

**Responses to Questions
Provide Third Party Recordkeeping, Administration and Associated Services
for the South Carolina Optional Retirement Program**

The following questions were submitted in writing by Vendor A. (Answers follow.)

1. Will you make available an MS Word version of the RFP?

A: No. The document has been provided in a .PDF format.

2. Page 1 of the RFP instructs Offerors to submit offers online, and page 3 provides instructions to deliver hardcopy and electronic media (e.g. CD's) to PEBA.

Are Offerors required to use both submission methods, is one preferred over the other, or is one of the methods required? If one is preferred or required, please specify which one.

A: Please submit as instructed by page 3 of the document.

3. Under "Number of Copies", on page 3 it indicates in the second sentence that "All bidders must attach all documents, including additional requested documents to their."

Please complete this statement.

A: All bidders must attach all documents, including additional requested documents to their offer.

4. When an RFP states that the RFP and responses form the contract between Vendor A and the plan sponsor, our preference is to attach our standard services agreement as a supplement to the other documents that make up the contract to provide clarity as to the services and limitations we provide. Our service agreement would be read together with the other contract documents and would govern to the extent it is not inconsistent with those documents.

Would PEBA consider including our services agreement as part of the contract? We are asking this question now rather than submitting it with our final response because we understand that doing so could be detrimental to our proposal.

A: Page 25, Item E States the following: "If the Offeror or any subcontractor/affiliate arrangement(s) necessitate an additional administrative agreement or procedural document to be signed by the State, Offerors should provide copies of all of the necessary documents, or at a minimum a sample of the documents, in their proposal response. Please note: Administrative agreements not submitted with your response may not be accepted after award.

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The following questions were submitted in writing by Vendor B. (Answers follow.)

5. **P. 10, Section titled “Bid/Proposal As Offer To Contract (Jan 2004)” - After the business is awarded, will the parties enter into contract negotiations? For example, the parties negotiate the Term and Conditions included in the RFP as the starting point and supplement such terms and conditions with provisions specific to defined contribution recordkeeping services.**

A: The State does not “negotiate” terms and conditions after the award of the contract. The Terms and Conditions in the RFP govern unless the State makes a change to those Terms and Conditions through an amendment. Offerors were encouraged to submit any and all questions about the RFP in writing prior to deadline for questions date. Additionally, please see the following clause entitled, CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006) on page 45 of the RFP.

6. **P. 21, Section B Number 1 – How many payroll contacts will the vendor be required to interact with on an on-going basis?**

A: There are 238 employers whose employees are eligible to participate in the Program. Eighty-eight (88) eligible employers remit contributions through the South Carolina Enterprise Information System (SCEIS), a centralized remittance and reporting system developed for South Carolina state agencies. However, each participating employer, including those remitting through SCEIS, may have several individuals assigned to conduct Program-related business on its behalf.

7. **P. 21, Section B Number 3 – How many employers send transmissions via paper and at what frequency?**

A: The State does not track the transmission method or frequency for each participating employer. However, South Carolina state agencies that utilize SCEIS send transmissions electronically twice per month.

8. **P. 22, Section B Item 9 Recordkeeping and Administrative Services - Is the State willing to agree to a provision in which the Contractor is required to comply with the plan document as interpreted and communicated by the State and to comply with laws applicable to the Contractor as a provider of the services? The State would be given the opportunity to approve a number of documents intended to operationalize the terms of the plan.**

A: No. The State has carefully reviewed your request and believes that page 22, Section B Item 9 is clearly stated and conveys what the State intends. See also term entitled, COMPLIANCE WITH LAWS (JAN 2006). Please refer to the response to Question #4 regarding the submission of “documents intended to operationalize the terms of the plan.”

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9. P. 56, Section titled "Information Security – Data Location (OCT 2014)" - Is the State agreeable to permitting the offshoring of services with the assumption that all participant data is stored in the United States and state and federal law would govern in the event of a security breach?

A: The State will modify the clause to read as follows:

INFORMATION SECURITY – DATA LOCATION

Contractor is prohibited from accessing, processing, transmitting, or storing government information, as defined in the clause titled Information Security, outside the United States. This obligation is a material requirement of this contract. [07-7B106-1]

10. Are paper statements required to be sent to all participants quarterly?

A: Paper statements must be mailed to all Participants on a quarterly basis unless the Participant elects to receive his or her statement electronically.

11. How many days of employee meetings and 1-1s are currently being offered by each vendor?

A: The State is not aware of a limit on the number of meetings currently offered to Participants or their employers. Additionally, please refer to the requirements listed in C. Communication, Education, Advisory, and Enrollment Services on pages 22-23 of the RFP.

