

## **Attachment 6 Investment Consultant Services RFP**

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

**1. With reference to Section 7.31, Contractor's Liability Insurance – Information Security and Privacy, our firm carries applicable policies in the following amounts --**

- **Professional Liability (Errors & Omissions):** \$5M in aggregate
- **Cyber Liability:** \$1M per occurrence, \$3M in aggregate
- **Fiduciary Liability:** \$2M in aggregate
- **Employment Practices Liability:** \$3M in aggregate
- **Umbrella Liability:** \$4M per occurrence, \$4M in aggregate

Would you please advise if this combination of insurance policies would be considered as adequate by the SCPEBA?

**A:** PEBA will accept the \$1 M per occurrence, \$3 M in aggregate for cyber liability. In regard to the other insurance types and coverages, PEBA will not specify coverage limits or amounts beyond those listed in the RFP. It is the Offeror's responsibility to ensure its coverages are adequate to meet the requirements defined in 7.31.

**1a. If our firm currently maintains less than the stated \$5M per occurrence and \$10M aggregate in coverage, is this a negotiable term?**

**A:** Yes.

**2. Is the scope outlined in the RFP consistent with the current consultant's contract? If not, what items are different?**

**A:** The scope outlined in the RFP is generally consistent with the current consultant's contract with the exception of the addition of #11 under Part 3: Scope of Work and Section VII within Part 5.1.4.

**3. How many manager searches have been conducted each year, over the last 3 years?**

**A:** One manager search was conducted in 2018 for the State ORP lineup with MassMutual. There were no other manager searches conducted during the course of the last three years.

**4. How many full-time employees currently manage the Authority's investments?**

**A:** There are no full-time PEBA employees managing investments for the Defined Contribution plans. There are two full-time staff members dedicated to the management of the defined contribution plan contracts.

**5. Has there been any discussion to remove the requirement to maintain four (4) record-keeping vendors for the State ORP?**

**A:** The requirement to maintain four (4) record-keeping vendors for the State ORP is set out in State law, and changes to the requirement would have to be made by the South Carolina General Assembly.

**6. Are there any specific deliverables related to the HSA plan?**

**A:** There are no specific deliverables. PEBA is interested in discussing options for HSA investments and performance monitoring for the future.

**7. In light of current events surrounding COVID-19, coupled with current shipping delays with UPS and FedEx, would your organization be willing and able to accept an electronic RFP submission (via email)?**

**A:** No. Email is not an acceptable form of submission for sealed proposals. Please follow the stated requirements for submitting your offer.

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

**8. Are there any special projects for either the DCP or ORP plans anticipated over the term of the contract?**

**A:** There are not any special projects currently anticipated.

**9. Is the ASI Flex HSA investment platform an open architecture structure? Is the self directed window in the HSA for mutual funds only?**

**A:** PEBA is in the process of implementing a new HSA platform with Central Bank that allows for a customized online fund lineup through the Schwab platform. The online investment line-up proposed by Central Bank during the RFP process was created by Central Bank's Registered Investment Advisor by analyzing the existing 401(k) and 457 plan options provided to PEBA members. There is currently not an investment policy statement in place at PEBA for HSAs; however, Central Bank's Registered Investment Advisor uses an investment policy statement. Central Bank also offers PEBA members access to licensed investment advisors who can structure a plan and advise the purchase of various investment options. PEBA will not include a self-directed brokerage window.

**10. In the HSA what is the designated investment for plan assets i.e. participant balances under \$1000?**

**A:** Assets under \$1,000 are held in FDIC-insured cash accounts.

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

**11. Regarding the State statute, in Background – State ORP, page 16, Section 2.1, Paragraph 4: Has PEBA expressed interest in working to adjust the State statute requiring no fewer than four service providers be offered for administration of the ORP in order to consolidate service providers?**

**A:** The requirement to maintain four (4) service providers for the State ORP is set out in State law, and changes to the requirement would have to be made by the South Carolina General Assembly.

