

## Attachment 12 – Questions and Answers

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

**1. Due to security concerns, we cannot provide a hard copy of our SOC 1 and SOC 2. Are there any objections to these documents being provided exclusively on the USB?**

**A:** PEBA's preference is to have all documents submitted via hardcopy and via USB as appropriate. However, it is acceptable to provide the SOC 1 and SOC 2 exclusively on the USB as long as it is properly notated on the hardcopy version.

**2. On the USBs, are we able to hyperlink to exhibits, or do we need to provide exhibits as separate pdfs?**

**A:** No. Hyperlinks can change, or links may become broken over time. Please provide hardcopy and/or electronic exhibits where appropriate.

**3. PART 7 – Terms & Conditions A. General; Section 7.1 Assignment, Novation, and Change of Name, Identity, or Structure, 45.**

**We require the right to assign without prior consent in the event the following occurs: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.**

**Will you permit a definition of Assignment as follows?**

**“This MSA shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this MSA in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this MSA; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.”**

**A:** The clause stands as written.

4. **PART 7 – Terms & Conditions A. General; Section 7.4 - Contract Documents & Order of Precedence, 46. We have reviewed the proposed order of precedence in the RFP and would like the opportunity to discuss the final order of precedence to reflect the final negotiated terms.**

A: The clause stands as written.

5. **PART 7 – Terms & Conditions A. General; Section 7.10 - No Indemnity or Defense. PART 7 – Terms & Conditions B. Special Section 7.37 Indemnification – Third Party Claims – Disclosure of Information, 47 & 55.**

**With respect to Sections 7.10 and 7.37, we can agree, however, because we act in a directed capacity, we would seek to include a statement to the effect that we shall not be liable to the State for any damages resulting from: 1) any acts or omissions undertaken at the direction of the State or any authorized agent thereof; or 2) any direction of any third party retained by the State to provide services relating to the Plan, including but not limited to prior service providers, investment advisors, or any authorized agent thereof.**

**In addition, we would propose a statement that neither party shall be liable to the other for any indirect, special, punitive, incidental, or consequential damages (including, without limitation, loss of revenue or profit) even if the party has been advised of the possibility of such damages.**

A: The clause stands as written.

6. **PART 7 – Terms & Conditions B. Special, Section 7.31 and 7.32 Insurance, 51 & 52. We currently maintain minimum insurance coverage which meets or exceeds the requirements with respect to performing services under a recordkeeping agreement and we reserve the right to modify such requirements in order to align with our current policies and coverage as set forth by our insurance providers/broker. We also reserve the right to self-insure any exposures and to change limits, deductibles, retentions, and/or insurance carriers.**

A: The clause stands as written.

**7. PART 7 – Terms & Conditions B. Special Section 7.40 Information Security – Data Location, PART 7 – Terms & Conditions B. Special, Section 7.46 Offshore Contracting Prohibited, 58 & 60.**

**We are part of a global organization with sister companies in Canada and India that assist us in offering customers 24/7 around the globe support. However, we can accommodate your request to modify our standard service model in order to ensure that the recordkeeping services we provide for your plan and its participants are performed solely by U.S. personnel. We will continue to leverage our sister companies for corporate functions, such as technology development and support, without compromising our commitment to service your plan with onshore resources.**

**A:** The clause stands as written.

**8. PART 7 – Terms & Conditions B. Special Section 7.41 (h) Information Use and Disclosure, 59**

**With respect to paragraph (h), we can accept the entire provision, provided that the obligations would only apply in the event that the compromise or improper use of government information arises from our negligence or breach of its obligations under the Agreement.**

**A:** The clause stands as written.

**9. What custom reports are currently provided by Empower? Please provide samples. Is it expected that the custom reports will continue be available after transition?**

**A:** Empower is currently providing PEBA with custom reports, meaning reports that are not automatically produced by their system, as follows - Quarterly death reporting, including copies of notifications sent by Beneficiary Support Services regarding uncashed checks payable to the participant's estate; Quarterly uncashed check inventory (checks not yet moved to the unclaimed property account); Quarterly report of QDROs processed; Quarterly loan default reporting; Quarterly plan review; Semi-annual unclaimed property sweep reporting; and Semi-annual deferral discrepancy reports (provided to employers). The Quarterly plan review was provided with the solicitation materials, and the remaining reports are self-explanatory based upon naming convention. It is expected that custom reports would be provided by the successful Offeror per Part 3, Section B, #4.