The following questions were submitted in writing by Vendor C. (Answers follow.)

12. Please provide the total amount of plan assets, broken out by designated service provider, that have transfer restrictions that would prevent the transfer of these assets at the beginning of the contract term. Please outline the transfer provisions associated with these assets.

A: The State is advised as follows by the current designated service providers regarding asset transfer restrictions for the Program:

- MassMutual: General Account assets, which represented \$33,836,360 as of September 30, 2014, are subject to withdrawal restrictions. On or after the date of discontinuance, the State may choose one of two methods to receive the assets in the General Account. Method #1 pays the balance at discontinuance in six (6) equal installments over a period of five (5) years. Method #2 pays the full balance at discontinuance, subject to MassMutual's ability to defer payment up to 12 months.
- MetLife Resources: Gold Track Select (GTS) Fixed Account assets, which represented \$22,218,047 as of September 30, 2014, are subject to withdrawal restrictions. On or after the date of discontinuance, the State may choose how to receive these assets as follows:

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- If the market adjusted value is less than the cash value of the contract as of the date of discontinuance, the State may choose to receive the GTS Fixed Account assets in one of two methods: 1) The market adjusted value, less any amounts deducted on surrender, in one lump sum within 60 days of the date of discontinuance; or 2) The cash surrender value of the contract in equal installments over a five (5) year period.
- If the market adjusted value is greater than the cash value of the contract as of the date of discontinuance, the State may choose to receive the GTS Fixed Account assets in one of two methods: 1) The cash surrender value of the contract within 60 days of the date of discontinuance; or 2) The cash value of the contract in installments over a five (5) year period.
- **TIAA-CREF:** TIAA and CREF annuity assets under the Retirement Annuity and Group Retirement Annuity contracts, which represented \$242,991,161 as of September 30, 2014, are individually owned and are not liquid at the plan-sponsor level. TIAA Traditional Annuity assets under the Retirement Choice contract, which represented \$67,914,081 as of September 30, 2014, may be transferred at the direction of the State, contingent upon a 1.5% surrender charge, in equal installments over a period of seven (7) years.
- **VALIC:** The Fixed-Interest Option assets, which represented \$49,610,140 as of September 30, 2014, are subject to withdrawal restrictions. Plan-level transfers from the Fixed-Interest Option are restricted to payments of 20% per year, with the initial payment being due immediately upon request, or in full, subject to a market value adjustment.

13. Please provide total assets and participants in managed accounts and/or advice services broken out by designated service provider.

A: The State is advised as follows by the current designated service providers regarding managed accounts and/or advice services for the Program:

- **MassMutual:** No managed account or advice services are currently offered.
- **MetLife Resources:** No managed account or advice services are currently offered.
- **TIAA-CREF:** No managed account services are currently offered. Advice services are provided on a point-in-time basis for no additional charge. Therefore, no assets or participants are enrolled in advice services.
- **VALIC:** No advice services are currently offered. There were 461 Participants, representing \$28,752,456 in Program assets, enrolled in the managed account service as of December 31, 2014.

14. Will an industry standard equity wash provision be permitted for participant level transfers and withdrawals?

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A: An equity wash provision will not be permitted. However, if market conditions dictate, Contractors and the State may implement mutually agreeable transfer restrictions as deemed necessary.

Proposed Exceptions/Deviations:

Vendor C proposes the following changes to the Terms and Conditions of the SC Optional Retirement Plan RFP.

15. VII. TERMS AND CONDITIONS -- A. GENERAL

Page 45:

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), (7) **any resulting group annuity contract, trust or custodial account agreement or service agreement required by you to document your provision of investment and /or recordkeeping services,** and ~~(7)~~ (8) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through ~~(6)~~ (7) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Except for any documents properly identified and accepted as provided in Part IV, Section E above, no contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

A: No.

16. VII. TERMS AND CONDITIONS -- B. SPECIAL

Page 50:

CONTRACT MODIFICATION

PEBA may at any time, by written order, **request that you and unilaterally,** make changes within the general scope of this contract in any one or more of the following and **you agree to make reasonable efforts to accommodate such requests:**

- (a) Description of services to be performed; **subject to any required regulatory approvals of annuity contracts (or endorsements thereto) or other documents required to be filed and approved by governmental entities prior to their use;**
- (b) Time of performance (i.e. hours of the day, days of the week, etc.);
- (c) Place of performance of the services; and
- (d) Term of Contract.

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A: There are instances where the State may make a unilateral change without mutual agreement. Please refer to clause entitled Contract Modification on page 50.

