

	State of South Carolina South Carolina Public Employee Benefit Authority Request For Proposal Amendment 2	Solicitation Number: PEBA0392023 Date Issued: 02/26/2024 Procurement Officer: Georgia Gillens, CPPO, CPPB, NIGP-CPP Phone: 803.734.0010 Email Address: GGillens@peba.sc.gov

DESCRIPTION: Provide Recordkeeping/Administration, Communication/Education, Custodial Trustee Services and Investment Management Services for SC PEBA's Deferred Compensation Program

SUBMIT OFFER BY (Opening Date/Time): 03/18/2024 11:00 AM

The Term "Offer" Means Your "Proposal". Your offer must be submitted in a sealed package. The Solicitation Number & Opening Date should appear on the package exterior. See the clause entitled "Submitting Your Offer or Modification."

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: South Carolina Public Employee Benefit Authority P.O. Box 11960 Columbia, S.C. 29211-1960 Attention: Georgia Gillens, CPPO, CPPB	PHYSICAL ADDRESS: South Carolina Public Employee Benefit Authority 202 Arbor Lake Drive Columbia, S.C. 29223 Attention: Georgia Gillens, CPPO, CPPB
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AWARD & AMENDMENTS	Award will be posted on 04/11/2024 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://procurement.sc.gov/vendor/contract-ops/other-solicitations/peba
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You must submit a signed copy of this form with Your Offer. By submitting a proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date. (See the clause entitled "Signing Your Offer.")

NAME OF OFFEROR (Full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		
TITLE (Business title of person signing above)		STATE VENDOR NO. (Register to obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Area Code - Number - Extension Facsimile </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>E-mail Address</div>

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) </div>

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See the clause entitled "Amendments to Solicitation")							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See the clause entitled "Discount for Prompt Payment")	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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AMENDMENT #2
REQUEST FOR PROPOSAL – PEBA0392023
Provide Recordkeeping/Administration, Communication/Education, Custodial Trustee Services and
Investment Management Services for SC PEBA’s Deferred Compensation Program

PLEASE NOTE: The original Request for Proposal document and Amendment #1 are being superseded and being replaced in its entirety by Amendment 2. It is recommended that Offerors, discard all superseded documents as described above and refer and respond only to the solicitation as described in Amendment 2. Attachment 11 includes responses to questions submitted in writing. Any changes agreed to as a result of Attachment 11, Q&A have been incorporated into Amendment 2. Changes are highlighted in yellow. However, Offerors are responsible for reading the entire document in the event the State inadvertently failed to highlight a change. The questions and answers submitted in writing are included as an attachment for information only. Only the changes incorporated in Amendment 2 are relevant.

REQUEST FOR PROPOSAL (RFP)
SOLICITATION NUMBER PEBA0392023

DEFERRED COMPENSATION PROGRAM RECORDKEEPING

SCHEDULE OF KEY DATES IN THE PROPOSAL PROCESS

All dates subject to change

1. Distribution of the RFP	01/23/2024
2. Questions on the RFP 12:00 PM	01/30/2024
3. Pre-Proposal Conference 10:00 AM	02/13/2024
4. PEBA's Written Responses to Questions Questions/Amendment Issue (tentative)	02/26/2024
5. Submission and Opening of Proposals (11:00 a.m.)	03/18/2024
6. Intent to Award Posting Date	04/11/2024
7. Intent to Award Becomes Official (tentative)	04/23/2025
8. Contract Performance	01/01/2025

PART 1

INSTRUCTIONS TO OFFERORS-A. GENERAL INSTRUCTIONS

1.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS: Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

Amendment means a document issued to supplement the original solicitation document.

Authority means the State Fiscal Accountability Authority or its successor in interest.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

Change Order means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

Contract See the clause entitled "Contract Documents & Order of Precedence."

Contract Modification means a written order signed by the Procurement Officer directing the Contractor to make changes which the clause of the contract titled "Changes," authorizes the Procurement Officer to order without the consent of the Contractor.

Contractor means the Offeror receiving an award as a result of this solicitation.

Cover Page means the top page of the original solicitation on which the solicitation is identified by number.

Offerors are cautioned that Amendments may modify information provided on the Cover Page.

Offer means the proposal submitted in response to this solicitation. The term Proposal is used interchangeably with the term Offer.

Offeror means the single legal entity submitting the offer. See the clause entitled “Signing Your Offer.”

Page Two means the second page of the original solicitation, which is labeled Page Two.

Procurement Officer means the person, or their successor, identified as such on either the Cover Page, an amendment, or an award notice.

Solicitation means this document, including all its parts, attachments, and any Amendments.

State means the South Carolina Public Employee Benefit Authority.

Work means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

You and Your means Offeror.

1.2 AMENDMENTS TO SOLICITATION: (a) The solicitation may be amended at any time prior to opening. All amendments to this solicitation shall be in writing from the South Carolina Public Employee Benefit Authority (“PEBA”). PEBA shall not be legally bound by any amendment which is not in writing. All actual and prospective Offerors should monitor the following website for the issuance of amendments: <https://www.procurement.sc.gov/doing-biz/bid-ops/peba> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by acknowledging receipt in the Offeror’s Executive Summary, (4) by letter, or (5) by submitting a proposal that indicates in some way that the Offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified by the amendment(s) remain unchanged.

1.3 AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

1.4 AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the calendar day immediately following the seventh business day after such notice is given.

1.5 PROPOSAL AS OFFER TO CONTRACT: By submitting your proposal, you are offering to enter into a contract with PEBA. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An offer may be submitted by only one legal entity; “joint bids” are not allowed.

1.6 PROPOSAL ACCEPTANCE PERIOD: In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing. Otherwise, your offer remains valid until final award including through any periods consumed by protests.

1.7 BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars.

1.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): Giving false, misleading, or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the South Carolina Code of Laws and other applicable laws.

(a) By submitting an Offer, the Offeror certifies that-

(1) The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the Offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

1.9 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency

(B) Have not, within a three-year period preceding this Offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this Offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer, or their designee, if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer, or their designee, may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer, or their designee, may terminate the contract resulting from this solicitation for default without cost to PEBA or the State and the Contractor will be charged for the cost of replacement goods and services.

1.10 CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at <http://www.scstatehouse.gov/coderegs/statmast.php>.

1.11 COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Do not modify the solicitation document itself.

1.12 DEADLINE FOR SUBMISSION OF OFFER: PEBA will receive sealed proposals until 11:00 a.m. local time on the opening date shown. To be timely filed, proposals and amendments thereto should be received by the time advertised for opening. It is the vendor's sole responsibility to ensure PEBA receives these documents. Offerors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposal by PEBA. Any offer received after the Procurement Officer or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or PEBA's mail room prior to the opening. [R. 19-445.2070(G)]

1.13 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to

respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

1.14 DISCLOSURE OF YOUR PROPOSAL and SUBMITTING CONFIDENTIAL DATA

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. In information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

1.15 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

1.16 DUTY TO INSPECT AND INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation and will be implemented on time and performed satisfactorily over the entire term of the contract. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation in accordance with the terms of this Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation, or assumption it makes concerning the Solicitation, which Offeror does not bring to the State's attention pursuant to the terms of this Solicitation. By submission of a proposal, Offeror also certifies that its Offer has been reviewed by the appropriate individuals within the Offeror's organization and that the goods and services herein, if an award is made to that Offeror, can and will be provided on time and for the compensation proposed, subject to any negotiations that may affect the amount of compensation.

1.17 ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment of a former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by Contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

1.18 OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that PEBA may be required to pay.

1.19 OPEN TRADE REPRESENTATION (JUN 2015): By submitting an offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

1.20 PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with PEBA or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of PEBA during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165]

1.21 PROTESTS (MAY 2019) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

1.22 PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

1.23 QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, etc. (see clause # 1.15 above, “Duty to Inspect and Inquire”), must request it in writing. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our response to your question. (b) PEBA seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. Offerors should advise PEBA of any problems they perceive as a result of reviewing this solicitation document, which may bear upon their ability to comply, or submit any other questions, which might ultimately bear upon PEBA’s ability to enter into the relationship described herein with a selected vendor.

1.24 REJECTION/CANCELLATION: PEBA may cancel this Solicitation in whole or in part and may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]

1.25 RESPONSIVENESS/IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)].

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(d) Unbalanced Bidding. PEBA may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid.

(e) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

1.26 SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (c) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

1.27 STATE OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the PEBA office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the proposal opening. If state offices are closed at the time a pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at <https://www.scemd.org/prepare/types-of-disasters/severe-winter-weather/>.

1.28 SUBMITTING YOUR OFFER OR MODIFICATION: (a) All copies of the offer or modification, and any other documents required to be submitted with the Offer should be enclosed in a sealed, opaque envelope or package – (1) Addressed to the office specified on the Cover Page; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the Offeror. (b) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified on the Cover Page. (c) Facsimile or email offers, modifications, or withdrawals, will not be considered.

1.29 TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the Contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

1.30 VENDOR REGISTRATION MANDATORY (JAN 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](http://www.sos.sc.gov) or S.C. Department of Revenue [Withholding \(sc.gov\)](http://www.sos.sc.gov)).

1.31 WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. A proposal may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

INSTRUCTIONS TO OFFERORS-B. SPECIAL INSTRUCTIONS

1.32 PRE-PROPOSAL CONFERENCE/SUBMISSION OF QUESTIONS

Any questions, comments, requests for information or clarifications regarding the RFP must be submitted in writing prior to the adjournment of the pre-proposal conference. Do not wait to assert deviations, exceptions, etc. to anything in this RFP until (or in) the submission of your proposal. Anything that any Offeror would like to modify, seek clarifications on, or request any other deviation from, however modest, must be presented during the question-and-answer phase to be considered and determined by PEBA before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit their proposals. Potential Offerors are strongly encouraged to mail or email their questions on the RFP prior to the pre-proposal conference. Please put your questions in Word format and make every effort to deidentify your company in the text of the questions. The South Carolina Public Employee Authority will attempt to provide answers by February 26, 2024, to those questions submitted by January 30, 2024, the deadline for submission of questions. Any written questions, requests for information or request for clarifications received prior to the conference or during the conference will be responded to in the form of a written amendment to the RFP and emailed to all prospective Offerors. The amendment will also be posted at the following web address: <https://www.procurement.sc.gov/doing-biz/bid-ops/peba>. Once the pre-proposal conference is adjourned, no further questions will be accepted.

All questions, comments and requests for information or clarifications regarding this RFP must be submitted as indicated below. All questions, comments and requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments and requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number and email address. Email is the preferred method for submitting questions, with “Questions: Deferred Compensation Program RFP” as the subject of the email. Submit questions in an easily copied format such as Microsoft Word.

Mark envelopes on questions mailed: QUESTIONS

Title: Deferred Compensation Program RFP

Attn: Georgia Gillens, CPPO, CPPB, NIGP-CPP

SEND QUESTIONS TO:**MAIL TO:**

South Carolina Public Employee Benefit Authority
202 Arbor Lake Drive
Columbia, SC 29223
Attention Georgia Gillens, CPPO, CPPB

HAND DELIVER/EXPRESS

South Carolina Public Employee Benefit Authority
202 Arbor Lake Drive
Columbia, SC 29223
Attention Georgia Gillens, CPPO, CPPB

EMAIL ADDRESS:

GGillens@peba.sc.gov

1.33 CONTENTS OF OFFER (FEB 2015): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer should be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you should include this information as a separate appendix to your offer. Offers that include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

1.34 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. In competitive sealed proposals, neither the number, identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

1.35 PROTEST - CPO - MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office and submitted in writing (a) by email to: protest-mmo@mmo.state.sc.us, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

1.36 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation may request return of their proposals within thirty (30) calendar days after the notice of intent to award becomes the final statement of award. All cost of returns will be paid by the Offeror. Thirty (30) calendar days after the notice of intent to award becomes the final statement of award all materials submitted by firms not awarded a contract may be destroyed.