**12. Regarding quarterly reports, in Scope of Work, page 20, Part 3, Section 4, Paragraph 3: To ensure compliance with the requirement to provide quarterly reporting materials at least one month in advance of a scheduled meeting, could you please provide the 2022 schedule of meeting dates, if available, and/or confirm when meetings are typically held? (For example: the 2<sup>nd</sup> week of the 3<sup>rd</sup> month following the end of each quarter.)**

**A:** The 2022 PEBA Board meeting schedule may be found at <https://www.peba.sc.gov/meeting-schedule>.

**13. Regarding your previous Health Savings Account (HSA) RFP, was consideration given toward utilizing the HSA services of the State ORP or Deferred Compensation service providers? Were these service providers permitted to submit responses to the RFP?**

**A:** The State ORP and Deferred Comp service providers were eligible to submit responses to the HSA RFP.

**14. Regarding Qualifications, page 21, Section 4.1, Paragraph (a): In order to comply with the request for audited financial statements, we would like to submit a nondisclosure agreement. Could you please sign the mutual nondisclosure agreement and return it prior to the submission date?**

**A:** No. The RFP includes clauses that allows for submitting “Confidential” information. Please see Clause 1.25, Submitting Confidential Information.

**15. Regarding the investment policy statement, is PEBA open to updating and changing the IPS for the plans?**

**A:** Yes.

16. Regarding the Statement of Acceptance, page 23, Section 5.1.2, Paragraph 2: Is PEBA open to utilizing our retirement plan advisory services agreement? Please reference the included Formal Response to the State of South Carolina Terms and Conditions.

**Vendor C Response to the  
State of South Carolina  
Terms and Conditions**

**VENDOR C proposes that the parties use its standard form "Retirement Plan Advisory Services Agreement" (the "RPASA") as the base document for the investment advisory services to be provided by VENDOR C to the State of South Carolina ("the State") and its retirement plan(s). Attached is a copy of that form RPASA.**

**VENDOR C uses its standard form RPASA with all of its clients, the major advantage of which is that the RPASA contains provisions which more closely "fits" VENDOR C's services and the relationship between VENDOR C and the State.**

**Some of the provisions contained in the State's Special Terms and Conditions are also included in VENDOR C's RPASA, including, for example:**

- ***Indemnification – VENDOR C can modify to make mutual to the extent permitted under applicable law***
- ***Insurance - VENDOR C cannot list clients as additional insured on professional liability coverage as this is prohibited by carrier, but VENDOR C can provide a certificate as evidence of its liability coverage.***

**VENDOR C believes that starting with its form RPASA which is tailored to the specific services would be more efficient and economical for both parties. To the extent chosen as finalists, VENDOR C would be willing to add any applicable provisions from the State's Special Terms and Conditions via a Rider that are not already included in VENDOR C's RPASA to the extent these are required (or require modification) by the State (e.g., Term and Extension, Governing Law/Jurisdiction and Venue). VENDOR C has found this approach to be successful with other similarly situated clients.**

**A: No.**

## **17. Exceptions Taken to the Standard State of South Carolina Terms and Conditions**

Should we be selected, we could enter into the State of South Carolina's Contract and customize it to include mutually agreeable language that **VENDOR C** would require either within the body of the Contract as Special Terms or via a Rider to the agreement. Specifically, **VENDOR C** is able to adhere to the terms as outlined in the State of South Terms and Conditions, as provided in the Request for 33Proposals ("RFP") with the exceptions noted below. In addition to State of South Carolina's terms as outlined in the Contract, **VENDOR C** would need to address the following additional necessary legal provisions and regulatory disclosures for our role as a fiduciary in providing retirement plan advisory services to State of South Carolina's retirement plan(s).