17. Page 50-52

CONTRACTOR'S LIABILITY INSURANCE

(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy. The coverage can be a combination of primary and excess coverage or self-insured and excess coverage, and the insurance shall name PEBA as an additional named insured.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with signed original certificates of liability insurance (ACCORD 25) and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to **require review complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.**

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(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-1]

A: No.

18. Page 50-52

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (OCT 2014)

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

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(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to **require review** complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

(l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to

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effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

A: No.

19. Page 58:

OFFSHORE CONTRACTING PROHIBITED (OCT 2014)

No part of the resulting contract from this solicitation, **with the exception of certain non-client facing operational and information technology functions (that don't involve the storage of data offshore)**, may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

A: No. See the State's response to Question 9.

20. Page 58

OWNERSHIP OF MATERIAL

All data, material and documentation shared by the State with the Contractor, or generated by the Contractor or State pursuant to this contract, shall belong exclusively to the State. All data and other records entered into any database of the State or supplied to (and maintained by) the Contractor for and/or by the State are, and shall remain, the sole property of the State. Contractor shall not, without the State's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Contract, and will return all records to the State upon completion of the work hereunder.

All reports, bulletins, pamphlets, summaries, similar materials, lists of employees, retirees, or any other program, product, list, or other usable and useful information (including anything generally regarded as a "made for hire" product) shall become and remain the sole property of the State, including, but not limited to, all copyright protections and ownership and shall be released at no extra costs to the State at the termination of this contract.

Copyright or any other intellectual property right or ownership (copyright) of any **general use or preexisting items (items not specifically produced herein for the State and which are in existence prior to the start of this contract) shall remain with the Contractor so long as the Contractor lists them not later than the start date of this contract. Failure of the Contractor to list any such materials in which the Contractor asserts a copyright will be interpreted to mean that the Contractor asserts no such ownership interests in any materials.**

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Any materials in which Contractor copyrighted contents are included, ~~and subject to designation by the Contractor and agreement by the State~~, will bear a copyright the following notice in the form reasonably requested by Contractor. ~~:"Certain portions reprinted under license from _____, the copyright owner."~~

A: No.

The following questions were submitted in writing by Vendor D. (Answers follow.)

21. Regarding question: (d) A list of every business for which Offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Offeror represents that the list is complete.

We have over 17,000 Higher Education clients with similar services as the South Carolina ORP. Would a representative list of 3 to 5 references suffice to satisfy this requirement?

A: Please read the clause in its entirety. See below.

QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)

In order to evaluate your responsibility, Offeror shall submit the following information or documentation for the Offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) Include a brief history of the Offeror's experience in providing work of similar size and scope.
- (b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- (d) A list of every business for which Offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Offeror represents that the list is complete.
- (e) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-1]

22. Regarding question: (e) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-1]

Could you please clarify "failed projects?" Are you looking for a list of clients that have left us within the past 3 years?

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A: Failed Projects are projects that were terminated for cause or non-renewed before end of the contract term due to poor performance.

23. Regarding attachment 4 - the need to fill out the Attachment 4 for each of our subcontractors. *Attachment Four (4) should be completed for each subcontractor/affiliate proposed to perform any of the requirements of this contract.*

All services to be provided under this RFP or the recordkeeping agreement that will be executed by the parties will be performed by Vendor D and/or its authorized subcontractors. Do you want us complete attachment 4 for all of our subcontractors? We have over thirty subcontractors so it may be difficult to receive these documents back by the RFP deadline.

A: Yes, the State expects Offerors to complete Attachment 4 as described in the RFP. Please refer to E. Subcontractors and Affiliates on page 25 of the RFP for requirements related to Attachment Four (4).

24. Could you please provide clarification around the RFP submission instructions?

1. Page 1 instructs us to submit online, page 3 instructs us to submit via hardcopy and CD. Do they want hardcopies, CDs and email?
2. Page 1 indicates the deadline is 4 pm ET while page 8 indicates 3 pm ET. Which is correct?

A: Please submit as instructed on page 3 of the RFP. The deadline for submission is 4:00 PM E.S.T.

The following questions were submitted in writing by Vendor E. (Answers follow.)

25. With respect to the requirement "INFORMATION SECURITY – DATA LOCATION", please confirm whether the associated definition of "government information" is limited to information regarding the governmental plan sponsor and thus excludes participant information.

A: See clause entitled INFORMATION SECURITY (OCT 2014) which defines government information.

26. With regard to exclusions from the definition of "government information", please confirm that information obtained by a current plan provider prior to the execution of the new contract for services contemplated by the RFP would be encompassed within those exclusions and thus not subject to the new data location requirement.