1.37 RELEASE OF CLAIMS: With the submission of a proposal, each Offeror agrees that it will not bring any claim or have any cause of action against PEBA based on any misunderstanding, failure by PEBA to properly convey the information, or failure by PEBA to provide the Offeror with pertinent information as intended by the RFP. Additionally, the Offeror, its officers, agents, or representatives waive and release PEBA and each and any entity, person, or other source providing any information concerning the Offeror, of any and all claims of any sort or variety whether in tort, contract or otherwise, whether known or unknown, regarding the Offeror's or subcontractor's past performance, products, services, personnel, reputation or its Subcontractors or any other information sought or obtained by PEBA, whether or not the information is relied on by PEBA. The Offeror agrees that it will assert no claims for proposal preparation costs arising from a protest, action or claim arising from the solicitation or award.

1.38 DISCUSSIONS AND NEGOTIATIONS (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, PEBA may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, PEBA may elect to consider only your unrevised initial proposal, provided your initial offer is responsive.

PEBA may also elect to conduct negotiations as provided in Section 11-35-1530.

PART 2

SCOPE OF PROPOSAL

It is the intent of PEBA, in accordance with all requirements stated herein or attached hereto, to solicit proposals from qualified firms to provide recordkeeping/administration, communication/education, custodial trustee services, and investment management services for the South Carolina Deferred Compensation Program (the Program), which consists of the State of South Carolina Salary Deferral [401(k)] and Savings Profit Sharing Plan and Trust (the 401(k) Plan) and the State of South Carolina 457 Deferred Compensation Plan and Trust (the 457 Plan) (collectively, the Plans).

2.1 INTRODUCTION

The 401(k) Plan was adopted in 1985 and the 457 Plan was established in 1980. Both Plans meet the requirements for tax-favored treatment under the Internal Revenue Code of 1986 as amended.

Participation is available to employees of state agencies, public and charter school districts, public higher education institutions, and other local subdivisions of government that have joined. The contract for services resulting from this RFP will be made available to any local subdivision of government (a city, county, or other local unit) in the state of South Carolina that adopts the terms of the Program.

As of September 30, 2023, there were 751 employers that offered the Program to their employees, consisting of 91 state agencies and 659 non-state agencies. Also as of that date, total assets in the 401(k) Plan were approximately \$3.851 billion, and total assets in the 457 Plan were approximately \$1.107 billion. There were 74,226 accounts in the 401(k) Plan and 24,779 accounts in the 457 Plan as of the same date. Participants may contribute to both Plans simultaneously and may choose from pretax or Roth deferral methods.

The Program is currently administered by Empower under a contract that will expire December 31, 2024. Each participating employer operates independently, having a separate payroll center and data transmission, and receives its own employer-level reports with the exception of state agency employers all of whom are reported through the State of South Carolina Comptroller General's office. While the participating employer is expected to be the primary contact for day-to-day administration, PEBA has a limited number of staff dedicated to assisting the Contractor with Program administration and communications.

The following can be found, in PDF format, at <http://procurement.sc.gov/vendor/contract-opps/other-solicitations/peba>

- Program Statistics
- Program Investment Policy Statement
- Current Stable Value Fund Contracts

- 401 (k) Plan Document
- 457 Plan Document
- PDI File Format
- Quarterly Plan Review – Q3 2023
- Field Service Performance Standards

2.2 INVESTMENT STRUCTURE

PEBA is responsible for determining the investment line-up for the Program, and has the right, at its sole discretion, to add, replace, or remove any of the investment options. Accordingly, an Offeror should not rely on revenues generated from particular investment options when determining its proposed fees. Investment options are uniform across both plans, and the majority of them are mutual fund or collective investment trusts. Target date funds serve as the default investment option.

A Stable Value Fund is available in the lineup and is currently managed by Empower Capital Management, LLC, under a separate account structure. As of September 30, 2023, its market-to-book value ratio was 90.8%. The current investment line-up can be found in the *Quarterly Plan Review* attachment.

Investment advisory services are available to Program participants with Online Advice being provided at no additional cost and Managed Accounts being provided for a fee based on the participant's assets under management. Both services are currently provided by Empower Advisory Group, LLC.

The Program currently makes available to participants a self-directed brokerage account option, the Schwab Personal Choice Retirement Account (PCRA), through Charles Schwab & Co. The PCRA is designed for participants who seek more flexibility, increased diversification and a greater role in managing their retirement savings, and an additional fee is charged directly to the participant's plan account for this option. Participants must maintain a core minimum of "the greater of \$2,500 and 50%" in the Program's core investment options. If a participant's total balance in the core investment options falls to 20% below the stated minimum, they are unable to direct future contributions to their PCRA until the core minimum in the Program's core investment options is met. Transfers into the Schwab PCRA are subject to a minimum transfer restriction of \$1,000.

2.3 GOALS AND OBJECTIVES

For a program of this size to be successful, an efficient administrative process, including assistance with enrollment, marketing, and education, must be in place to address the needs of all participating employers and eligible employees. The Contractor shall actively manage all activities related to this process to ensure maximum participation and success of the Program.

The Contractor shall perform accurate and timely recordkeeping services and administer the Program within pre-described service standards. A high value is placed on the following qualifications.

1. Focus on quality and consistency of service delivery:
 - Adheres to consistent, successful quality assurance procedures;
 - Follows an effective problem resolution methodology;
 - Performs services in a timely manner and with high accuracy;
 - Provides prompt, accurate and consistent responses to employer and participant inquiries; and
 - Measures and maintains a high level of customer satisfaction.

2. Proactive approach:

- Develops and implements a plan that addresses participant education and service enhancements with clear and concise objectives, timetables and benchmarking methodology;
- Educates participants by providing licensed retirement plan advisors and participant-friendly communications in a variety of formats (in-person, virtual and pre-recorded web-based);
- Provides on-site visits to participating employers, as requested, for individual employee and group meetings for enrollment and education purposes;
- Develops strong working relationships with human resources staff of participating employers to maximize opportunities for employee and employer education;
- Provides participants with comprehensive retirement planning and investment education services;
- Provides comprehensive plan sponsor education opportunities on a regular basis; and
- Places considerable emphasis on measuring and helping to improve participant retirement awareness.

3. Commitment to technology development:

- Makes information technology security and the protection of participant information a high priority;
- Invests continuously in technology and security;
- Provides access to cutting edge system enhancements for both employer and participant portals; and
- Demonstrates improvement (e.g., accuracy, timeliness) in client service through technological enhancements.

PART 3

SCOPE OF WORK

The Contractor shall provide services to include recordkeeping/administration, communication/education, custodial trustee services, and investment management services for the Program, in accordance with all requirements outlined in this RFP (including all attachments) and the Offeror's response thereto.

PEBA is seeking proposals that comply with each of the requirements described in Part III, Scope of Work, Sections A through E below. PEBA considers unacceptable any proposal that provides any deviations from, or caveats to, Part III, Scope of Work, Sections A through E below. As a result, any item any Offeror would like to modify, seek clarifications on, or request any other deviation from, however modest, **MUST** be presented during the question-and-answer phase for PEBA to consider and determine before the submission date for all proposals, so that all Offerors will have a common and uniform basis upon which to submit their proposals.

The Contractor shall provide, at a minimum, the following material and essential requirements for the contract term, without deviation or modification, subject to any modifications that may be issued in an Amendment to the RFP by PEBA resulting from the question-and-answer phase:

A. Custodial Trustee and Investment Management Services

1. The Contractor shall provide custodial trustee services for the Program through a custodial relationship where the Program's assets are segregated from other assets held by the custodian (not held in omnibus). The Program currently maintains a segregated custodial relationship for reporting and audit purposes. The intent is to separate assets of the Program from other clients' assets commingled by the Contractor and/or custodian. Under this arrangement, the Contractor retains any float associated with the custom banking relationship.

2. The Contractor shall offer all participants a diverse array of investment options as selected by the PEBA Board of Directors. The Contractor shall notify participants of any changes to investment options as directed by staff based on adoption by the PEBA Board.
3. The Contractor shall make investment advisory services available to all participants. Administrative and investment advice expenses shall be deducted from participant accounts on a quarterly basis.
4. As soon as administratively practicable, the Contractor shall return to participants in the Program all revenue sharing generated from any mutual fund investment options in the Program lineup for which revenue is shared.

B. Recordkeeping and Administrative Services

1. The Contractor shall work directly with all participating employers and Program participants. PEBA staff will provide assistance only in the case where the employer is non-responsive or unable to provide information necessary to properly administer the Plans.
2. The Contractor shall maintain, at a minimum, a secure, password-protected, transaction-enabled website specific to the Program (Program microsite). Contractor shall also provide a toll-free customer service call center and automated voice response system.
3. The Contractor shall provide a way for eligible employees to enroll electronically via the Program microsite. The Contractor shall make available, on the Program microsite, as well as via hard copy if requested, enrollment kits in the event someone is not interested in enrolling electronically. Enrollment counseling shall be made available by the Contractor in person, virtually or by phone. All communication materials and forms are subject to approval by PEBA prior to actual use.
4. The Contractor shall process payroll deductions, monitor compliance with applicable contribution limits, process participant transaction requests on a daily basis (when submitted in good order), and provide timely and accurate participant and plan-level statements. The Contractor shall create custom reports as PEBA deems necessary.
5. The Contractor shall handle multiple payroll locations, transmittal methods and frequencies. Currently, the State of South Carolina Comptroller General's Office consolidates payroll for ninety-one (91) participating employers and submits the remittance file and contributions electronically to the current contractor, Empower, on a semi-monthly basis. Other participating employers submit remittance files and/or contributions electronically based upon their individual payroll cycles.
6. The Program permits only one (1) active loan per unique participant unless a participant had multiple loans in place prior to the restriction to a single loan across both Plans was adopted. For participants who are actively employed with a participating employer, loan payments must be payroll deducted and electronically submitted to the Contractor by the employer. The Contractor shall provide loan repayment coupons for participants who leave covered employment and need to make loan payments to avoid defaulting on their loan. Loan payments for terminated participants should be accepted via ACH, check or money order.
7. The Contractor shall assign one full-time Client Service Manager, with experience with governmental, multiple-employer plans, who is dedicated solely to the Program and another Client Service Manager dedicated to the Program on at least a part-time basis. These resources will be responsible for assisting employers and PEBA with operational activities and needs as well as facilitating the smooth resolution of participant complaints through access to the Contractor's other operational departments. They will also be responsible for supporting PEBA staff during the annual audit of the Program ensuring PEBA and its

contracted external audit firm has the information requested to enable an efficient audit and financial statement preparation process.

8. The Contractor shall provide industry-standard data encryption and a secure method for participating employers to submit and receive payroll data. PEBA and participating employers shall have the ability to search for and view participant account information via the plan sponsor portal without first having to identify the participant's employer. The contractor must support key-based SFTP data transfers, unless otherwise pre-approved by PEBA.
9. The Contractor shall not require the signature of PEBA or the participant's employer in order to process distribution requests. Information necessary to process such requests in accordance with IRS and Plan document regulations, such as employment status, shall be provided to the Contractor electronically or by any other method acceptable to the Contractor either the participant's employer or by PEBA.
10. The Contractor shall have well-established and proven procedures in place to follow up on incomplete distributions to ensure that distributions are properly and timely completed in accordance with the Plan documents, IRS guidance, and any other instructions from PEBA regarding locating and making distributions to missing participants.
11. The Contractor shall provide a Form 1099-R for all distributions and shall provide administration under Section 401(a)(9) and 457, required minimum distributions, including forcing out required minimum distributions as required by the Plan documents.
12. The Contractor shall provide complete review, approval, and administrative services related to unforeseeable emergency withdrawals, hardship withdrawals, and Qualified Domestic Relations Orders.
13. The Contractor shall provide a consolidated balance for participants who have accounts in both Plans. This consolidation must be provided on quarterly participant statements, the website and automated voice response system. The Contractor shall provide a consolidated participant statement, not just a combination of two (2) independent statements. Statements are defaulted to electronic delivery for newly established accounts; however, participants must have the option to elect to receive paper statements.
14. The Contractor shall have well-documented procedures that are closely adhered to for following up on uncashed distribution checks in an attempt to ensure the participant claims the payment before it has to move to the Program's unclaimed property account. Program assets cannot be escheated to the State, so the Contractor must have the ability to separately track funds held in the Program's unclaimed property account and work with PEBA to reissue payments as they are claimed by participants. Contractor shall return to the Program, on a monthly basis, any interest credited to the unclaimed property account.
15. The Contractor shall comply with Plan documents and regulatory provisions, including but not limited to changes to the Internal Revenue Code.
16. The Contractor shall provide for necessary changes to recordkeeping and administrative processes as a result of changes in State of South Carolina and federal legislation and regulation.
17. The Contractor shall be solely liable and responsible for any processing errors caused by it or its agents and shall provide reimbursement for any losses that occur due to such errors.