With respect to the General Terms and Conditions and Special Terms and Conditions, **VENDOR C** provides the following additional exceptions:

- **7.2 Bankruptcy.** Notification shall be furnished within 5 business days.
- **7.9.** This section is inapplicable as **VENDOR C** does not provide discounts for prompt payment.
- **7.6. Disputes.** Except where injunctive relief is sought, all disputes between the parties will be resolved by binding arbitration to be held in the Client's home city.
- **Section 7.7. Equal Opportunity.** While **VENDOR C** is an equal opportunity employer, we are working towards adopting an affirmative action plan. Accordingly, some of the language adopting certain sections of the Code of Federal Regulations will require revisions.
- **Section 7.13. Payment and Interest.** The Contract proposes to replace this language with language as described below to avoid regulatory concerns regarding compensation for services rendered by **VENDOR C**:

“Payment. Fees are calculated on a quarterly basis (i.e., using one-quarter of the annual rate stated above) and will be payable quarterly, in advance, at the beginning of each calendar quarter. Asset based fees will be calculated on the value of plan assets as of the last day of the immediately preceding quarter. If this Agreement becomes effective as of a day other than the first day of a calendar quarter or if a termination of this Agreement is effective on a day other than the last day of a calendar quarter, the Fees for that calendar quarter shall be prorated (calculated on a per diem basis) and the applicable amount promptly paid by Client to **VENDOR C** or refunded by **VENDOR C** to Client, as the case may be.

Client authorizes **VENDOR C** to collect the Fees in the following manner:

Invoice Client

Invoice Plan assets – Direct Charge to Participant Accounts

Invoice Plan assets - Direct Fee Paid

Other: \_\_\_\_\_

**Client's execution of this Agreement may authorize the custodian of the Plan's account(s) to debit such account(s) for the amount of VENDOR C's Fees and to remit those amounts directly to VENDOR C."**

- **Section 7.20. Waiver. Should apply to both parties.**
- **Section 7.24. Changes. Subsections (a) – (c) should be deleted as inapplicable. Any other amendments to the Contract would require the consent of both parties.**
- **Section 7.27. VENDOR C proposes using standard rules of construction set forth below:**

**Rules of Construction. The following rules shall be followed in interpreting the provisions of this Agreement:**

**(a) All attached schedules and exhibits, if any, are incorporated into this document by this reference and are made a part of this document. The term "Agreement" shall be deemed to include all such exhibits and schedules and any other documents expressly incorporated, by reference, into this Agreement;**

**(b) All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires;**

**(c) The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement;**

**(d) All references to "Sections" are references to sections of this Agreement unless some other reference is established;**

**(e) The term "include" or "including" shall be deemed to mean "without limitation";**

**(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement;**

**(g) Any statutory reference in this Agreement shall include a reference to any successor to such statute and/or revision thereof;**

**(h) This Agreement shall be construed as having been drafted by both parties, jointly, and not in favor of or against one party or the other;**

**(i) Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law. If, for any reason, a provision is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such shall not affect the validity of the remaining provisions provided that doing so does not adversely affect, in any material respect, the economic or legal substance of the transactions contemplated by this Agreement as to any party. In that case, in lieu of the illegal, invalid, or unenforceable provision, there shall be automatically added, as a part of this Agreement, a provision as similar in terms as necessary to render the provision legal, valid, and enforceable;**

**(j) "Client" is the Person identified in the opening paragraph. Unless expressly provided otherwise in this Agreement, references to "Client" shall also be references to the Plan's "plan sponsor" and/or the Plan's "plan administrator" (as both are defined under ERISA), as the context requires; and**

**(k) "ERISA" refers to the Employee Retirement Income Security Act of 1974, as amended from time to time, or any corresponding provisions of succeeding law.**