**10. Confirm that it is acceptable for terminated employees make repayments via ACH only.**

**A:** Per Part 3, Section B, #6, loan repayments for terminated participants should be accepted via ACH, check, or money order. While PEBA would be open to making ACH the primary method offered upon termination, it is PEBA’s preference to ensure participants have the option to pay by check if they have concerns with paying electronically. Because additional loan payments can be made by actively employed participants, either for additional principal payment or pre-payment of future payments, there must also be a method for participants to make additional loan payments while employed.

**11. Please provide the amount of unclaimed property account and full breakdown that is currently outstanding.**

**A:** Unclaimed property held in the plans as of September 30, 2023, totaled just over \$1.3 million, broken down as follows –

Plan	UCP-1 (pre-2010 UCP)	UCP-2 (2010 & after UCP)
401(k)	\$ 174,317.87	\$ 321,948.75
457 (b)	373,059.41	468,741.89
	\$ 547,377.28	\$ 790,690.64

**12. Approximately how many emergency withdrawals are requested annually?**

**A:** Across both plans, there was a total of approximately 550 financial hardship/unforeseeable emergency withdrawals processed over the one-year period ended September 30, 2023.

**13. Please provide clarification on what binding materials are acceptable to use for proposal submission.**

**A:** Please see Part 5 Information for Offerors to Submit.

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

**14. Section 1.4 “Disclosure of Your Proposal and Submitting Confidential Data” on page 11: If nothing in our proposal is considered confidential or needs to be redacted, please confirm the total number of UBS flash drives that are required to be submitted for both the Technical and Business proposals.**

**A:** Please include a copy marked redacted as requested even if nothing is redacted.

**15. Program Statistics attachment page 6: The participant count by investment option has been provided. Can you also provide the asset allocation breakdown by investment option?**

**A:** See Attachment 7 for an Asset allocation by investment option as of September 30, 2023.

**16. Section 7.55 Term of Contract – Effective Date and Section 7.56 Option to Renew on page 62: The RFP states the contract term is Jan. 1, 2025 – Dec. 31, 2029, and the contract shall automatically renew for a period of one year but will not exceed (2) two additional (1) one year terms. Question #7 of Attachment 5 (Offeror’s Proposed Fees) references an initial 3-year term, with Option Year 1 and Option Year 2.**

**a) Can you please confirm whether the initial contract term is 5 years with two additional one-year terms OR 3 years with two additional one-year terms?**

**A:** The initial contract term is three (3) years with the option of two (2) one-year renewal terms for a maximum of five (5) total years.

**b) Can you please clarify the participant counts that we should be assuming in our fee quote, including unique participants?**

**A:** Fees are charged at the plan level, not the program level. For example, if a single individual participates in both the 401(k) and 457 plans, the participant will pay a fee for each plan. Accordingly, the fee quote should take participation at the plan level, not just unique participants across both plans, into consideration.

**17. 5.1.4 SUBCONTRACTORS AND AFFILIATES, paragraph 3,** please note that we retain subcontractors to assist with services on an enterprise level basis. Please confirm whether we still need to complete Attachment 6, Subcontractor/Affiliate Information **if a subcontractor does not solely provide services for the State of South Carolina PEBA.**

**A:** Attachment 6 should be completed regardless of whether the subcontractor is providing services solely for the State of South Carolina PEBA or not. See the definition of “Subcontractor” under 1.1, Definitions: “Subcontractor means any person having a contract to perform work or render service to the Contractor as part of the Contractor’s agreement arising from solicitation,” and the responses to Q31, Q36, and Q39.

**18. 7.31 CONTRACTOR’S LIABILITY INSURANCE-GENERAL (FEB 2015), paragraph d,** we respectfully request that the change in red be considered as we do not distribute copies of policies. “PEBA reserves the right to require complete, certified copies of all required insurance **polieies certificates**, including endorsements required by this section, at any time.” Please confirm that this is acceptable.

**A:** Agreed.

**19. 7.32 CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015), paragraph f,** please note that we buy insurance at a company level, therefore, we respectfully request that this language be removed or revised. Please confirm that this is acceptable.