18. The Contractor shall accept dates of death as provided by PEBA or obtained in its normal course of business, update accounts accordingly, and ensure that distributions are properly made in accordance with Plan documents, IRS guidance, and any other instructions from PEBA regarding distributions of death claims.
19. The Contractor shall make available exit packets, which must be available to employers online as well as be provided in hard copy upon request. Exit packets should contain a flyer regarding options for those leaving covered employment as well as the materials necessary to process contributions on annual leave payouts.
20. The Contractor shall provide PEBA with a report each calendar quarter that includes comprehensive details and statistics to assist in monitoring Plan-level performance. PEBA staff should have the opportunity to review these materials prior to issuance.
21. The Contractor shall attend up to five (5) meetings per year at PEBA's office in Columbia, SC. If requested, one (1) of these meetings shall consist of up to a full day of training performed by the Contractor.

C. Communication and Training

1. The Contractor shall prepare communication materials that describe the features and operations of the Program as well as any changes to the Program and increase awareness of the Program's benefits. These communication materials shall be delivered to Program participants and participating employers in electronic and hard copy form, depending on preferences. All collateral the Contractor produces is subject to approval by PEBA prior to actual use.
2. The Contractor will ensure that communications with PEBA, Program participants and participating employers through electronic data transfer, fax, telephone and hard copy transfer of information are accurate, secure and efficient, as determined by the contract and the law.
3. The Contractor shall provide personnel with experience in marketing and communications to governmental, multiple-employer plans for monthly calls in which initiatives, campaigns, and progress will be discussed. The Contractor shall also recommend specific communications plans and goals in accordance with the overall management of the Program during these calls. Reporting of general and targeted metrics and status updates, as well as operational updates, will be required as well. Other calls may be scheduled in addition to monthly calls in order to meet deadlines for campaigns.
4. The Contractor shall work collaboratively with PEBA staff to develop a comprehensive annual strategic marketing plan to increase awareness of the Program and its many benefits that includes a variety of targeted marketing content and deliverables. Contractor should provide recommendations to meet long-term and short-term goals for increasing that awareness. The strategic plan should also include areas of focus for the field service representatives. The Contractor shall provide PEBA with a report each year detailing the performance results related to the strategic plan. All materials must be reviewed and approved by PEBA prior to use.
5. The Contractor shall cobrand all informational materials, letters, notices, and collateral with PEBA's Program logo and the Contractor's logo according to PEBA's brand guidelines for vendors. The Contractor's logo should be labeled as "Administered by:" to reflect the relationship between PEBA and the Contractor. The Contractor should follow other guidelines including size of logo, colors, typography, and other styles as identified in the identity guidelines and will also adhere to Associated Press style guidelines. All materials must be reviewed and approved by PEBA prior to use.
6. The Contractor shall develop and distribute participant account-specific notices and materials. Information specific to a participant's account shall be printed and mailed to the participant's address on file if the

participant has opted out of paperless delivery. These communications include, but are not limited to, notifications to participants of Program selections and changes. Notices and materials must be reviewed and approved by PEBA prior to use.

7. The Contractor shall provide a website that is accessible without entering a password that includes information specific to Program benefits and features. The website shall explain the benefits and value of participating in the Program. The website shall also provide general resources and information to promote retirement awareness. Website content must be reviewed and approved by PEBA prior to use.
8. The Contractor shall not conduct any mass paper or electronic mailings to enrolled participants, eligible employees, participating employers, or other benefits personnel without the prior express permission of PEBA.
9. If requested, the Contractor shall provide personnel at PEBA's Benefits at Work conference should the agency host a conference.
10. The Contractor shall provide materials and an adequate number of its personnel as needed to train participating employers and PEBA personnel about the Program and operational procedures of the Contractor. The Contractor shall provide Program-specific training and educational sessions upon PEBA or employer request at: PEBA's location, various employer sites statewide, or presented over the internet (e.g., webinars). In the event a new entity joins the Program, the Contractor shall supply its personnel and materials to assist in the entity's setup, upon the request of PEBA or the new entity. All materials and training items distributed to participating employers by the Contractor are subject to PEBA approval prior to actual use.
11. Upon the request of PEBA or a participating employer, the Contractor shall, to the extent feasible, have its representatives attend new hire orientations, seminars, benefits fairs, and other similar events held by participating employers to promote participation in the Program and educate eligible employees and participants regarding the benefits and features of the Program. All materials distributed to eligible employees and participants are subject to PEBA approval prior to actual use.
12. The Contractor shall conduct an annual Customer Satisfaction Survey for participants to gauge satisfaction with the Contractor. The Customer Satisfaction Survey must be approved by PEBA prior to distribution. Results must be submitted to PEBA.
13. The Contractor shall conduct a Customer Satisfaction Survey once during the contract period for employers to gauge satisfaction with the Contractor. The Customer Satisfaction Survey must be approved by PEBA prior to distribution. Results must be submitted to PEBA.
14. The Contractor shall research and compile data requested by PEBA for the creation of PEBA-developed communication materials.

D. Local Office Services

1. The Contractor shall have a local office, staffed full time, in Columbia, South Carolina, preferably at 200 Arbor Lake Drive due to its proximity to PEBA's office, to accommodate participant consultations and other services. The Contractor is expected to procure its own office space, to include any and all operating expenses, at the location of their choosing. The Contractor will also be responsible for furnishing the office with all equipment needed to accommodate visitors.

2. The Contractor shall provide an adequate number of dedicated local retirement plan advisors (RPAs), available between the hours of 8:30 a.m. and 5 p.m. on all State business days, to offer participants one-on-one counseling, virtual counseling, and group educational opportunities. RPAs must be appropriately licensed to provide financial advice (Series 6, Series 63, Series 65 or equivalent credential).
3. The Contractor and its RPAs shall emphasize the importance of improving participant retirement awareness and promote positive long-term outcomes for the Program. PEBA will work with the Contractor annually to set Field Performance Standards with performance guarantees to reach goals related to this requirement. See the *Field Service Performance Standards* attachment for information surrounding current Program goals and provide a suggested non-performance fee for each of the goals listed.
4. The Contractor's RPAs **may not market any associated banking services, have commission-based compensation, or any financial incentives to promote any investment product or service. Compensation and incentive awards for RPAs must be structured to maintain an objective and unbiased distribution of investment products and services to Program participants.**

E. Other Requirements

1. If requested, the Contractor shall supply Program-related information to PEBA and its consultants, attorneys, auditors, and other designees. With reasonable notice, the Contractor shall provide access to parties authorized by PEBA to perform audits or reviews.
2. The Contractor shall provide PEBA with a detailed transition plan within forty-five (45) business days of the date of award.

PART 4

QUALIFICATIONS

4.1 QUALIFICATIONS OF OFFEROR: (1) To be eligible for award, You must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

Provide the following information or documentation for the Offeror. This information, and other information in PEBA's discretion, will be used to determine your responsibility:

- (a) 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.
- (b) A list of failed projects, suspensions, debarments, and significant litigation.

- (c) Most current Service Organization Controls 1 (SOC-1) report. If a SOC-2 or SOC-3 is available, please provide those reports as well.

4.2 MANDATORY MINIMUM QUALIFICATIONS

PEBA believes that a Contractor does not have the capability of successfully and fully performing the contract unless it meets the mandatory minimum qualifications outlined below. For an Offeror to be considered for an award, it must demonstrate that it, or its subcontractor/affiliate, possesses, as of the date of proposal submission, all of the following minimum qualifications. An Offeror may meet the requirements described in Part 4.2, Mandatory Minimum Qualifications, through a contractor/subcontractor or contractor/affiliate arrangement.

1. Offerors must certify that they are a qualified firm to provide administrative services pursuant to Sections 401(k) and 457(b) of the Internal Revenue Code (Code) and all rules and regulations of the State of South Carolina.
2. Offerors must offer bundled administrative services (i.e., recordkeeping/administration, communication/education, custodial trustee services, and participant investment advisory services), as well as an open architecture investment platform.
3. Offerors must be able to accept payroll files from at least 660 payroll centers across the State.
4. Offerors must have at least five (5) years' experience providing to the governmental plan sponsor defined contribution marketplace services and products outlined in this RFP.
5. Offerors must have a minimum of five (5) billion dollars) in assets under administration for governmental sector 401(k) and 457(b) plans.
6. Offerors must have at least three (3) governmental defined contribution plan accounts, each with ~~twenty~~ **twenty-five** thousand (25,000) or more participants.
7. Offerors must have provided custodial trustee services to defined contribution plans for at least five (5) years and have at least five (5) billion dollars under custody.
8. Any relationships proposed to provide services offered in this RFP must have been in place for at least five (5) years and provide services to similar plans (size and demographics).

Any Offeror not meeting these requirements will not be considered for award, and therefore will not be evaluated. See S.C. Code Ann. § 11-35-1810.

PART 5

INFORMATION FOR OFFERORS TO SUBMIT

Proposals will be accepted only from the entity that will be providing the services hereunder. **Offerors shall submit a signed transmittal sheet indicating that it has submitted the following:**

- (a) Include Offeror's name, the solicitation number, and the appropriate title on the label for hard copies and for USBs submitted in response to this RFP. (i.e.: Acme Corp., PEBA0392023, Technical Proposal Original; Acme Corporation, PEBA0982023, Business Proposal Original; Acme Corporation, PEBA0392023, Copy 1 of 5, etc.) **Each USB should be labeled as above with the Offeror's name on each label.**
- (b) One (1) original and five (5) identical spiral bound paper copies of the Offeror's Technical Proposal. Label copies, 1 of 5, 2 of 5, etc. **(No GBC coil binding and no three ring binders.)**
- (c) One (1) original marked and five (5) labeled USB flash drives containing a copy of the Offeror's Technical Proposal Response (in Microsoft Word, Microsoft Excel and/or PDF format where appropriate). Label copies, 1 of 5, 2 of 5, etc.
- (d) One (1) original and one (1) spiral bound paper copy of the Offeror's Business Proposal. **(No GBC coil binding and no three ring binders.)**
- (e) One (1) labeled USB flash drives containing a copy of the Offeror's Business Proposal.
- (f) One (1) USB flash drive containing a redacted version of the Offeror's original Technical Proposal.
- (g) One (1) USB flash drive containing a redacted version of the Offeror's original Business Proposal.

Both the Technical Proposal and the Business Proposal should be submitted separately and each marked respectively with: "Section 5.1: Technical Proposal" and "Section 5.2: Business Proposal." No information from the Business Proposal should be included in the Technical Proposal.

Offerors are required to mark the original copy of their offer to identify any information that is exempt from public disclosure. Offerors must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, Offerors should also submit one USB flash drive of their offer from which they have removed any information that they marked as exempt (i.e., a redacted copy). The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on a USB flash drive. File format shall be Microsoft Word 2007 or later. Except for the redacted information, the USB flash drive must be identical to the original hard copy and accessible for reproduction by PEBA.

Offerors should submit the following information for purposes of evaluation. PEBA desires a detailed written submission so that it can make an accurate comparison of all proposals received. Please be specific in your answers.

5.1 TECHNICAL PROPOSAL

The Technical Proposal shall include the following sections and shall be presented in the listed order.

5.1.1 COVER PAGE

Offerors must submit a signed copy of the cover page (page one and two) with their offer. By submitting a proposal, Offeror agrees to be bound by all of the terms of the RFP. Offerors agree to hold their offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

5.1.2 EXECUTIVE SUMMARY

An Executive Summary should be provided with the Offeror's Proposal. The Executive Summary should include a brief description of the Offeror's understanding of the scope of services and their ability to provide the required services. The Executive Summary should be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

Statement of Acceptance: Offerors shall reply to Part 1 Instructions to Offerors-A. General Instruction, Part 1 Instructions to Offerors-B. Special Instructions, Part 2 Scope of Proposal, Part 3 Scope of Work, Part 4 Qualifications, Part 5 Information for Offerors to Submit, Part 7 Terms and Conditions-A. General, Part 7 Terms and Conditions-B. Special and Part 8 Attachments, by declaring that the Offeror fully understands, agrees to, and will comply with all of the provisions/requirements/terms in each of these Parts. Offerors should include this Statement of Acceptance in their Executive Summary. Please note that the PEBA considers any proposal containing deviations, exceptions or caveats to the RFP that have not been submitted for consideration during the question and answer phase, and adopted by PEBA, as unacceptable.