- **Sections 7.30, 7.31.** **VENDOR C cannot name the State of South Carolina as an additional insured as it is prohibited by our insurance carrier. We cannot provide a notice prior to cancellation but we can provide a certificate each year upon renewal. Any subrogation language is inapplicable as we cannot name the State on our insurance policies.**
- **Section 7.33, 7.56.** **Propose a termination for convenience by either party in lieu of default. Please see our standard language below:**  
**“Client or VENDOR C may terminate this Agreement, with or without cause, upon not less than 30 days' prior written notice given to the other party. Such termination will be effective on the date specified in that notice; provided it is at least 30 days after the other party's receipt of such. Termination will not affect Client's responsibilities under this Agreement for Fees owed as a result of Services rendered or costs incurred by VENDOR C through the effective date of termination. On and after the effective date of termination, VENDOR C will have no further obligation to provide any of the Services or to otherwise advise Client with respect to Client's assets or the Plan.”**
- **Section 7.34. Duties upon termination.** **We would propose the following language:**  
**“Upon Client's request at any time prior to the effective date of termination, VENDOR C shall provide to Client copies of all written reports and other written materials related to the Services in its possession delivered to Client during the term of this Agreement.”**
- **Section 7.36. Lawsuit Notification and Cooperation.** **VENDOR C can notify PEBA of any lawsuit or claim arising out of or in connection with the goods or services provided to PEBA. VENDOR C cannot give PEBA the opportunity to review and comment on VENDOR C's draft documents. VENDOR C will agree to cooperate with PEBA and provide documentation previously provided to PEBA.**
- **Sections 7.37, 7.38.** **VENDOR C proposes using our standard mutual indemnification language, to the extent allowable under applicable law. VENDOR C proposes to limit indemnification obligation to third party claims.**
- **Section 7.39.** **Compromise means disclosure of PEBA information.**
- **Section 7.40(d).** **VENDOR C does not use subcontractors and proposes to strike this language as inapplicable.**
- **Section 7.40(e).** **VENDOR C generally does not allow onsite visits for due diligence purposes as we believe it's unnecessary.**
- **Section 7.41.** **VENDOR C's email communications are archived in Canada.**
- **Section 7.42 (e), (f).** **VENDOR C must be allowed to retain any information as required by applicable law or regulation, internal document retention policies, or pursuant to automated computer archival or backup systems.**
- **Section 7.42(h).** **VENDOR C will provide any notifications in accordance with state law. In addition, VENDOR C may not reimburse PEBA for the cost of providing such notifications, costs incurred for communications or public relations services, or fines.**
- **Section 7.49. Pricing Data – Audit – Inspection.** **VENDOR C proposes removing this language as based on our pricing structure, there is nothing to audit.**
- **Section 7.52. Security for Performance; Damages.** **VENDOR C proposes removing this language; we have robust insurance policies and the wherewithal for damages.**



**Specific additional terms and conditions that we would request:**

- 1. VENDOR C Warranties.** The warranties made by VENDOR C with respect to its services shall be limited to those warranties expressly set out in the Contract and shall not include any other warranties, express or implied.
  
- 2. Liability Limitation.** Except for its indemnification obligations (which shall not be so limited), neither party shall have any liability for any indirect, special, consequential, punitive, or exemplary damages.
  
- 3. Regulatory Disclosures.** The Contract will include all governmental disclosures required to be made by VENDOR C.
  
- 4. Schedule of Services.** The Contract proposes to include language as described in the VENDOR C Schedule of Services that outlines the services to be rendered by VENDOR C to further define the services and service deliverable standards. *[Please see the attached Schedule of Services for a sample of this contract language.]*

**We would be happy to discuss any of these provisions with you to come to an agreement on terms and conditions that are mutually acceptable and agreeable by both parties.**

**A:** No. The RFP stands as written.

## VENDOR C's EXHIBIT A – NON-DISCRETIONARY SCHEDULE OF SERVICES

### 1. Investment Advisory Fiduciary Services

VENDOR C shall perform all of the following Investment Advisory Fiduciary Services in its capacity as Investment Advisor firm registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. When providing the Fiduciary Services, VENDOR C will solely be making recommendations to Client. Any such recommendations are based upon VENDOR C's professional judgment and Client is not required to implement any recommendations made by VENDOR C. Client acknowledges that it has retained, and will exercise, final decision-making authority and responsibility for the implementation of any recommendations made to Client by VENDOR C.

VENDOR C will perform each of the investment services listed below:

#### **Development of Investment Policy Statement:**

VENDOR C will review the Plan's investment objectives, risk tolerance, and goals with Client. If the Plan does not have an investment policy statement which describes the Plan's investment objectives, risk tolerance, and goals (an "IPS"), VENDOR C will make recommendations to assist Client in creating an appropriate IPS. If the Plan has an existing IPS, VENDOR C will review it for consistency with the Plan's objectives and recommend revisions to Client to establish investment policies that are consistent with the Plan's objectives.