**A:** The clause stands as written.

**20. 7.32 CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015), paragraph c,** we respectfully request that the language in red be stricken: If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for ~~invasion of privacy~~, as well as advertising, media, and content offenses.

**A:** The clause stands as written.

**21. 7.31 CONTRACTOR'S LIABILITY INSURANCE-GENERAL (FEB 2015):** We respectfully request that item (g) be removed. Please confirm that this is acceptable.

**A:** Denied. PEBA will amend this provision to read: (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.

**22. Does South Carolina utilize a Master Trust over the two Plans for the custom Stable Value Fund?**

**A:** Yes. There is a single Stable Value Fund covering both the 401(k) and 457(b) plans within the South Carolina Deferred Compensation Program.

**23. Can you please provide a copy of Attachment 3 – Service Provider Security Assessment Questionnaire in an editable format (i.e. Microsoft Word)?**

**A:** No. That document stands as written. If you require additional space, please use a separate sheet and attach it to Attachment 3.

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

**24. Please confirm that the pre-proposal conference scheduled for February 13th will be either virtual, or in-person.**

**A:** The pre-proposal conference is in person.

**25. What are the State’s expectations of the reporting that might be required regarding audits, and specifically, around the stable value fund?**

**A:** Contractor must be able to provide underlying support for all transactions processed during the year as contained in, and all balances shown in, the annual plan summary (APS), as part of the annual audit and financial statement preparation process. If there are transactions that are related to a past or future period but are contained in the current year APS, Contractor should be able provide detail to support the reason for it being in the current year APS.

With respect to the Stable Value Fund, detail supporting the underlying investments, including assets by fixed income sector, maturity in years, and Moody’s credit rating, will be needed in order to prepare the financial statements. The Stable Value Fund investment manager would be required to provide this information.

**26. Please provide a current copy of QRDO documents, including materials sent to employees when requesting a QDRO.**

**A:** See Alternate Payee Form (Attachment 8) and Model QDRO (Attachment 9).

**27. Please provide tickers/CUSIPS for the current investments in the plan and include the CUSIP for the South Carolina Stable Value Fund.**

**A:** The South Carolina Stable Value Fund does not have an assigned CUSIP. Tickers/CUSIPS for the remaining investments are listed in the table below.

<b>Fund Name</b>	<b>Ticker / CUSIP</b>
American Funds EuroPacific Gr R6	RERGX
American Funds New Perspective R6	RNPGX
AB Small Cap Growth I	QUAIX
American Beacon Small Cap Value R6	AASRX
TIAA-CREF Small-Cap Blend Idx Inst	TISBX
MFS Mid Cap Growth R6	OTCKX
T. Rowe Price Mid-Cap Value I	TRMIX
Vanguard Mid Cap Index InstlPlus	VMCPX
Dodge & Cox Stock X	DOXGX
T. Rowe Price Growth Stock	PRGFX
Vanguard Institutional Index Instl Pl	VIIIX
Baird Aggregate Bond Inst	BAGIX
Fidelity Inflation Protected Bond Index	FIPDX
SSgA Target Retirement Income NL Fund W	85744W267
SSgA Target Retirement 2020 NL Fund W	85744W366
SSgA Target Retirement 2025 NL Fund W	85744W358
SSgA Target Retirement 2030 NL Fund W	85744W341
SSgA Target Retirement 2035 NL Fund W	85744W333
SSgA Target Retirement 2040 NL Fund W	85744W325
SSgA Target Retirement 2045 NL Fund W	85744W317
SSgA Target Retirement 2050 NL Fund W	85744W291
SSgA Target Retirement 2055 NL Fund W	85744W283
SSgA Target Retirement 2060 NL Fund W	85744W275
SSgA Target Retirement 2065 NL Fund W	857480339
Fidelity Diversified Int'l Commingled Trust Fund	31617E844

**28. Please provide the current Asset Allocation.**

A: See attachment provided in response to Question #10.

**29. Please provide the assets in the Custom Stable Value fund.**

A: See attachment provided in response to Question #10.

