal regulations. The Vendor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio. The Vendor must subscribe to the Ohio Ethics laws regarding business conducted with a State Board.
10. **NON-DISCRIMINATION CLAUSE.** The Vendor agrees that their employee(s), and subcontractor(s), and any person acting on behalf of Vendor or subcontractor(s), will not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services under this contract. The Vendor further agrees that Vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services under this contract on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
11. **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** The contract may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to the contract hereto. A waiver by any party of any breach or default by the other party under the contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
12. **CONFLICTS OF INTEREST.** No personnel of the Vendor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the services shall prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Ohio DC in writing. Thereafter, he or she shall not participate in any action affecting the services, unless the Ohio DC shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
13. **ETHICS COMPLIANCE.** The Vendor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor

further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

14. **AUTHORIZATION, LICENSING, AND ACCREDITATION.** The Vendor shall be authorized to do business in the State of Ohio prior to the effective date of the contract. The Vendor shall comply with all applicable laws, including licensing requirements of the State and Federal government and with applicable accreditation and other standards of quality generally accepted in the field of the Vendor's activities. The Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current and in good standing. If at any time during the term of this contract, the Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, the Vendor will immediately notify the Ohio DC in writing and will immediately cease performance of the services.
15. **BOYCOTTING.** Pursuant to R.C. 9.76(B), the Vendor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the contract.
16. **SECURITY.** The Vendor will adhere to best practices on cyber security and will maintain an updated Type 2 SOC 2 report and provide a current SOC 2 to Ohio DC upon request. The Vendor agrees to notify Ohio DC immediately upon determination of any breach. Any breach may be considered cause for immediate termination of the contract. The Vendor will cooperate with Ohio DC's insurance provider regarding an investigation of any breach of client data. A breach shall be defined as a confirmed compromise, intentional or otherwise, of a system or process within the authority or control of the Vendor that results in unauthorized acquisition, disclosure, loss, modification, or use of unencrypted Personal Data, or encrypted data where the encryption key has also been compromised. Personal Data is defined by applicable law but is generally any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person.
17. **INSURANCE.** Until all obligations under this Agreement are complete, and without limiting the Vendor's indemnification obligations herein, the Vendor agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least "A," or a comparable rating agency. The Vendor shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Section.
 - A. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Ohio DC. No representation is made by Ohio DC that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of the Vendor under this Agreement. The Vendor's insurance coverage shall be at least as broad as the following:
 1. Commercial General Liability (CGL): written on an "occurrence" basis, including general liability, professional liability, errors, and omissions/cyber

risk coverage with limits no less than \$5,000,000 per occurrence. Defense costs shall be outside the policy limits.

- B. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:
1. **ADDITIONAL INSURED STATUS.** Except for Workers' Compensation and Professional Liability insurance, Ohio DC, its officers, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor's including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Vendor's insurance.
 2. **PRIMARY COVERAGE.** For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Ohio DC or its officers, officials and employees shall be excess of the Vendor's insurance and shall not contribute with it.
 3. **UMBRELLA OR EXCESS INSURANCE POLICIES.** Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
 4. **NOTICE OF CANCELLATION.** The Vendor shall provide Ohio DC with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter Ohio DC's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
 5. **WAIVER OF SUBROGATION.** The Vendor hereby grants to Ohio DC a waiver of any right to subrogation which any insurer of the Vendor may acquire against Ohio DC by virtue of the payment of any loss under such insurance. The Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Ohio DC has received a waiver of subrogation endorsement from the insurer.
- C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Deductibles and self-insured retentions must be declared to and approved by Ohio DC. Ohio DC may require The Vendor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or Ohio DC.
- D. **CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services. The Discovery Period must be active during the Extended Reporting Period.

VIII. COST PROPOSAL

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

Your Cost Proposal must include total projected fees charged to the Program, in each of the three years of the anticipated contract, based on the proposed projected service. The Cost Proposal should be detailed and complete in all respects and provide all the information the Program would need to calculate fees to be paid to the Vendor based on the variables contained within the proposed fee structure. If the Program decides to significantly change the level of service from those proposed, the Cost Proposal must provide a sufficient itemized breakdown so the Program can determine the effect on the total proposed cost. Include in your cost proposal the type and amount of extraordinary one-time start-up costs your company will incur to commence with the project.

- (1) Describe in detail your proposed fee arrangement for the services proposed, including a definition of all elements that make up your proposed compensation arrangement. Provide a separate cost for each of the numbered items listed in the Scope of Services section.
- (2) Describe in your Cost Proposal the amount to present the results and findings to the staff and Program as required in this proposal including any travel, printing, postage, or other miscellaneous costs.
- (3) All Vendors are required to address all items in the Cost Proposal. Failure to complete the Cost Proposal might result in it not being accepted
- (4) Compensation will be paid at the completion of each of the services listed in the scope of services.

IX. EVALUATION CRITERIA AND SELECTION PROCESS

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

This section of the RFP briefly outlines the key criteria for the evaluating proposals and determining which Vendor is given further consideration. Other factors may be considered that are believed to be material for the final selection.

- (1) Quality of the Vendor's proposal as an indicator of its probability for success
- (2) Vendor's qualifications and experience as indicated in its listing of current major clients, including established record of success with similar projects
- (3) Professional qualifications and experience of principal employees who will work on this project
- (4) Depth of knowledge, experience, and resources of the Vendor to provide the services
- (5) Vendor's overall demonstrated ability to offer innovative solutions to key issues
- (6) Significant consideration will be given to the proposed fee structure and estimated costs, but price will not be the sole determining factor.

X. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Letter of Intent

Each interested Vendor should submit a Letter of Intent to propose. This letter must be received by the Board at the address below, no later than January 6, 2021. Failure to submit the Letter of Intent may result in the Vendor not receiving responses to questions or amendments to the RFP. The letter shall indicate the Vendor's intent to propose, and a contact person's name, address, and telephone number. The Letter of Intent should also include a statement that the letter is being submitted by a person authorized to bind the proposer.

B. Questions Concerning the RFP:

Questions regarding this RFP must be submitted in writing by mail, email, or fax not later than January 15, 2021 and addressed to:

Doug Lepper
Information Technology Manager
Ohio Public Employees Deferred Compensation Program
257 E. Town St., Suite 400
Columbus, OH 43215-4623

EMAIL: rfp@ohiodc.org

FAX: 614-728-2601

Questions and answers will be distributed to all companies that have returned a Letter of Intent, by January 22, 2021. No verbal responses are to be relied upon.

E. Transmittal Letter

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

F. Submission Format

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

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

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

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

G. Deadline for Submission of Proposal:

The original, electronic copy (Technical Proposal only) and two copies of the complete proposal package must be received in the Board's office February 12, 2021 to be considered. Proposals received after this date and time will be returned unopened.

Please send the original and 2 copies to:
RFP Coordinator
Ohio Public Employees Deferred Compensation Program
257 E. Town St., Suite 400
Columbus, OH 43215-4623

Please send the electronic copy to rfp@ohiodc.org.

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

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

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