Mandatory Minimum Qualification: Offerors should provide a statement in the Executive Summary to establish that the Offeror meets the mandatory minimum qualifications outlined in Part 4, Mandatory Minimum Qualifications.

5.1.3 TABLE OF CONTENTS

The Proposal should include a Table of Contents that lists page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections of the Proposal and separate attachments (which shall be included in the main Table of Contents). If supplemental materials are included with the Proposal, each copy of the Proposal should include such supplemental materials. Supplemental information (i.e., information not required) and attachments included by the Offeror should be clearly identified in the Table of Contents and provided as a separate section.

5.1.4 SUBCONTRACTORS AND AFFILIATES

Offerors may utilize the service(s) of an affiliate or a subcontractor to perform services/requirements outlined in this RFP. If the Offeror's services provided for hereunder include services, equipment, or materials supplied by an affiliate, the affiliate shall be within the Offeror's controlled group and the Offeror, if awarded a contract, must act as the Contractor and shall assume full responsibility for any affiliate's performance.

If the Offeror's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Offeror, if awarded a contract, must act as the Contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all requirements.

Offerors utilizing the services of an affiliate or a subcontractor to perform services/requirements outlined in this RFP should complete Attachment 6, Subcontractor/Affiliate Information. Attachment 6 should be completed for each subcontractor/affiliate proposed to perform any of the requirements of this contract. All subcontractor arrangements must be finally established and all contracts negotiated with subcontractors/affiliates prior to submission of proposals. Following submission of proposals and prior to award, copies of all subcontractor contracts may be requested for review by PEBA.

If any subcontractor/affiliate arrangement(s) necessitate an additional administrative agreement or procedural document to be signed by PEBA, 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.**

5.1.5 OFFEROR'S TECHNICAL PROPOSAL RESPONSE

Offerors should provide a detailed response to each of the questions/sub-questions below. Please be specific in your response. Please list the question as stated below with your response immediately following the question.

I. Organization and Company History

1. Provide a brief overview of your organization. The narrative shall include the following:
 - a. Date established;
 - b. Ownership (public, partnership, subsidiary, etc.);
 - c. Years active in the governmental defined contribution (DC) plan market;
 - d. Years active in administering multiple-employer plans;
 - e. Years in the governmental 401(k) market;
 - f. Years in the governmental 457(b) market; and
 - g. Relationships with other entities relevant to or related to the subject matter of this RFP.
2. Provide the following information:
 - a. Total assets under administration;
 - b. Total DC assets under administration;
 - c. Total governmental DC assets under administration;
 - d. Total multiple-employer plan assets under administration;
 - e. Total governmental 401(k) assets under administration; and
 - f. Total governmental 457(b) assets under administration.
3. What are your client retention statistics for each of the last three (3) years broken out by year? What percentage of clients left due to issues pertaining to services provided by your company?
4. What is your average client relationship duration? What is the average relationship duration for your governmental sector plans?
5. Complete the chart on your governmental sector 401(k) or 457(b) plans you have gained and lost in the last three (3) calendar years:

	2022		2021		2020	
	Gained	Lost	Gained	Lost	Gained	Lost
Governmental 401(k)						
Governmental 457(b)						

6. List the number and total assets of the governmental sector 401(k) and 457(b) plans they currently administer by completing the charts below:

	Plans		Assets	
Number of Participants				
401(k) Plans	Number	Percent	Amount	Percent
Under 5,000				
5,001 – 10,000				
10,001 – 20,000				
20,000 +				
Total				

	Plans		Assets	
Number of Participants				
457 Plans	Number	Percent	Amount	Percent
Under 5,000				
5,001 – 10,000				
10,001 – 20,000				
20,000 +				
Total				

7. What is the total number of participants in all governmental sector defined contribution plans currently being administered by your company? What is the number specific to Governmental 401(k) plans? Governmental 457(b) plans? Specify any statewide governmental multiple-employer programs.
8. Describe your errors/omissions liability insurance and coverage. Describe the various types of insurance coverage and indemnification provided to protect clients.
9. Has your company, or any affiliates, been a party to any litigation during the last three (3) years involving your company's defined contribution recordkeeping and administration services? If so, provide: 1) the nature of the claim or action, 2) the current status of the litigation and 3) any judgments, fines or settlements paid.
10. What is the last date when your company had a change in its business structure, whether through an acquisition or divestiture or through an alliance arrangement? If applicable, how did this change in business affect the recordkeeping division?
11. Offerors should describe any pending or anticipated plans to re-organize your company within itself or as part of the larger organization of which your company is a part. Offerors should also describe any pending or anticipated plans to consolidate or merge with another company.

II. References

1. Provide references for three (3) current governmental sector clients whose plan demographics are most similar to the Program (e.g., plan size, plan design). If available, at least one (1) of the three (3) should have converted within the last year.

For each reference, provide:

Client name	
Contact name	
Phone number	
E-mail address	
Services provided	
Year becoming a client	

2. Provide references for three (3) former governmental sector clients whose plan demographics are most similar to the Program (e.g., plan size, plan design). At least one (1) of the three (3) should have left within the last year.

For each reference provide:

Client name	
Contact name	
Phone number	
E-mail address	
Services provided	
Year becoming a client	

III. Client Service and Quality Assurance

1. How many of your company's employees work on defined contribution retirement plans? Offerors should provide the employee breakdown by completing the chart below:

Personnel Type	Number	Personnel Type	Number
Executive Management		Retirement Plan Advisors/Field Representatives	
Management/Supervisors		Systems Management	
Client Relationship Managers		Systems Staff: Development & Maintenance	
Client Service Representatives/Managers		Website support	
Communications/Marketing		Other	

2. What is the average tenure (in years) of the following positions in your company:
 - a. Client Relationship Manager;
 - b. Client Service Manager;
 - c. Retirement Plan Advisor / Field Service Representative;
 - d. Communications Lead;
 - e. Conversion Project Manager; and
 - f. Call Center Customer Service Representative.

3. Do you currently have staff located in South Carolina? If yes, where is your office located? If no, where is the closest office?
4. What location(s) would provide the services described in this RFP?
5. Describe the team that would deal directly with PEBA on an ongoing basis. Indicate staff size, position, experience, and turnover rates. In addition, provide a brief resume for each individual.
6. Will you need to hire additional staff to service this Program? If so, state the number of additional staff required, by job title and function.
7. What is the number of account relationships for each member of the proposed service team?
8. Describe the training program and licensing requirements for the retirement plan advisors / field service representatives.
9. Describe the training program and licensing requirements for the call center customer service representatives.
10. List the common topics and issues when training benefit and payroll staff for participating employers. Is training available through webinars or on-demand learning online? (Yes/No)
11. Complete the chart below regarding service standards and any associated guarantees for not meeting the standard:

Transaction	Service Standard	Guarantee (\$)
Issuance of Participant Statements		
Transaction Confirmation Statements		
Hard Copy Plan Level Administrative Reports (hard copies)		
Processing Payroll Contributions		
Processing New Loans		
Hardship/Unforeseen Emergency Withdrawals		
Termination/Rollovers/Direct Transfers for Distribution		
Fund Balance Transfers		
Investment Election Requests		
Contribution Elections/ Changes		
QDRO Processing		

12. What is the total annual amount you are willing to put at risk for the guarantees identified above?
13. PEBA is dedicated to measuring and maintaining a high level of customer (participant and employer) satisfaction. How frequently do you conduct client and participant satisfaction surveys of your services and performance? Who conducts the surveys?
14. What corrective measures or actions steps do you perform to address clients, participating employers and participants who are not satisfied with your performance?
15. Do you provide participants protection against unauthorized access to their accounts? Briefly describe the protection and any qualifications for such protection. Include in your response, your process for indemnifying the participant and the timeframe involved with each step in the process.

IV. Recordkeeping and Administration

1. What portion of your company's expenses relate to recordkeeping and system technological development?
2. Confirm your ability to provide a deferral report to participating employers to allow them to update their payroll records for new deferrals or changes to existing deferrals as requested by their employees. How frequently can you provide such a report?
3. Confirm your ability to perform reconciliations related to contribution remittance/payroll files from approximately 660 unique payroll centers? Briefly describe your administrative process for correcting payroll data and editing incomplete or missing data for multiple employer plans.
4. Can you accept from an approved employer contact manual edits, adjustments, and indicative data changes to a contribution remittance file? If so, would you use a new file to over-write the entire original or only edit records impacted? Briefly describe any limitations or qualifications that apply.
5. Can you handle negative data within a contribution remittance file related to a correction needed for a previous remittance? Briefly describe any limitations or qualifications that apply.
6. Confirm your ability to provide an employer reference guide containing administrative requirements and procedures related to an employer's roles and responsibilities specific to the Program.
7. Briefly describe the level of customization available to the Program on administrative forms used for Program administration. If customization is generally allowed, describe your internal process for ensuring subsequent global forms changes are incorporated without removing prior customization.
8. Describe how your systems identify participants contributing up to the current maximum contribution as well as how they confirm eligibility for, and classify participants in, catch-up status.
9. Briefly describe the different options for submission of a distribution request. Explain how you handle electronic distribution requests, including details about security measures and verification procedures used during this process.
10. Describe the ways a participant can submit a paper form to your company for processing.
11. Does your system allow distributions proceeds to come from a specific investment option, or must they be taken pro-rata across all investment options held by the participant?
12. For distributions, does your system automatically withhold Federal tax, and if applicable, State tax? Does your system allow participants to request a net payment amount if State tax withholding is requested?
13. Confirm that you are able to fully administer hardship/unforeseeable emergency distribution requests. Are you able to handle first level appeals? Briefly describe any limitations or qualifications that apply.
14. Confirm that you are able to fully qualify and process Qualified Domestic Relations Orders (QDROs) with the attorneys representing the parties. What, if any, role would PEBA be required to play?
15. Does your system maintain separate accounts for non-participant alternate payees?
16. Briefly describe your process for searching for missing participants.

17. Briefly describe your standard procedure for outreach to participants regarding uncashed distribution checks.
18. List any limits imposed on any participant-initiated transactions (i.e., investment option changes, contribution rate changes, name or address changes, etc.).
19. Describe the process you use to obtain, track and maintain participant beneficiary data.
20. Confirm your ability to accept, maintain, and display primary and contingent beneficiary information online.
21. Are you able to assist participants who elect to transfer their Program account assets to purchase service credits in the South Carolina Retirement Systems' defined benefit plans? Will your system allow for the rollover to PEBA to be made via ACH or Wire?
22. Are all of your participant service systems (e.g. VRS, 1-800 and web) linked to the same recordkeeping database? If not, briefly describe how you ensure that participant information is updated between systems.

V. Loans

Participating employers process loan repayments on behalf of active participants via payroll deduction. New loans are not allowed for participants who are not actively employed.

1. Confirm that your system is fully capable of administering participant loans.
2. List the different methods available to apply for a loan. When a loan is taken, can a participant elect that the proceeds come from a specific investment option, or must they be taken pro-rata from all investment options held by the participant?
3. Describe the flexibility in your loan repayment processing (i.e., additional payments, missed payments, etc.).
4. List the different methods your system will accept for loan repayments. Briefly describe how you handle loan repayments for participants who are no longer actively employed by a participating employer in the Program.
5. The Program currently only allows one active loan across both plans; however, some participants have multiple active loans that were grandfathered in. Is your system able to administer multiple loans for a single participant?
6. Describe how your system administers delinquent and/or defaulted loans, including notification to the employer, if participant is actively employed, and to the participant?

VI. Systems Capabilities and Hardware

1. What system do you use to administer defined contribution plans? Is the same recordkeeping system used for all plan types administered, to include 401(k) and 457(b) plans? How long have you used the system?
2. Was the software developed internally, leased, or purchased from another provider? Who has the ultimate responsibility/authority to make sure the software remains current to laws, regulations, client needs, security protocols, etc.?
3. Are you planning any major change in the software or hardware supporting your system in the next 24 months? If yes, please describe.
4. Describe your documented disaster recovery plan. How often do you test your recovery plan?
5. How often is your system data backed-up? Is back-up data encrypted?
 - a. Describe any system outages within the last three (3) years and how have they been handled.
 - b. Has any liability resulted from these outages and are there any pending claims related to these outages?
6. Describe in detail your procedures and safeguards used to guarantee:
 - a. Security for your hardware and facility;
 - b. Authorized access to data;
 - c. Confidentiality of data; and
 - d. Security for any hard copy of plan-related data or documents.