The IPS will be based upon Modern Portfolio Theory and will incorporate considerations such as employee and participant demographics, nature of asset class categories, any limits or investment return objectives for the asset class categories set forth in the IPS including the Designated Investment Alternatives ("DIAs"), and criteria and systems used to supervise, monitor, and evaluate the DIAs pursuant to the Plan's IPS.

This IPS will address:

- Roles and Responsibilities
- Objectives, Risk Tolerance, and Constraints
- Asset Allocation Guidelines
- Investment Manager Selection, Monitoring, and Retention Criteria
- Prohibited Investments
- Performance Measurement Standards

As appropriate, VENDOR C will also make recommendations to revise or amend the IPS based on input from Client regarding their objectives and other emerging developments and assist Client with adopting any amendments.

#### **Recommendations for Selecting & Monitoring the Plan's Investments**

Once the IPS is approved by Client, VENDOR C will make recommendations to Client about how to implement the investment policy described in the IPS. VENDOR C will review the investment options available to the Plan and will suggest investments that meet the criteria designated in the IPS. VENDOR C will monitor the investments and will periodically recommend that Client retain, review, or consider replacing investments that no longer meet the IPS criteria. VENDOR C will be providing recommendations only and will not have any authority to make any investment decisions. VENDOR C will not be responsible for making recommendations concerning selecting, monitoring, retaining, or removing employer stock or investment options selected by Client that are not covered under the IPS.

VENDOR C will make recommendations to Client concerning:

- Selecting Investments
- Monitoring and Replacing Investments
- Utilizing Proprietary Scoring and Investment Research

VENDOR C will provide information, analysis, and reporting designed to assist Client in making an informed decision regarding the Plan's investment offerings.

*Note that investments in collective trust funds are only available to certain qualified plans.*

**Investment Performance Measurement & Analysis**

VENDOR C will prepare periodic investment reports, not less than quarterly, for the Plan (each a "**Report**") which document investment performance, consistency of fund management, and conformance to the guidelines set forth in the IPS. VENDOR C will meet with Client on a reasonably requested periodic basis to review the Reports and the Plan's investments.

**Recommendations For Selecting & Monitoring Qualified Default Investment Alternatives**

Based upon guidelines established by the IPS and information provided by Client about the characteristics of the Plan's participant base, VENDOR C will provide information, analysis, and recommendations designed to assist Client in selecting the Plan's Qualified Default Investment Alternative(s) ("**QDIAs**") to be utilized in the event a participant does not provide direction for the investment allocation of their account. Once Client selects the QDIA(s), VENDOR C will utilize the IPS to monitor the QDIA(s) and will make available analysis, reports, and other information periodically. If the IPS indicates a QDIA may meet the criteria for removal, VENDOR C will provide information, analysis, and recommendations designed to assist Client in making an informed decision regarding the replacement of a QDIA.

**Managed Account Portfolios**

Managed Account Portfolios ("MAPs") are made available and managed in the form of Collective Investment Trusts offered by Wilmington Trust, N.A. VENDOR C is the sole sub-advisor to the MAPs and advises them in a manner consistent with executed investment guidelines and Modern Portfolio Theory. VENDOR C selects the investments, allocates the accounts, and rebalances the MAPs on an ongoing basis and will make available analysis, reports, and other information on a periodic basis or upon request. Except to the extent prohibited by applicable law, VENDOR C will vote the proxies for those securities held in the MAPs. VENDOR C may retain a third party proxy voting and reporting service in order to fulfill its proxy voting duties. VENDOR C will not, however, advise or act for Client or the Plan in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held in the MAPs or the issuers of such securities. Client will instruct Wilmington Trust, N.A. to promptly forward to VENDOR C copies of all proxies and shareholder communications relating to securities held in the MAPs (other than material relating to any legal proceedings). VENDOR C will not be liable to Client or the Plan for failing to vote any proxies that it does not receive on a timely basis.

□ **Individualized Investment Advice to Plan Participants**

VENDOR C's licensed representatives will provide individual investment advice to Plan Participants through one-on-one appointments. This advice is offered in a fiduciary capacity. The basis of the individual advice is determined by establishing a participant's risk tolerance level and using VENDOR C's asset allocation strategies that are based on Modern Portfolio Theory and the Plan's investment options. Plan Participants will exercise final decision-making authority and responsibility for the implementation of any recommendations made by VENDOR C.