**30. Please elaborate about the custom banking relationship. Is the intent to have new bank accounts for the plans? Can money coming into the plan be deposited into a bank account with other plan assets? Or does the incoming money need to be deposited into a bank account in the name of the plan? Can disbursements be paid out of an account that we use for other disbursements also?**

A: There should be a single custodial bank account established where the Program's assets are segregated from other assets held by the custodian (not held in omnibus). Program remittances are to be deposited to the account and invested from the account. When withdrawals are requested, investments should be liquidated and deposited into the account allowing for payment of the withdrawal request. Funds remain in the account until such time as the check is cashed. 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.

**31. Regarding Section A. Custodial Trustee and Investment Management Services, does the Program currently utilize the current Contractor for Trustee/Custodian services? If not, who provides these services today and does the Program pay an additional fee for the services? What role are they currently playing in the process? Can you provide the report/services you receive from the custodian?**

A: The current Contractor provides for the Trustee/Custodial services. The current Contractor serves as Trustee and Principal Financial Group serves as Custodian. Principal Financial Group receives no additional fees from the Program for providing the custodial service. The custodian provides a monthly bank statement for the custodial bank account.

**32. Regarding Section B. Recordkeeping and Administrative Services # 14, is SC PEBA open to quarterly or yearly crediting of the float?**

A: It is PEBA's preference to have the interest credit monthly to allow for compounding interest.

**33. Regarding Section B. Recordkeeping and Administrative Services #21, it is stated that the Contractor must attend 5 meetings at PEBA. Are those meetings quarterly reviews? Can you elaborate on what the fifth full day of training provided by the vendor entitles?**

A: Section B. Recordkeeping and Administrative Services #21 provides for the contractor to attend up to five meetings. Four of those meetings would be for the purpose of presenting a

quarterly review of the plans. The fifth meeting, if requested, would be for the purpose of providing training for the PEBA Board.

**34. In Section D. Local Office Services #1, is the 200 Arbor Lake Drive address available to use as a local office? If so, what is the cost associated with renting the space?**

**A:** PEBA is not engaged in any part of facility rentals. The successful Offeror would be expected to secure and cover all operating expenses of its own office space, in compliance with Section D. Local Office Services #1.

**35. Regarding Section 2.2 Investment Structure, can a list of the underlying holdings of the Stable Value Fund be provided? Are any portion of the underlying assets subject to either a put, right to defer payment, or are otherwise illiquid? Is the expectation that the assets of this fund will transfer in kind?**

**A:** See Attachment 10 for a summary regarding the underlying holdings in the Stable Value Fund portfolio. None of the underlying assets are subject to either a put, right to defer payment, or are otherwise illiquid. Additionally, see discussion surrounding the Stable Value Fund found in Section 5.1.5. Per the current stable value contracts provided, PEBA may elect to receive the market value of assets in cash or the assets in-kind should the contract be terminated.

**36. Under Section 4.2 Mandatory Minimum Qualifications, it's stated that Offerors must have at least three (3) governmental defined contribution plan accounts, each with twenty thousand (25,000) or more participants. Is it 20,000 or 25,000?**

**A:** Offerors must have at least three (3) governmental defined contribution plan accounts, each with twenty-five thousand (25,000) or more participants.

**37. In Sections VII. Custodial Trustee Services and XIX Investment Management Services of the Offeror's Technical Response, the RFP requests a description of the proposer's ability to accommodate white label funds. The fund lineup given did not readily identify those funds; can you clarify if there are white label funds and/or custom fund of fund portfolios in the current lineup?**

**a. Will these portfolios move to new platform for the selected recordkeeper?**

**A:** There are not currently any white label funds in the investment lineup. The RFP simply asks if the proposer has the ability to accommodate white label funds.

**b. Are these custom white label options currently being unitized? If so, who is responsible for the unitization?**

**A:** There are not currently any white label funds in the investment lineup.

**c. Who provides the fund performance?**

**A:** There are not currently any white label funds in the investment lineup.

**d. Who provides the fund fact sheets?**

**A:** There are not currently any white label funds in the investment lineup.

**38. To the extent the South Carolina Public Employee Benefit Authority (“PEBA”) requires its “Terms and Conditions – A. General” and its “Terms and Conditions – B. Special” (together, “Standard Terms”) to be used to formalize a contract between the parties, Vendor C would like to propose using certain provisions of Vendor C’s Administrative Services Agreement in administering the PEBA’s plan, including, for instance, a provision appointing Vendor C as the nondiscretionary retirement plan administrator. See the sample Administrative Services Agreement in the Appendix for additional language specific to the delivery of retirement plan administrative services that could be incorporated into the final agreement with PEBA. Please note, however, the following clarifications regarding the Standard Terms.**