Explain your process in the event participant data is compromised.
7. Do you utilize a Secure File Transfer Protocol (SFTP) when exchanging information with clients?
8. Provide a current SSAE18 audit of your recordkeeping system, or any other audit you have performed. Who completes the audit and how frequently?
9. Do you test IT security as part of the SSAE18 or separately? If separately, who performs and how frequently.
10. Are your recordkeeping and trust systems fully integrated?

VII. Custodial Trustee Services

1. For the custody/trustee services you propose, what is the name of the trust company, the total number of years that they have been in operation, and the assets the company holds as of December 31, 2022?
2. What are the total governmental sector defined contribution assets currently held by the custodian proposed?
3. Are there any restrictions by investment type that pertain to your custodial services? If yes, describe them in detail.
4. Confirm that you will offer trustee services for outside investment funds.

5. Is your proposed custodial trustee able to accommodate a white label (fund-of-funds) investment structure? If yes, what is the additional cost? If no, how are you able to accommodate white label investments, including creating fund fact sheets and making them available to participants?
6. Do you have a limit on the number of checks/wires/ACH payments available to participants?
7. Do you have an electronic link with the investment managers for updating participants' accounts on your recordkeeping system?
8. Describe your reconciliation process to ensure participant accounts and total custodial assets are in balance, including a timeline for completion of the reconciliation.
9. Will PEBA be required to execute a custodial agreement with your custodial trustee, or will it be part of the contract with PEBA? If an additional agreement is required, submit a copy of the agreement with your response to this RFP. Agreements not submitted with your response may not be accepted after award.

VIII. Regulatory and Compliance

1. Offerors should list the standard compliance testing they provide as part of the base recordkeeping fee. How do you address any tests that fail?
2. Offerors should describe how they administer §401(a)(9) required minimum distributions including:
 - Identification of impacted individuals,
 - Determination of the minimum required payment amount,
 - Notification to impacted individuals, and
 - Payment within required deadlines.
3. Offerors should describe their capabilities and timeframes for monitoring maximum deferral limits and the catch-up provisions.
4. Describe your resources for obtaining legal opinions, interpretations of laws, regulations, and other matters on issues pertaining to governmental defined contribution plans?
5. Explain your procedures for ensuring your recordkeeping system is up to date and in compliance with all applicable rules and regulations pertaining to governmental defined contribution plans. How quickly are changes in the law reflected in your system?
6. Offerors should outline, in detail, their plan for implementing the provisions of SECURE 2.0, including anticipated timelines for each of the provisions. Specifically related to the Catch-up provisions in SECURE 2.0, offerors should describe, in detail, how wages are expected to be monitored within their planned implementation and anticipated communications to employers and participants regarding their responsibilities related to monitoring limits.
7. Offerors should acknowledge and describe, in detail, their fiduciary responsibility with respect to the Program.
8. If requested by PEBA, are you able to provide fee disclosures that comply with IRC Sections 408(b)(2) and 404(a)? If so, advise if there is an additional cost for this service.

IX. Communication and Education

1. Describe the educational services that you will provide to the Program. Describe separately your initial and on-going communication and education program (including printed materials, in-person training, virtual training (live and pre-recorded), etc.). Identify the key elements provided as part of your proposed communication and education program package including the types marketing media (e.g. print, e-mail, onsite, etc.). Provide sample materials for enrollment, transition and on-going communication and education.
2. Describe the initial enrollment process/methods. Confirm you will maintain and control the inventory of all related enrollment materials that are to be included in enrollment kits that will be provided to employers upon request.
3. Describe the communication and education services you will deliver to non-active participants (i.e., retirees and terminated employees) with account balances.
4. Describe the education your firm offers in providing distribution counseling to participants (active and inactive) on the potential benefits of leaving their account balance in the Program.
5. Will you provide participants with onsite, group education and retirement planning sessions or financial/pre-retirement seminars on an on-going basis? If yes, list the titles of the subjects that are covered in your sessions/seminars with a brief description. Confirm if the educational sessions/seminars are available via other means such as live webinars or pre-recorded videos.
6. Describe the systems and services you offer to help participants achieve retirement awareness. For system tools, advise whether aspects of the tool can be customized to incorporate plan-specific needs.
7. Briefly describe the information provided to Program participants regarding distribution options. Highlight any services or programs you provide for participants (retired or terminated) leaving the Program.
8. Describe your expectation surrounding PEBA's role in the communication, education, and enrollment processes.
9. Describe your ability to customize communications and marketing materials for PEBA. Provide examples that illustrate cobranding.
10. Describe, in detail, how you will work collaboratively with PEBA staff to develop and implement a strategic marketing plan to increase participation in the Program and awareness of Program benefits.
11. Briefly describe how you measure the success of your education/communication programs.
12. Can you provide customized surveys to assess the success of the education program?

X. Plan Sponsor Reporting (including Plan Audit)

1. Describe the standard reporting package that you would provide to PEBA (provide samples with your proposal).
2. Will PEBA be able to generate these reports on-line? If yes, what type of training is provided to staff in the use of the reporting system as well as other aspects of program administration?
3. What is the standard timeframe for providing each plan sponsor report, including investment asset reports, after the reporting period ends?
4. List the types of demographic participant data you will be able to provide.
5. Provide a web address and instructions on how to access a demonstration of your plan sponsor website.
6. Confirm your ability to provide an annual SOC-1 report to PEBA.
7. Participants are required by the Program to update deferrals directly with the contracted service provider, and those deferrals are shared by the service provider with employers so they may update their payroll system accordingly. Occasionally the required process is not followed leading to differences between deferrals per the recordkeeping system and deferral amounts being remitted by the employer. Are you able to audit deferrals on a semi-annual basis to ensure participant deferral requests are being properly incorporated into employer payroll systems and contribution remittance process? Describe your proposed process for handling such an audit.
8. PEBA conducts an annual audit of both Plans as part of its financial statement preparation process. For the audit:
 - a. Briefly describe your capabilities with respect to assisting PEBA and its auditor.
 - b. Describe your company's resources dedicated to audit assistance.
 - c. What is the lead time needed to fulfill requests?
 - d. Provide a listing of documentation and reporting included in your standard annual audit package (provide samples with your proposal).
 - e. Do you offer any performance guarantees with respect to delivering information for the annual audit?

XI. Participant Reporting

1. Briefly describe your standard participant statement (provide samples).
2. Confirm your ability to provide a consolidated statement for the 401(k) and 457(b). A consolidated summary must be provided, not just a combination of two independent statements.
3. How is retirement awareness incorporated into your participant statements?
4. Briefly describe any differences between your hard copy statements and the statements available online.
5. What time periods are illustrated for a participant's personalized rate-of-return?
6. Describe the Program's customization capabilities for participant statements and indicate whether they apply to hard copy statements, electronic statements, or both.

7. Are participants able to customize the statements they receive (hard copy or electronic)?
8. Confirm participants are able to elect to receive paper statements. Describe any associated charges to the participant or the Program to allow this option.
9. How much space is there for customized messages from PEBA on your quarterly participant statement? Indicate where it appears on hard copy and electronic statements, and whether any additional cost applies.
10. Are all associated fees itemized and disclosed on the quarterly statements? If so, do they substantially comply with ERISA disclosure requirements?
11. What additional fee disclosure, if any, do you provide to the Program and participants?

XII. Participant Services/Automated Voice Response System (VRS)

1. Describe the security through which a participant passes to use the VRS.
2. Are there any transactions that cannot be processed through the VRS?
3. How quickly is the VRS updated after transactions are performed within the recordkeeping system?
4. Is the VRS capable of generating?
5. If a participant calls the VRS but does not properly complete the transaction, is there any follow-up with the participant generated through a workflow in the system? Briefly describe.
6. Can participants request contribution deduction changes through the VRS?
7. Does your VRS accommodate non-English speaking participants? If so, what languages does it accommodate?
8. Does your system accommodate participants with hearing/speech impairments? If so, explain how.
9. Describe how data is secured within the system (i.e., PIN, audit trail, confirmations).
10. Describe any security breaches that resulted in improper access to one or more participant accounts within the last three years and the steps you took to remedy the breach.

XIII. Participant Services/1-800 Customer Service Center

1. What are the standard hours of operation of your customer service center? Is there flexibility in setting these hours of operation?
2. Where is your customer service center located? Where is your back-up customer service center, if applicable?
3. Are there any transactions that cannot be processed through the customer service center? If yes, which ones?
4. If allowed by the Program, can employees enroll through the customer service center?

5. Can participants change their PIN by calling the customer service center? Describe your procedures for re-setting PINs and how those PINs are delivered to participants once re-set.
6. Provide the following information about your customer service representatives (CSR):
 - a. Licensing requirements, employment qualifications as well as your training program,
 - b. Relationship - employees or outside contractors¹,
 - c. Average tenure,
 - d. Total CSR agents employed on a year-round basis, and
 - e. Compensation and promotional structure for CSRs.
7. Describe how data is secured within the system (i.e., PIN, audit trail, confirmations).
8. Provide the information below on your service center standards:

	Performance Standard	4th Quarter 2022	1st Quarter 2023	2nd Quarter 2023
Number of calls				
Average length				
Average response time				
Percentage requiring follow-up				
Abandonment rate				
Percentage handled 100% via VRS versus CSR				

XIV. Participant Services/Website

1. Provide a web address and instructions on how to access a demonstration of your Program microsite / participant website.
2. Briefly highlight your Program microsite / participant website capabilities.
3. Provide a detailed description of your Program microsite accessible without entering a password that explains the features, benefits and value of enrolling in the Program. Detail the capability for customization.
4. Specify any transactions that cannot be completed via your Program microsite / participant website. Describe what is accessible pre-login versus post-login.
5. Do you have a mobile app or mobile optimized website? Are there limitations to the functionality versus the full site? If yes, what?
6. What general and investment education materials and retirement planning tools do you offer participants via the Program microsite ? Specify which are available pre-login versus post-login.
7. Do you offer an electronic enrollment process through the website? Describe the process.

¹ If contractors or a combination, include the percentage of each & duration of subcontractor agreement.

8. Do participants have the ability to implement auto escalation in their deferrals via their online account?
9. Can participants e-mail specific questions via the website? If yes, who receives the e-mail, researches the issue, and responds? What is the expected turnaround time?
10. Can participants live chat via the website? If yes, who answers the chat and what hours are they available?
11. Does your website have the ability to download participant account information into software programs? If yes, which programs (i.e., Quicken, Mint, FutureAdvisor, etc.)?
12. Describe any security breaches that resulted in improper access to one or more participant accounts within the last three years and the steps you took to remedy the breach.
13. What improvements to your website capabilities are designated to occur in the next two to three years?
14. Are the same improvements being made to your mobile capabilities? If no, briefly describe what is being done to enhance your mobile capabilities.

XV. Retirement Plan Advisors / Field Service Representatives

1. Confirm you will have a local office in Columbia, SC. Provide the location, if already known.
2. How many retirement plan advisors (RPA)/field service representatives (FSR) would you assign to the Program? Confirm they will be local and 100% full-time dedicated to this Contract.
3. Describe the structure of how the RPA/FSRs would be organized to service this relationship, including:
 - a. Location,
 - b. Staffing (including functions to be performed),
 - c. Standard hours of operation,
 - d. How you would handle pre-scheduled consultations, and
 - e. How you would handle walk-ins.
4. What is your annual cost associated with each RPA/FSR?
5. What is the per participant cost for your proposed servicing model?
6. Could you assign more or fewer RPA/FSRs to the Program, if requested? If so, please describe how any requested changes would impact your fees listed in Attachment Five (5) of this RFP.
7. Confirm PEBA's ability to request a new RPA/FSR if one is not meeting the Program's needs.
8. Briefly describe the credentials and required experience of RPA/FSRs who will be assigned to the Program.
9. Will the RPA/FSRs assigned to the Program be employees of your firm? If not, explain the relationship.
10. Explain the compensation structure for the local RPA/FSRs (e.g. 85% salary, 15% bonus). Include an explanation of how any bonuses and incentives are determined. *As previously indicated, it is a requirement that your RPA/FSRs are not compensated on a commissioned or incentive basis to promote any investment product or service.*

11. Confirm RPA/FSRs will be available to discuss the Program, investments and retirement planning with participants on a one-on-one basis, both in-person and virtually. How often would an RPA/FSR be expected to meet with a participant?
12. Identify the number of group meetings and one-on-one consultations you have assumed will be provided by each RPA/FSR annually. If this number is exceeded, is there an additional cost for onsite meetings?