A: No.

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27. Please confirm that access to data in an offshore system testing environment, or for database administration and support, or generally to otherwise obfuscated or masked data, would not be considered to violate the restriction "Information Security – Data Location".

A: No.

28. Please confirm that access to derivative data such as employer roll-up information or data requested or accessed by the plan sponsor would not be considered "government information" for purposes of the restriction under "Information Security – Data Location"

A: No.

The following questions were submitted in writing by Vendor F. (Answers follow.)

29. Investments:

- RFP states (pg. 19, Inv. Struc., Para 3) that all investment options must be fully liquid for participant within 5 days (we assume that this includes guarantee of principal stable value/Fixed Accounts) . The Investment Policy Statement (Pg. 3, Prohibited Investments, No. 3.) states that no investment option added after 1/1/10 can have a liquidity restriction at the individual or plan level exceeding 12 months. Please clarify how the 5 day and 12 month requirements relate to each other?

A: All investment options within the Program, including "guarantee of principal stable value/Fixed Accounts" products, must meet the liquidity requirements described on page 19 of the RFP. Exhibit Three (3), the Program Investment Policy Statement, is provided for reference only and may be changed as necessary by the State.

- Can vendors submit multiple line-ups for consideration, providing more diversity/choice for the State when they chose/approve funds following the awarding of a contract (pg. 19, Inv. Struc., Para 4)?

A: Offerors should complete and submit Attachment Five (5), the Offeror's Proposed Sample Investment Menu, for a single "line-up." Please note that Attachment Five (5) is a proposed sample "line-up" and that the State, with assistance from its co-fiduciary consultant, will select the Program's investment options prior to the beginning of the initial contract term.

30. Participant Education:

- Will the State allow vendors/contractors to utilize independent Advisors to enroll employees and educate participants? Will the State allow independent advisors to run retirement education meetings with participants or must vendor staff conduct all education meetings?

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Does PEBA prefer that vendors utilize staff Representatives to provide enrollment and/or retirement education? (pg. 20, Goals and Objectives, Para 1-3)

A: Offerors may utilize the service(s) of an affiliate or a subcontractor to perform services/requirements outlined in the RFP. Contractors will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all requirements of the RFP.

31. Fees:

- How often or at what trigger percentage might the State initiate fee re-negotiation if assets increase significantly? (pg. 41, XXI Offeror's Fees, Para 3)

A: There are no defined parameters that would trigger fee re-negotiation. Please refer to Questions #2 and #3 on page 67 of the RFP, which focus on the Offeror's flexibility to re-negotiate the contract fees.

32. Reporting:

- Will custom report requests and data inquiries from the State mirror or resemble the reports of the recent past or are new requirements being contemplated? (Pg. 23, No. 10.)

A: The State is unable to foresee its future reporting requirements. However, the State recognizes it takes energy and time to compile such reports and will devise its requests accordingly.

33. Recordkeeping/transition:

- If a current vendor contemplates upgrading technology or the recordkeeping platform, will there be any flexibility around the 7/1 contract implementation date to accommodate the transition, account for participants changing vendors during the special 30 day open enrollment period and adding new funds? (Pg.31, IX Plan Implementation, No.1.)

A: No. The State will need to give the same consideration to all vendors whether an incumbent or a potential new Offeror. Contractors must comply with the implementation schedule.

34. Internet:

- Do you currently have the ability to intake enrollment data electronically? If not, is there an interest in this service and if so, should it be included in an RFP response?

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A: The State currently has the ability to electronically enroll employees of all participating employers. However, this process would not automatically create a Participant account with a Contractor. Each Offeror should describe its electronic enrollment process as a response to Question #4 on page 34 of the RFP.

35. RFP Submission:

- Page 1 Cover Page, and 3; Please confirm the submission requirements are as detailed on page 3 utilizing hard copies and CD's without an on-line submission requirement?

A: See answer to #2 above.

- Page 26, question 3 & 6; Page 43, Qualifications – Required Information, d:
Our clients privacy is of great importance to us and out of respect for we have a policy not to list our clients by name in formal documents. Would the State accept the detailed information without specifying these clients by name?

A: During its evaluation process, the State will consider the responses to Questions #3 and #6 on page 26 of the RFP.

The State will not accept the detailed information without specifying the clients by name. The Offeror may redact certain information from the redacted copy of the RFP, however, part of the evaluation requires the offer to provide information on company history and the company's experience with plans of similar size and scope. See the statement below #5 on page 44 that reads: "Any Offeror not meeting these requirements will not be considered for award, and therefore will not be evaluated."

See also answer to Question 21 above.