**Terms and Conditions – A. General**

**Generally: To the extent the obligations of the Standard Terms extend to subcontractors, Vendor C understands “subcontractor” (or an equivalent term) to mean a third-party vendor Vendor C retains to provide custom services unique to PEBA.**

**A:** See Section 1.5, Proposal as Offer to Contract, Section 1.33, Contents of Offer, and Section 7.4, Contract Documents and Order of Precedence for an understanding of how the contract will be formed, and the responses to Q32, Q34, and Q42. See the definition of “Subcontractor” under 1.1, Definitions; the term is not limited to vendors retained to provide custom services unique to PEBA, and the responses to Q12, Q36, and Q39.

**39. Section 7.4. Contract Documents and Order of Precedence: Vendor C proposes that PEBA’s acceptance statement, the documentation of discussions of an offer, and Vendor C’s offer as accepted should take precedence over the solicitation to account for agreed-upon adjustments to terms of the solicitation.**

**A:** No. See Section 1.5, Proposal as Offer to Contract, Section 1.33, Contents of Offer, and Section 7.4, Contract Documents and Order of Precedence for an understanding of how the contract will be formed, and the responses to Q31, Q34, and Q42.

**40. Section 7.13. Organizational Conflict of Interest (JUL 2023): To the best of our knowledge, Vendor C has neither a legal or familial connection nor a business arrangement with any currently elected or appointed official or employee of PEBA, other than to the extent such an individual may have an account administered by Vendor C. Other potential conflicts, however, include our arrangements with, and the compensation we pay to or receive from, our affiliates, vendors or other entities with which we have business relationships ("third parties"). These third parties may also provide services to plan sponsors who retain Vendor C. None of these potential conflicts would impermissibly interfere with our provision of services to PEBA.**

A: Offeror has not asked a question.

**41. Section 7.14. Payment and Interest: Based on the final compensation terms, an invoice may or may not be appropriate as Vendor C generally proposes asset-based pricing. Vendor C proposes that, if required, the conditions for invoices shall be as set forth in the final agreement between the parties.**

A: See Section 1.5, Proposal as Offer to Contract, Section 1.33, Contents of Offer, and Section 7.4, Contract Documents and Order of Precedence for an understanding of how the contract will be formed, and the responses to Q31, Q32, and Q42. Section 7.14 stands as written.

**42. Section 7.19. Termination Due to Unavailability of Funds (JAN 2006): All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options, such as the Vendor C PLUS Fund. Vendor C proposes at least a 60-day notice of termination to allow for a reasonable transfer to a successor provider.**

A: The clause stands as written.

**43. Section 7.31. Contractor's Liability Insurance – General (FEB 2015) and Section 7.32. Contractor's Liability Insurance – Information Security and Privacy (FEB 2015): Vendor C can provide 30 days' notice of cancellation except for cancellation for non-payment, which would be provided upon 10 days' notice. Vendor C understands the obligations for subconsultants to maintain insurance pursuant to PEBA's requirements shall only apply to those subcontractors (and other third parties) Vendor C retains to provide custom services unique to PEBA.**

A: The clause stands as written. Also, see the definition of "Subcontractor" in 1.1, Definitions, and the responses to Q12, Q31, and Q39.

**44. Section 7.34. Default (JAN 2006) and Section 7.57. Termination for Convenience: All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options, such as the Vendor C PLUS Fund. Vendor C proposes at least a 60-day notice of termination to allow for a reasonable transfer to a successor provider. Vendor C also proposes a 30-day cure period, given the nature of the services being provided.**

A: The clause stands as written.

**45. Section 7.36. Indemnification – Third Party Claims – General and Section 7.37. Indemnification – Third Party Claims – Disclosure of Information: While Vendor C can agree to indemnify and hold our clients harmless, we generally agree to do so only if the indemnification is mutual and limited to claims reasonably related directly to Vendor C’s provision of services, with each party undertaking its own defense. Further, Vendor C’s ability to indemnify our clients’ officers, agents, and employees (“Personnel”) is limited to (a) those claims that do not involve such Personnel acting in the capacity of a holder of an account administered or record kept by Vendor C or (b) those claims that do not involve agents of PEBA advising PEBA on the administration or investment of the plan.**

A: The clause stands as written.