XVI. Investment Advisory

1. Describe the participant investment advisory services you offer (i.e., Morningstar ClearFuture, Financial Engines, etc.), including managed accounts. Identify the different levels available.
2. How long have you partnered with your current vendor for each of the services in your advisory program?
3. List the various methods through which participants could receive advice (e.g. phone, in-person, virtually).
4. What are the fees associated with each level of the advisory services proposed? Is the fee based on total plan participants or only charged to participants who elect the services?
5. Does your service:
 - a. Produce asset allocation recommendations?
 - b. Provide recommendations of specific funds?
 - c. Include savings rate recommendations?
 - d. Take into account a participant's assets outside the Program?
6. If a call center is available for participants to speak with an investment advisory representative, what are the standard hours of operation? Is there flexibility in setting these hours of operation?
7. Describe the generally accepted investment theories that form the basis for the vendor's advice model.
8. Briefly describe how you ensure that participants receive impartial and objective advice, free of any conflicts of interest between the advice provider and investment providers.
9. Briefly describe the type and level of indemnification you provide to PEBA for the vendor's advisory services.
10. What is disclosed to participants regarding your fiduciary role and the vendor's fiduciary role with respect to these participant investment advisory services?
11. Confirm that PEBA will not be responsible for advice offered through their investment advisory services.
12. How many of your existing governmental sector clients opted to provide each level of service you offer?
13. Do you or the vendor offer specific investment advice to participants on an in-person basis other than through the on-line advice provider? If yes, briefly describe.
14. For in-person investment advice, how do you manage conflicts of interest?

15. Do you receive additional compensation (including to any subsidiaries) from the participant investment advisory service vendor? If yes, describe the arrangement and whether you are willing to rebate a portion of the compensation received from the vendor to the Program.
16. Briefly describe any additional relationships you have with any other advisory or financial wellness providers.
17. If applicable, will PEBA be required to execute a separate contract with your investment advisory service vendor or will it be part of your service contract and agreements? If an additional agreement is required, a copy of the agreement must be submitted with your response to this RFP. Agreements not submitted with your response may not be accepted after award.

XVII. Plan Implementation (Not an Evaluated Item)

Offerors should assume an in-kind transfer method that will not require an initial re-enrollment.

1. Offerors should submit a proposed implementation plan. The proposed implementation plan should outline, in detail, all the tasks necessary to begin full operations and performance of the contract on January 1, 2025. At a minimum, the proposed implementation plan should specify expected dates of completion of all tasks, how the tasks will be accomplished, the identity of the person(s) responsible for each task, and any personnel who will be onsite during the implementation process. The proposed implementation plan will be converted to a Final Implementation Plan and will be strictly enforced. Offeror should provide the names and qualifications of the top three (3) principal individuals who will be responsible for the implementation of this contract. Specific tasks and schedules to be included in the Offeror's proposed implementation plan include, but may not be limited to:
 - Program description, marketing materials and Program microsite to be used beginning January 1, 2025;
 - Forms to be used beginning January 1, 2025; and
 - Letters to be used beginning January 1, 2025.
2. By what date would you need authority to proceed to accommodate the asset and recordkeeping transfer associated with the January 1, 2025 contract effective date?
3. What involvement will be required from PEBA during the implementation process?
4. How many tests of prior valuation and reconciliation of assets does your company require before conversion?
5. Do you have any limitations as to the format/media of participant data received from the current Contractor?
6. Confirm if you will accept imaged documents from the previous vendor.
7. How are investments handled during the conversion process?
8. Describe your procedures during the conversion period to communicate with non-active employees (i.e. retirees and terminated employees with accounts in the Program).
9. How are distributions handled to accommodate the continuity of payments to retirees during the conversion process?
10. Describe how you would manage the transition of assets from the current Managed Account option.
11. What assurances/guarantees do you provide with respect to a timely implementation?
12. What is the standard length of your blackout period?

13. Identify comparable plan conversions in which you have been involved. How many conversions and implementations has your company conducted during the past three years involving plans with 20,000 participants or more?

XVIII. Self-Directed Brokerage Services

1. Through whom do you offer self-directed brokerage (SDB) account services?
2. What are any specific program design requirements?
3. What is the annual cost for maintaining an account? How is the cost negotiated?
4. Confirm your proposed SDB service allows a minimum balance requirement. What happens if minimum balances are not maintained? Confirm PEBA can customize the minimum balance.
5. Confirm your proposed SDB service allows the Program to restrict a participant from certain investments.
6. Are there any transfer restrictions for moving money between the core investment line-up and the self-directed brokerage account?
7. How are assets within the proposed SDB account treated for purposes of the following:
 - a. Regular distributions or hardship distributions,
 - b. IRC required minimum distributions,
 - c. Qualified Domestic Relations Orders,
 - d. Death benefit claims, and
 - e. Federal tax levies.
8. Provide information on the website that participants use at the proposed SDB service provider.
9. What are the standard hours of operation for telephone support with the proposed SDB service provider?
10. Do participants receive a detailed account summary of all assets held in the brokerage account? If so, how often?
11. What information from the SDB account is reflected and reported on Program quarterly participant statements?
12. Will PEBA be required to execute a separate contract for self-directed brokerage? If an additional agreement is required, a copy of the agreement must be submitted with your response to this RFP. Agreements not submitted with your response may not be accepted after award.

XIX. Investment Management Services

At this time, PEBA will maintain the current investment lineup, but reserves the right, at its sole discretion, to add to, replace, or remove any of the current investment options. Accordingly, an Offeror should not rely on revenues generated from particular investment options when determining its proposed fees.

1. Please confirm no transfer restrictions or withdrawal charges on investment options within the Program.
2. Provide the number of outside mutual fund family alliances with which you have relationships. Approximately how many investment options does this represent?
3. Provide the number of commingled investment trust investment options you have available on your platform. What asset classes does this represent?
4. Briefly describe your ability to accommodate white label (fund-of-fund) investments.
5. Confirm there is no cost for making changes to the investment line-up.
6. What is the standard timeframe for making changes to the investment line-up?

XX. Stable Value Fund

1. Confirm whether your investment platform can accommodate the current South Carolina Stable Value Fund, which is managed by Empower Capital Management, LLC under a separate account structure.
2. If the current South Carolina Stable Value Fund cannot be accommodated on your investment platform, provide your recommendation on transitioning from the fund to a stable value/fixed account product on your platform. When providing a recommendation, please take all aspects of the current status of the fund into consideration.
3. List ALL of the stable value/fixed account products available on your platform.

5.2 BUSINESS PROPOSAL

5.2.1 OFFEROR'S PROPOSED FEES

I. Offeror's Proposed Fees

Offerors shall complete Attachment 5. All proposed fees must be included in Attachment 5 so PEBA may compare Offerors on an equitable basis.

All revenue sharing generated from the mutual fund investment options shall be returned to Program participants invested in the fund as soon as administratively practicable.

PART 6

AWARD CRITERIA

Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State. Award will be made to one Offeror.

Proposals will be evaluated by a review panel on the basis of the following criteria. Evaluation criteria are stated in relative order of importance with the first criteria being the most important. Once evaluation is complete, all responsive Offerors shall be ranked from most advantageous to least advantageous.

- A. Participating Employee and Employer Services:** Information submitted in response to Part 5, Information for Offerors to Submit, Section 5.1.5, Roman Numerals IX-XV will be used to evaluate this criterion.
- B. Recordkeeping and Administrative Services:** Information submitted in response to Part 5, Information for Offerors to Submit, Section 5.1.5, Roman Numerals IV – VI and VIII will be used to evaluate this criterion.
- C. Custodial Trustee and Investment Management Services:** Information submitted in response to Part 5, Information for Offerors to Submit, Section 5.1.5, Roman Numerals VII, XVI, and XVIII-XX will be used to evaluate this criterion.
- D. Offeror's Proposed Fees:** Information submitted in response to Part 5, Information for Offerors to Submit, Section 5.2.1, will be used to evaluate this criterion.
- E. Organization and History:** Information submitted in response to Part 5, Information for Offerors to Submit, Section 5.1.5, Roman Numerals I – III will be used to evaluate this criterion.

PART 7

TERMS AND CONDITIONS -- A. GENERAL

7.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015): (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, Contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided

the Procurement Officer with (1) proof of the assignment, (2) the identity (by contract number) of the specific state contract to which the assignment applies, and (3) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If Contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

7.2 BANKRUPTCY – GENERAL (FEB 2015): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to PEBA. This notification shall be furnished within two (2) business days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all PEBA contracts against which final payment has not been made. This notification obligation remains in effect through the twelve (12) month post-termination transition period under this Contract. (b) Termination. This Contract is voidable and subject to immediate termination by PEBA upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

7.3 CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation.

7.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (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) the solicitation, as amended, (3) documentation of discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (the "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by PEBA, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by PEBA. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

7.5 DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided PEBA annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

7.6 DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by PEBA regarding the Agreement is not a waiver of either PEBA's or the State of South Carolina's sovereign immunity or immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7.7 EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

7.8 FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

7.9 FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit Contractor from offering lower pricing after award.

7.10 NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires PEBA to indemnify, defend, or pay attorney's fees to anyone for any reason.

7.11 NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to Contractor shall be to the address identified as the Notice Address on Page Two. Notice to PEBA shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

7.12 OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

7.13 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or

proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

7.14 PAYMENT & INTEREST: (a) PEBA shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by PEBA. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer or check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, PEBA shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to PEBA shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) PEBA shall have all of its common law, equitable, and statutory rights of set-off.

7.15 PUBLICITY: Contractor shall not publish any comments or quotes by PEBA or State of South Carolina employees or include PEBA or the State of South Carolina in either news releases or a published list of customers without the prior written approval of the Procurement Officer.

7.16 PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from PEBA. Purchase orders may be used to elect options available under this contract, e.g., quantity, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

7.17 SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Indemnification - Intellectual Property, Contract Documents and Order of Precedence, HIPAA Compliance/Confidentiality, and any provisions regarding warranty or audit.

7.18 TAXES (JAN 2006): Any tax the Contractor may be required to collect or pay upon the sale, use, or delivery of the products shall be paid by PEBA, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by PEBA. It shall be solely PEBA's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by PEBA to the Contractor, Contractor shall be liable to PEBA for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on the Contractor's net income or assets shall be the sole responsibility of the Contractor.

7.19 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

7.20 THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

7.21 WAIVER (JAN 2006): PEBA does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of PEBA's rights under this Contract. Any waiver must be in writing.

PART 7

TERMS AND CONDITIONS -- B. SPECIAL

7.22 ADVERTISING USE AND REPRESENTATION: CONTACT WITH STATE ENTITIES: The Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by PEBA or the State of South Carolina or is considered by PEBA or the State of South Carolina to be superior to other products or services. PEBA reserves the right to review and approve any commercial advertising to which PEBA's use of Contractor's services and/or supplies under this Contract is referred. Such review shall be timely and approval shall not be unreasonably withheld. The Contractor shall not perform any mass mailings to participants without the permission of PEBA. At no time during the term of the Contract or otherwise, shall any employee of the Contractor use any data, name, address or other information received by the Contractor or Subcontractor pursuant to this Contract for any purpose other than performance of the contract. Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay PEBA liquidated damages per Section 3.15 of this Contract.

7.23 ATTORNEY'S FEES: In the event that PEBA brings suit or action to compel performance of or recover for any breach of any stipulation, covenant, term, or condition of this Contract, PEBA may seek attorneys' fees from the Contractor and the Contractor will pay to PEBA such attorneys' fees as the court may award. Contractor will, in all instances, bear its own attorneys' fees and expenses.