Plan Level Services include:

- Annual project management
- Assignment of lead retirement consultant
- Develop annual calendar
- Produce and manage participant surveys
- Provide progress reports
- Manage online appointment software
- Produce webcasts and presentations

Participant Level Services include:

- Enrollment assistance
- Assist participants in accessing account information and negotiating websites
- Retirement Blueprint® preparation
  - Determine proper savings level/deferral rates
  - Investment diversification recommendations
  - Retirement progress report
- Distribution option counseling
- Pre-retiree consulting/counseling

- Access to online tools
- Access to Advice Desk 800 number
- Provide one-on-one meetings: \_\_\_\_\_ Days Per Year OR \_\_\_\_\_ Upon Request
  - Dedicated client specific days may be delivered virtually or onsite
  - Dedicated Financial Advisors assigned for continuity
  - Screen sharing capabilities
  - Customized announcement emails
  - Multiple locations and time zones accommodated

**Assistance with Plan Fiduciaries' Selection & Management of Service Providers**

Fiduciaries are required to make informed decisions when selecting and monitoring the Plan's service providers. At a minimum, the Plan's arrangements with service providers must be necessary for the operation of the Plan and reasonable with respect to both the terms of the arrangement and the compensation paid for the services. VENDOR C provides the following services designed to help Client and the Plan's fiduciaries comply with their requirements to prudently select and monitor the Plan's service providers:

- Evaluate roles and responsibilities of third party service providers
- Review fees and services
- Review disclosures with responsible Plan fiduciary
- Provide periodic benchmarking of fees and services to assist the Plan fiduciaries in their evaluation of covered service providers for reasonableness
- Review spending accounts or plan reimbursement account utilization
- Review participant notices and disclosures, if any
- Lead service provider evaluations via Request for Information, including:
  - Gather and distribute Plan information
  - Gather bidder responses
  - Evaluate information
  - Prepare analysis for Client
  - Participate in contract negotiations
  - Liaise between Client and covered service provider in the event of conversion or transition

## 2. Non-Fiduciary Services

VENDOR C shall perform all of the following non-investment related consulting services:

**Assistance with Fiduciary Oversight & Committee Education**

Fiduciaries are responsible to act prudently when managing and administering their plans and to document the basis for the decisions they make in this regard. VENDOR C will create files and maintain data on VENDOR C Direct, a secure fiduciary information portal. VENDOR C Direct is made available to Client and its Plan committees to assist the Plan's fiduciaries with the operation and administration of the Plan and to provide a structured process for the development, application, and retention of documents and decisions made by the Plan fiduciaries. Additionally, VENDOR C shall provide the following services to Client to facilitate the Plan fiduciaries in meeting their ongoing responsibilities:

- Create and maintain fiduciary audit information via access to VENDOR C Direct Plan specific web portal (including but not limited to Reports, Meeting Agendas, Minutes, and Plan documentation provided by Client)
- Develop and deliver fiduciary training and education programs for Client and other Plan fiduciaries
- Review the Plan's committee structure and allocation of roles and responsibilities among committee members, Client, and VENDOR C
- Evaluate Plan objectives and services available through the Plan
- Maintain all Plan reports, notices, and documentation prepared by VENDOR C
- Review requirements and notices for compliance, if any
- Provide required disclosure materials, if any
- Attend committee meetings as requested
- Provide periodic VENDOR C research reports

**Employee Investment Education & Communication**

Fiduciaries are required to ensure that eligible employees receive certain information, disclosures, and notices that are accurate and timely. VENDOR C will provide employee education to help communicate certain information provided by Client through one or more group meetings. Additionally, VENDOR C shall provide the following selected services with the goal of increasing employee engagement, participation, and overall retirement readiness:

- Assistance managing vendor offered employee education program
- Provide educational meetings: \_\_\_\_\_ Days Per Year \_\_\_\_\_ (virtual or on-site)
- Deliver topical education presentations
- Deliver plan structure overview
- Assist participants with navigation of recordkeeping systems and services

### 3. Exclusions From Services

The parties acknowledge that VENDOR C:

- Will not serve as a plan custodian, third party administrator, or record keeper or assume the duties of a trustee of the Plan or administrator.
- Except as otherwise expressly provided in this **Exhibit A**, shall have no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for those securities.
- Shall have no authority or discretion to: (i) interpret the Plan documents; (ii) calculate or otherwise handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action regarding the management or administration of the Plan. Specifically, VENDOR C shall have no authority, discretion, or responsibility to: (i) determine, prepare, or distribute any notices to participants or beneficiaries; (ii) perform record keeping or actuarial services; (iii) determine the amount or timing of contributions to the Plan or distributions or withdrawals from the Plan; or (iv) select or certify any investment advice computer model or any other service not expressly stated in this **Exhibit A**.
- Will not, and cannot, provide legal, accounting, actuarial, or tax advice to Client and/or the Plan. Client will seek the advice of its own competent advisers as to all matters concerning the Plan, including the operations and administration of the Plan, the actuarial assumptions and funding of the Plan, the accounting records of the Plan, and how the Plan may comply with applicable law, including the Internal Revenue Code of 1986, as amended (the "**Code**").
- Will not have any duties of any kind regarding the following assets held by the Plan: (i) any stock of, any equity interests of any kind in, or any debt of, Client or a company related to Client (collectively, "**Client Equities**"); and/or (ii) any assets allocated to self-directed brokerage accounts ("**Self-Directed Brokerage Assets**") that may be held by the Plan or that may be considered as an investment for the Plan. (For this purpose, Self-Directed Brokerage Assets include any assets of the Plan that are invested at the direction of a participant in the Plan (a "**Plan Participant**") or his/her adviser through a separate brokerage account, sometimes called a "brokerage window", or any similar arrangement whereby the assets of the Plan attributable to a Plan Participant are segregated from the normal investment funds of the Plan and invested at the direction of the Plan Participant or his/her adviser.)

In particular, VENDOR C shall have no duties regarding the analysis, purchase, sale, retention, or valuation of any Client Equities or any Self-Directed Brokerage Assets; nor shall it take into account any Client Equities or any Self-Directed Brokerage Assets in providing the Services. However, this does not preclude VENDOR C from engaging in addressing administrative (non-fiduciary) questions related to the use of Client

Equities and self-directed brokerage accounts in the context of the overall structure of the Plan.

Client assumes the risk of all liability that arises as a result of VENDOR C disregarding such Client Equities and Self-Directed Brokerage Assets in providing the Services and will indemnify VENDOR C (in the manner contemplated in **Section 4**) to the extent of any liability resulting from VENDOR C not taking into account such Client Equities or Self-Directed Brokerage Assets in providing the Services. Any Client Equities and any Self-Directed Brokerage Assets will be disregarded in determining any Fees payable to VENDOR C based upon Plan assets.

- Will not be responsible or liable for recommendations or services rendered by third-party service providers (including managed accounts) or any other provider's compliance with applicable laws, including the Code.
- Will perform investment advisory and investment management services for various other clients and may give advice and take action in the performance of its duties with respect to any of its other clients that may differ from the advice given or action taken with respect to Client and/or the Plan.
- Until it receives a copy of the IPS adopted by the Plan (or a copy of any subsequently adopted amendment to the IPS), VENDOR C: (a) in the case of the original IPS, at its election, may suspend Services; (b) in the case of an amendment, may continue to provide Services in accordance with the previously adopted IPS; and (c) in any event, shall not be liable for any failure to provide Services in accordance with Client's investment objectives, risk tolerance, or goals otherwise reflected in the Plan's adopted IPS (as may have been amended).

#### **4. Distribution Consulting Disclosures**

- VENDOR C will not solicit Client's employees or beneficiaries for rollovers.
- VENDOR C will provide Client's employees with educational information regarding rollovers to IRAs or other qualified plans from this Plan.
- Unsolicited Plan Participants that directly request information from VENDOR C regarding non-Plan assets or distribution amounts will be required to acknowledge in writing that they have not been solicited by VENDOR C and understand that any resulting services rendered to those Plan Participants are done so at that participant's own discretion.