**46. Section 7.39. Information Security – Safeguarding Requirements (FEB 2015): To the extent the stated obligations extend to subcontractors, Vendor C understands “subcontractor” (or an equivalent term) to mean a third-party vendor Vendor C retains to provide custom services unique to PEBA.**

A: See the definition of “Subcontractor” in 1.1, Definitions, and the responses to Q12, Q31, and Q36.

**47. Section 7.41. Information Use and Disclosure (FEB 2015):**

- **(e) Consistent with regulatory obligations to maintain and produce records, Vendor C may be required by a court, regulatory body or agency to maintain or release information regarding our services without prior notification to our clients. Vendor C also proposes that it should be able to disclose PEBA’s information to third parties to the extent necessary to provide the services for which Vendor C is retained, including, for instance, processing rollovers to and from other providers.**

A: The clause stands as written, and PEBA notes the clause begins with "Except to the extent necessary for performance of the work...", and subsection (b) addresses the Contractor’s obligation under legal mandates.

- **(h) Vendor C has a defined Cyber Security Incident Response Plan (CSIRP) and a designated Cyber Security Incident Response Team that handles all operations related to incidents and the implementation of the CSIRP, including notifications to business partners of verified security or data privacy breaches. Vendor C commits to notifying business partners of a breach within 48 hours of verification/approval from internal and external legal entities (e.g., law enforcement), as applicable.**

**A:** The clause stands as written.

**48. Section 7.50. Pricing Data – Audit – Inspection (JAN 2006): Vendor C proposes that the books, documents, and records that Vendor C would make available would be those records customarily maintained that pertain directly to services delivered to PEBA, and such records may be maintained solely in electronic media.**

**A:** The clause stands as written, and it is PEBA’s understanding the clause does not prohibit electronic-only records.

**49. Section 7.51. Relationship of the Parties (JAN 2006): In order to fulfill its duties in providing retirement plan services, Vendor C proposes to include language in the final contract between the parties indicating that Vendor C does not act as an agent for PEBA, except as authorized and contemplated under the Agreement or as PEBA may authorize in a letter of direction.**

**A:** The clause stands as written. See Section 1.5, Proposal as Offer to Contract, Section 1.33, Contents of Offer, and Section 7.4, Contract Documents and Order of Precedence for an understanding of how the contract will be formed, and the responses to Q31, Q32, and Q34.

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

**50. Part 3, Scope of Work: B. Recordkeeping and Administrative Services, #5 - Do all participating employers use the same Payroll Data Interchange (PDI) Data Requirements (provided by the State in the solicitation documents) for payroll remittance?**

**A:** Participating employers are required to submit contribution data and remittances electronically. Most employers submit contribution data via file upload, and those employers are required to use the PDI sample provided in the solicitation documents. Smaller employers are allowed to submit data via the contribution processing option in the plan sponsor portal.

**51. Part 3, Scope of Work: B. Recordkeeping and Administrative Services, #6 – Can you please provide a sample of the loan repayment coupon book provided to terminated employees?**

**A:** See Attachment 11 for a sample loan repayment coupon book.

**52. Part 3, Scope of Work: B. Recordkeeping and Administrative Services, #8 – Regarding the statement “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.” Is PEBA requesting that all participating employers have access to all participating employer participant data (example: Greenville has access to Hilton Head participant data), or do participating employers simply need access to their own participant data upon login, with PEBA having access to all participant data without identifying entity?**

**A:** No, participating employers will not have access to participant data under all participating employers. This specification relates to the requirement to have one plan number for each plan (401(k) and 457(b)) with individual participating employers rather than having individual plan numbers assigned for each participating employer. Participating employers shall only have access to their participating employees, and PEBA shall have access to all participant data.

**53. Part 7, 7.55 Term of Contract, and Attachment 5, #7 - Can you please clarify the contract term – is it a 5-year contract with two 1-year optional renewals or a 3-year contract with two 1-year optional renewals?**

**A:** See answer to question 16a.