7.24 BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015): (a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to PEBA, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify PEBA within two (2) business days of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to PEBA, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by PEBA. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

7.25 CHANGES (JAN 2006): (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes to the term of the Contract or within the general scope of this Contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for PEBA in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the Contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the Contract price, the delivery schedule, or both, and the Contract modified in writing accordingly. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that PEBA promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written Contract Modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor’s claim unless PEBA is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

7.26 COMPLIANCE WITH LAWS (JAN 2006): During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

7.27 CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the Contractor, PEBA, and Procurement Officer may be held at a location selected by PEBA within five (5) days after final award, and prior to commencement of work under the Contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The Contractor or its duly authorized representative shall be required to attend at Contractor’s expense.

7.28 CONTRACT INTERPRETATION: In the event there are any disagreements between the parties with regards to the application of this Contract or the requirements of PEBA arising from any interpretation of the Request for Proposals, this Contract, or otherwise, Contractor agrees to defer to the reasonable interpretations of

PEBA as from time to time may be made by PEBA. This provision applies to all matters including those arising from disputes concerning whether Contractor is required to provide some service or item, including scope of work issues, and whether particular items or services were included in the scope of work agreed to by the parties in this Contract or otherwise. In summary, if both parties have a reasonable interpretation regarding application of the contract, Contractor agrees to defer to PEBA's interpretation.

The above requirements shall apply to any change orders, contract modifications, or other deviations to this agreement. Failure to receive the prior written and express approval of PEBA prior to implementing any changes to the requirements provided for hereunder, for which requests for extra or additional compensation are thereafter submitted by the Contractor to PEBA, shall impose no liability for payment upon PEBA and may be rejected by PEBA without recourse.

7.29 CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this Contract for any item or service that is not expressly listed. No sales may be made pursuant to this Contract after expiration of this Contract. Violation of this provision may result in termination of this Contract and may subject contractor to suspension or debarment. [07-7B045-1]

7.30 CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

7.31 CONTRACTOR'S LIABILITY INSURANCE-GENERAL (FEB 2015): (a) Without limiting any of the 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, 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 04/13 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 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.

(2) 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) PEBA, its officers, officials, employees, and volunteers 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 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 in which PEBA is included as an additional insured shall be primary insurance as respects the State, PEBA, and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, PEBA, or its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Policy should be endorsed with Primary and Non-Contributory-Other Insurance Condition CG 20 01.

(d) Prior to commencement of the work, the Contractor shall furnish PEBA with original industry standard Acord certificates 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 PEBA 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. PEBA reserves the right to require complete, certified copies of all required insurance ~~policies~~ **certificates**, including endorsements required by this section, at any time.

(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 PEBA 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 PEBA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or PEBA 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 PEBA has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to ~~and approved by~~ PEBA. PEBA 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) PEBA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.32 CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015):

(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

(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) PEBA and its 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 PEBA and its officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by PEBA and its 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 PEBA 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. PEBA reserves the right to require 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 PEBA 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 PEBA a waiver of any right to subrogation which any insurer of said Contractor may acquire against PEBA 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 effect this waiver of subrogation, but this provision applies regardless of whether or not PEBA has received a waiver of subrogation endorsement from the insurer.

(m) Any deductibles or self-insured retentions must be declared to and approved by PEBA. PEBA 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.

7.33 CONTRACTOR’S OBLIGATION - GENERAL (JAN 2006): The Contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime contractor and assume full responsibility for any Subcontractor’s performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7.34 DEFAULT (JAN 2006): (a) (1) PEBA may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- (ii) Make progress, so as to endanger performance of this Contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this Contract (but see paragraph (a)(2) of this clause).

(2) PEBA’s right to terminate this Contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If PEBA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to PEBA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes,

(8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this Contract is terminated for default, PEBA may require the Contractor to transfer title and deliver to PEBA, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which PEBA has an interest.

(f) PEBA shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. PEBA may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect PEBA against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause.

(h) The rights and remedies of PEBA in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.35 ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

7.36 INDEMNIFICATION – THIRD PARTY CLAIMS - GENERAL.

(a) Notwithstanding any limitation in this Contract, and to the fullest extent permitted by law, Contractor will indemnify PEBA for any and all costs, expenses, settlement payments, attorney’s fees, losses, liabilities, and damages from all suits or claims of any character brought by a third party, when the third party’s claims arise out of or are in connection with the goods or services acquired under this Contract, whether caused in whole or in part by any act or omission of Contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and regardless of whether or not caused in part by PEBA. The Contractor shall be required to indemnify under this section regardless of its own fault, but if PEBA’s negligence is determined by the appropriate court to be the sole

proximate cause of the suit or claim, the Contractor will not be required to indemnify PEBA under this paragraph. PEBA will, at all times, retain the right to choose its own counsel and control its own defense.

(b) PEBA may, at its sole discretion, request Contractor to provide defense of the third party claim or suit. If PEBA elects defense, Contractor will bear full responsibility for any and all costs, expenses, settlement payments, attorney's fees, losses, liabilities, and damages resulting from the suit or claim. PEBA will give Contractor timely notice of the suit or claim. PEBA's failure to provide or delay in providing such notice will relieve Contractor of its obligations under this subparagraph only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such action. Contractor must provide counsel acceptable to PEBA. Contractor will keep PEBA apprised of all documents filed or sent to the third party in the claim or suit and allow PEBA the opportunity to review and provide input on the Contractor's draft documents before they are filed or sent. PEBA reserves the right to revoke its request for defense at any point and to undertake responsibility for its own defense, in which case Contractor will be required to indemnify PEBA under subparagraph (a) of this paragraph. Contractor may not, without PEBA's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action, suit, or claim.

(c) Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause will not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist at law or in equity. The obligations of this paragraph will survive termination, cancellation, or expiration of this Contract. This provision will be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

7.37 INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION:

(a) Notwithstanding any limitation in this Contract, and to the fullest extent permitted by law, Contractor will indemnify PEBA for any and all costs, expenses, settlement payments, attorney's fees, losses, liabilities, and damages from all suits or claims by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of Contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by PEBA. The Contractor shall be required to indemnify under this section regardless of its own fault, but if PEBA's negligence is determined by the appropriate court to be the sole proximate cause of the suit or claim, the Contractor will not be required to indemnify PEBA under this section. PEBA will, at all times, retain the right to choose its own counsel and control its own defense.

(b) PEBA may, at its sole discretion, request Contractor to provide defense of the third party claim or suit. If PEBA elects defense, Contractor will bear full responsibility for any and all costs, expenses, settlement payments, attorney's fees, losses, liabilities, and damages resulting from the suit or claim. PEBA will give Contractor timely notice of the suit or claim. PEBA's failure to provide or delay in providing such notice will relieve Contractor of its obligations under this subparagraph only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such action. Contractor must provide counsel acceptable to PEBA. The Contractor will keep PEBA apprised of all documents filed or sent to the third party in the claim or suit and, to the extent practicable, allow PEBA the opportunity to review and provide input on the Contractor's draft documents before they are filed or sent. Contractor may not, without PEBA's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise, or consent (i) includes an unconditional release of PEBA from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability, or failure to act by or on behalf of PEBA or otherwise adversely affect PEBA. PEBA's consent is necessary for any settlement that requires PEBA to part with any right or make any payment or subjects PEBA to any injunction. PEBA reserves the right to revoke its request for defense at any point and to undertake

responsibility for its own defense, in which case Contractor will be required to indemnify PEBA under subparagraph (a) of this paragraph.

(c) Notwithstanding any other provision, Contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

7.38 INFORMATION SECURITY - DEFINITIONS (FEB 2015): The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, PEBA, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by PEBA or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than PEBA, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

7.39 INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, Contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, Contractor shall apply security controls when the Contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability. Contractor shall comply fully with all current and future updates of the information security requirements of PEBA, as outlined in this Contract and as provided during the term of the Contract.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Due Diligence.* Contractor shall complete a due diligence process annually or as otherwise requested by PEBA or a PEBA designated third party. This process may include a written questionnaire and in some cases could require an onsite visit from PEBA or a PEBA designated third party.

(f) *Background Checks.* Contractor shall ensure its staff shall have a criminal background check completed prior to accessing systems and/or applications that contain PEBA data. The background check shall be nationwide and, at a minimum, include federal, state, and county records where the Contractor's staff member has resided for the

past seven years. PEBA maintains the right to request a third party vendor or an individual who is involved with PEBA data and/or systems be removed from the further interaction with PEBA's data and/or systems.

(g) *Training*. Contractor shall provide security and privacy training, at least annually, for all staff members who have access to systems and/or applications that contain PEBA data.

(h) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

7.40 INFORMATION SECURITY – DATA LOCATION (FEB 2015): Contractor is prohibited from accessing, processing, transmitting, or storing government information, as defined in the clause titled Information Security- Definitions, outside the United States. This obligation is a material requirement of this contract.

7.41 INFORMATION USE AND DISCLOSURE (FEB 2015): Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates*. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information*. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give PEBA detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return*. Notwithstanding PEBA's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to PEBA (or destroy, at PEBA's option) all government information in its possession as and upon written request of PEBA (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Unintended Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than two business days after discovery, Contractor shall notify PEBA of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide PEBA all information necessary to enable PEBA to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of PEBA), Contractor shall reimburse PEBA for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on PEBA, and (5) reimburse PEBA all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights PEBA may have, and notwithstanding any other term of this contract, Contractor agrees that PEBA may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore PEBA shall be entitled to pursue equitable remedies in the event of a breach of this clause.

7.42 INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015): To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. § 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that PEBA is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. §§ 30-2-10, *et seq.*

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. §§ 30-2-310 *et seq.*

(e) Data Breach Notification, Proviso 117.110 of the 2015-2016 Appropriations Act. H.R. 3701 § 117.110. 121st Cong. (S.C. 2015) (Act 91), as revised in any future annual appropriations act.

7.43 LAWSUIT NOTIFICATION AND COOPERATION. The Contractor shall notify PEBA of any lawsuit or legal claim asserted, brought, filed, or served against the Contractor arising out of or in connection with the goods or services acquired hereunder. Notification shall be made within two (2) business days after the date Contractor first learns, by any means, of the legal claim or lawsuit. The Contractor will keep PEBA apprised of all documents filed in the lawsuit, and, to the extent possible, allow PEBA the opportunity to review and provide input on the Contractor's draft documents before they are filed. PEBA will, at all times, retain the right to choose its own counsel and control its own defense. The Contractor also agrees to cooperate with PEBA and provide data, information, and documentation necessary to pursue litigation filed by or on behalf of PEBA against any party.

7.44 LICENSES AND PERMITS (JAN 2006): During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

7.45 OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

7.46 OFFSHORE CONTRACTING PROHIBITED (FEB 2015): No part of the resulting contract from this solicitation 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]

7.47 PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the Contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

7.48 PRICE ADJUSTMENT - LIMITED: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least six (6) months prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

7.49 PRICE ADJUSTMENTS–LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

7.50 PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with Contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the State or PEBA finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The State or PEBA may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the State or PEBA may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification.

When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the State context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the State or PEBA.

7.51 RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

7.52 RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay PEBA liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

7.53 SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE – REQUIRED:

The Contractor must demonstrate that programs, policies, and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by Contractor to process, store, transmit, and access all government information. In order for PEBA to accurately evaluate the strength and

viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation (Attachment 3), which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

7.54 SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015): The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide PEBA with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, PEBA's lack of objection does not constitute a waiver.

7.55 TERM OF CONTRACT - EFFECTIVE DATE:

Contract Term: January 1, 2025, through December 31, 2029.

These dates are estimates only. The effective date of this Contract is the first day of the Contract Term as specified on the final statement of award. Regardless, this Contract expires no later than the last date stated on the final statement of award.

7.56 TERM OF CONTRACT – OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year(s), 0 month(s), and 0 day(s). Extensions may be less than, but will not exceed, two (2) additional one (1) year terms. Either party may elect not to extend on the anniversary date by providing the other party notice of its intention not to extend, in writing, no later than March 1st of the year prior to the anniversary date.

7.57 TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to PEBA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the Contractor to transfer title and deliver to PEBA in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which PEBA has

an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that PEBA has breached the Contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the Contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by PEBA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect PEBA's right to require the termination of a subcontract, or (ii) increase the obligation of PEBA beyond what it would have been if the subcontract had contained an appropriate clause.

PART 8

ATTACHMENTS TO SOLICITATION

Attachment 1 — Important Tax Notice – Nonresidents Only

Attachment 2 — Offeror's Checklist

Attachment 3 — Service Provider Security Assessment Questionnaire

Attachment 4 — Minority Participation Form

Attachment 5 — Offeror's Proposed Fees

Attachment 6 — Subcontractor/Affiliate Information

Attachment 7 — Asset Allocation by Plan

Attachment 8 — 401 (k) Alternate Payee Form

Attachment 9 — Model QDRO

Attachment 10 — SC Stable Value Fund Portfolio Summary

Attachment 11 — Loan Coupon Book Sample

Attachment 1
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate officer state title: _____

(Name - Please Print)

Attachment 2
OFFEROR'S CHECKLIST
AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! AS THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, not against this checklist.
You do not need to return this checklist with your response.



South Carolina Public Employee Benefit Authority
Serving those who serve South Carolina

Attachment 3 - Service Provider Security Assessment Questionnaire

Instructions

Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. As used in this Questionnaire, the phrase “government information” shall have the meaning defined in the clause titled Information Security. This Questionnaire must be read in conjunction with both of the following two clauses:

- Service Provider Security Assessment Questionnaire – Required; and
- Service Provider Security Representation.

Please highlight any updates or changes to answers that have occurred in the last year unless otherwise specified.

Access Control

1. Is access to government information limited only to those employees and contractors who require access to perform work on behalf of PEBA? If yes, please provide the policies and procedures that demonstrate this. Click or tap here to enter text. If no, please provide more detail. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. What security controls do you have in place for incoming email? Choose all that apply. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Detonation and evaluation of attachments in a sandbox <input type="checkbox"/> Domain Based Message Authentication, Reporting and Conformance (DMARC) <input type="checkbox"/> DomainKeys Identified Mail (DKIM) <input type="checkbox"/> Quarantine service </div> <div style="width: 50%;"> <input type="checkbox"/> Screening for malicious attachments <input type="checkbox"/> Screening for malicious links <input type="checkbox"/> Sender Policy Framework (SPF) strictly enforced <input type="checkbox"/> Tagging external emails </div> </div>	
3. Do you enforce multi-factor authentication (MFA) for all user accounts (other than domain administrator accounts) when accessing your network remotely?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you enforce MFA for all domain administrator accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you permit ordinary users local administrator rights to their devices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. What security solutions do you use to prevent or detect malicious activity on your network? <div style="display: flex;"> <div style="flex: 1;"> <p>Security solution</p> <p>Endpoint Protection Platform (EPP)</p> <p>Endpoint Detection and Response (EDR)</p> <p>Managed Detection and Response (MDR)</p> <p>Network Detection and Response (NDR)</p> <p>Security Information and Event Management (SIEM)</p> <p>Application Isolation and Containment</p> </div> <div style="flex: 1;"> <p>Vendor</p> <p>Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> </div> </div>	
7. Do you have a Security Operations Center (SOC)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is your SOC internal or managed by a third party? <input type="checkbox"/> Internal <input type="checkbox"/> Third Party <input type="checkbox"/> Both If yes, is your SOC staffed 24 hours? <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Do you use a protective DNS service (i.e., Cisco Umbrella)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Are host-based and network firewalls configured to disallow inbound connections by default?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Are network firewalls configured to disallow outbound connections by default?	<input type="checkbox"/> Yes <input type="checkbox"/> No

11. Do you use a hardened baseline configuration across all (or substantially all) of your devices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you screen your employees and contractors who will have access to government information? If yes, please provide details. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Do you have a key escrow solution? If yes, please provide details. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Data Protection and Disposal

14. Do you have documented policies and procedures for managing information assets? If yes, please provide those policies and procedures.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Will government information be stored on:	
<div> <div>a) Portable media?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Is it encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div> <div> <div>b) Laptops?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Is it encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div> <div> <div>c) Backup media?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Is it encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div> <div> <div>d) Mobile devices?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Is it encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div> <div> <div>e) Databases?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Is it encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div> <div> <div>f) Cloud or third-party sites (i.e., Dropbox)?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> <div>i. Please provide locations. Click or tap here to enter text.</div> <div>ii. Are they all encrypted?</div> <div><input type="checkbox"/>Yes <input type="checkbox"/>No</div> </div>	
16. Will government information be encrypted when transmitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Will government information be encrypted during data backups and on backup media?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Will government information be deleted or destroyed at the termination of the contract? Please provide additional details. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Data Protection and Recovery

19. Does your Business Continuity Plan contain recovery time objectives for the amount of time within which business processes and continuity must be restored? If yes, what are the current stated and tested recovery time objectives? Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. What is the process for backing up data? (Check all that apply)	
<input type="checkbox"/> Full backup <input type="checkbox"/> Incremental <input type="checkbox"/> Differential <input type="checkbox"/> Mirror <input type="checkbox"/> Other: Click or tap here to enter text. How often is data backed up? Click or tap here to enter text.	
21. Where are data backups stored? (Check all that apply)	
<input type="checkbox"/> Secure offsite <input type="checkbox"/> Secondary data center <input type="checkbox"/> Other: Click or tap here to enter text.	
22. If necessary, how quickly can backed up data be accessed and restored?	
23. When was the last time you successfully tested your Business Continuity Plan? Click or tap here to enter text. When tested, did you meet all objectives? Click or tap here to enter text.	
24. When was the last time you successfully tested your Disaster Recovery Plan? Click or tap here to enter text. When tested, did you meet all stated Restore Time Objectives? Click or tap here to enter text.	

25. Do you have an Incident Response Plan that addresses cybersecurity events? If yes, when was the last time it was tested? Click or tap here to enter text. If yes, does it address ransomware events?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
26. Do you have immutable backups to protect against ransomware? If no, please describe how PEBA's data and operations would be protected against ransomware events. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Third Party Management

27. Identify any third party which will host or have access to government information. Please provide a description of the services that are or will be provided related to the contract with PEBA. Click or tap here to enter text.	
28. Describe and explain your security policies and procedures as they relate to your use of contractors and next-tier sub-contractors. Click or tap here to enter text.	

Human Resources

29. Do you conduct employee security and awareness training? If yes, please provide the last three dates, who is included and the outline for the training. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Audit and Compliance

30. Which current reports or certifications do you have that demonstrate that adequate security controls and assurance requirements are in place to protect PEBA's data? If you answer yes to any of the following, please provide a copy. a. SOC 1 b. SOC 2 c. SOC 3 d. ISO/IEC27001 certificate e. HITRUST f. Other: Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
31. Are you required to be PCI compliant in relation to the business you do with PEBA? a. If yes, are you compliant with PCI standards? b. If yes, is payment card data encrypted at the point of sale through transmission to the payment processor? c. If you are not compliant with PCI standards, please describe the status of any compliance work and the estimated date of completion. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

HIPAA Compliance

32. Are you or would you be required to be HIPAA compliant in relation to the business you do with PEBA? If yes, please continue to complete this section.	<input type="checkbox"/> Yes <input type="checkbox"/> No
33. When was the last HIPAA risk assessment completed? Click or tap here to enter text.	
34. Does your company have a comprehensive HIPAA policy? If yes, what was the last date it was updated? Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
35. Please provide the last three dates that HIPAA training was provided to staff. Click or tap here to enter text.	
36. Please describe the training. Click or tap here to enter text.	
37. Have executive officers been trained on HIPAA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

38. Do you have a dedicated HIPAA Compliance Officer and/or department? If yes, please describe the department and provide the contact information for that person or department. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
39. Do you have a dedicated Chief Privacy Officer? If yes, please describe who they report to and provide basic information about their job responsibilities and roles. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
40. To the best of your knowledge, is your company/entity HIPAA compliant? If no, please explain why your company/entity is not HIPAA compliant. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Physical Security

41. Please list the geographical locations of your data centers that could contain PEBA's data. Click or tap here to enter text.	
42. Do your secondary/failover sites have commensurate security with your primary site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
43. Is your data center hosted by a third party? If yes, please provide details. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
44. Describe the policies, procedures, and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed, or maintained. Click or tap here to enter text.	

Detection and Prevention

45. What controls are in place to detect security breaches? Click or tap here to enter text.	
46. What system and network activity do you log? Click or tap here to enter text.	
47. How long do you maintain these audit logs? Click or tap here to enter text.	
48. Please describe who monitors the logs (i.e., internal SOC, third party SOC, etc.) and how they are monitored. Click or tap here to enter text.	
49. Do you have network intrusion detection systems that provide actionable alerts if an unauthorized computer system intrusion occurs? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
50. Do you perform internal vulnerability scanning?	<input type="checkbox"/> Continuous <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly
51. Do you perform external vulnerability scanning against internet-facing IP addresses?	<input type="checkbox"/> Continuous <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly
52. Is penetration testing performed by an external vendor?	<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually
53. <input type="checkbox"/> Other (please describe). Click or tap here to enter text.	
54. Please provide the last three dates of testing and indicate whether it was conducted by an external vendor or internally. Click or tap here to enter text.	
55. Is there a process for the timely installation of software updates/patches? If yes, are critical updates/patches installed within 30 days of release?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Incident Response

56. Describe your incident response policies and practices. Click or tap here to enter text.	
57. Have you had any non-HIPAA breaches in the last three years? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
58. Have you had any breaches in the last three years, as defined by HIPAA, which involve more than 500 records? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
59. Have you paid any HIPAA related fines in the last three years? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Security Requirements and General Information

60. Are there any planned system upgrades, conversions or other system changes that may affect PEBA in the next year? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
61. Have there been or are there any planned changes in leadership or key staff that may affect your relationship with PEBA? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No
62. Are there any other material items/changes that you believe PEBA should be made aware? If yes, please describe. Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____
(Authorized signature)

Its: _____
(Printed name of person signing above)

(Title of person signing above)

Date: _____

Attachment 4
Minority Participation

Is the Offeror a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the Offeror a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?
☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female ☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority) ☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://osmba.sc.gov/index.html>

Attachment 5 Offeror's Proposed Fees

1. What is your asset-based fee (in basis points) to provide all services described in this RFP? Unless noted elsewhere within this Attachment, provide details of any fees not included in this amount.
2. What is your per-participant fee (in lieu of the asset-based fee described in Question #1 above) to provide all services described in this RFP? Unless noted elsewhere within this Attachment, provide details of any fees not included in this amount.
3. Please complete the following charts:

Additional Plan-Level Fees

Services	Fee	Comments
Plan Set-up/Installation (one-time fee)		
Plan documents (outside of prototype)		
Annual notifications to eligible participants		
408(b)(2) disclosures		
404(a)(5) disclosures		
Other (be specific)		

Additional Participant-Level Fees

Services	Fee	Comments
Investment advisory		
Managed accounts		
Loan set-up		
Loan maintenance		
Self-directed brokerage option		
Hardship/Unforseeable Emergency Qualifications		
DRO Qualifications		
Wire Fees		
Other (be specific)		

4. What are the factors you consider in determining future fee changes?
5. How frequently do you evaluate your fees?
6. Provide other alternatives not outlined in this proposal that could result in the lowering of participant fees. Be clear in your response and provide the condition and the result.

7. For your fees quoted above, provide details on your projected asset levels and participant counts as outlined in the chart:

Contract Year	Assets	Participant Accounts
Initial 3-year term		
Option Year 1		
Option Year 2		

8. Briefly describe your fee leveling capabilities.
9. For returning revenue sharing to participant accounts, how frequently do you calculate the amount and how often is it returned to participants?
10. Confirm that your proposed fees are not based upon the receipt of any revenue generated from investment options in the Program lineup.

Attachment 6
Subcontractor/Affiliate Information

1. Provide the name of the subcontractor/affiliate and their relationship to the Offeror.
2. Provide a summary of the history of the subcontractor/affiliate to include the number of years they have been in business.
3. Specifically, what role will the subcontractor/affiliate have in the performance of the contract? Provide a detailed description of the services the subcontractor/affiliate will be performing. Include in the description the applicable section from Part V, Information for Offerors to Submit, by listing the Roman Numeral and title (e.g., XVII. Investment Advisory Services).
4. Please confirm that the contract between the subcontractor/affiliate has been resolved and is ready for execution upon award.
5. Explain the process for monitoring the performance of the subcontractor/affiliate.
6. List any services for which the subcontractor/affiliate will be solely responsible, and describe how the subcontractor/affiliate will be monitored and managed.
7. Describe any government action or litigation taken or pending against the subcontractor/affiliate during the most recent five (5) years.