



SUFFOLK COUNTY PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD

**Request for Proposals for Investment Products and Services,
Record Keeping and Other Administrative Services for
the Suffolk County Public Employees Deferred Compensation Plan**

Services to Commence on July 1, 2020

**Technical Questions must be received no later than:
4:00 p.m. on July 5, 2019 (Eastern Daylight Time)**

**Proposals must be received no later than:
4:00 p.m. on August 16, 2019 (Eastern Daylight Time)**

Late Proposals Will Not Be Accepted

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Section I
Time Schedule

(Subject to change as determined by the Board)

- **Request for Proposals (“RFP”) Advertisements:**
 - June 10, 2019 in *Pension & Investments*
 - June 6, 2019 in *The Suffolk County News*
 - June 13, 2019 in *The Smithtown Messenger*
 - June 19, 2019 in *The State Register*
 - Posted on the NAGDCA website www.nagdca.org
 - Posted on the Suffolk County Public Employees Deferred Compensation website www.scdeferredcomp.org

- **Deadline for Technical Questions for Clarification:**
By 4:00 p.m. on July 5, 2019 (Eastern Daylight Time)

- **Issuance of Addendum to RFP Containing Answers to Technical Questions:**
On or about July 22, 2019

- **Deadline for Proposal Submissions:**
By 4:00 p.m. on August 16, 2019 (Eastern Daylight Time)

The Board’s decision will be announced on or about February 28, 2020.

A new contract will be effective on July 1, 2020.

End of Text of Section I

Section II Definitions

The following defined terms are used in the RFP:

Alternate Payee	Any spouse, former spouse, child or other dependent of a Plan Participant, who is recognized by a qualified domestic relations order as having a right to receive all, or a portion of, the benefit payable under the Plan with respect to such Plan Participant.
Alternate Payee Account	An account established for an Alternate Payee pursuant to a qualified domestic relations order; provided, however, the Alternate Payee Account shall separately account for all amounts received from (i) the Plan Participant's account and (ii) from all amounts rolled into the Plan by the Alternate Payee.
Beneficiary	A beneficiary or beneficiaries designated by a Plan Participant or Surviving Spouse of a Plan Participant pursuant to the Model Plan to receive the amount, if any, payable under the Plan upon the death of such Plan Participant or Surviving Spouse.
Beneficiary Account	An account established for a Beneficiary pursuant to the Model Plan, provided, however, the Beneficiary Account shall separately account for all amounts received from all amounts received from (i) the Plan Participant's account and (ii) from all amounts rolled into the Plan by the Beneficiary.
Board	The Suffolk County Public Employees Deferred Compensation Board.
County	The County of Suffolk, a municipal corporation of the State of New York.
Current Service Provider	The service provider currently in contract with the County to provide services for the Plan, T. Rowe Price Retirement Plan Services, Inc. ("T. Rowe").
Model Plan	The form of the plan authorized by the New York State Deferred Compensation Board for adoption in accordance with the provisions of the New York State Deferred Compensation Board's Rules and Regulations by any local employer not participating in the New York State Deferred Compensation Plan and not sponsoring a plan described in section 9001.2(a)(3) of said rules and regulations, as amended from time to time.
NYS Deferred Compensation Board Rules and Regulations	The rules and regulations of the New York State Deferred Compensation Board, effective date June 15, 2011, as amended from time to time.
Plan	The Suffolk County Public Employees Deferred Compensation Plan established pursuant to Section 457 of the Internal Revenue Code, including, but not limited to, deferred compensation contributions.

Plan Participant	A County employee, retiree or former employee who has elected to participate in the Plan and maintains an account balance in the Plan.
Proposal	A proposal submitted by a company replying to this RFP.
Proposer	A company that submits a reply in response to this RFP.
RFP	This Request for Proposals issued by the Board.
Selected Service Provider	A company selected by the Board to contract with the County to provide services for the Plan.
Trustee	A company designated by the Board in accordance with the NYS Deferred Compensation Board Rules and Regulations to hold in a trust any amounts under the Plan.

End of Text of Section II

Section III Overview of the Plan

A. General Information

The Suffolk County Public Employees Deferred Compensation Plan (“Plan”) was adopted in July of 1986 and is an eligible plan under Section 457(b) of the Internal Revenue Code (“IRC”), 26 U.S.C. Section 457.

The Suffolk County Public Employee Deferred Compensation Board (“Board”) adopted the Model Plan and is bound by the NYS Deferred Compensation Board Rules and Regulations. The Board consists of sixteen (16) voting representatives comprised of eight (8) union and eight (8) management appointees. The union members represent municipal employees, police, detectives, superior officers, correction officers, deputy sheriffs, detective investigators, and probation officers. The management members represent the following departments: Civil Service/Human Resources, Law, the County Executive’s Office, the Comptroller’s Office, Information Technology, and the Parks Department.

The Plan’s Current Service Provider, T. Rowe Price, offers investment products and services and performs record keeping, and other administrative services for Plan Participant accounts.

The Current Service Provider’s services and trust agreements expire on June 30, 2020.

The County has approximately 10,000 employees eligible to voluntarily defer a portion of their compensation. As of March 31, 2019, the Plan had approximately 9,611 Plan Participants including 5,853 contributing employees. Total plan assets are in excess of \$1.6 billion (as of March 31, 2019). This includes a Stable Value Common Trust Fund. The Stable Value Common Trust Fund assets totaled \$285,490,345 as of March 31, 2019.

Payroll contributions totaled approximately \$17,000,000 between January 1, 2019 and March 31, 2019. All deferrals will continue to be deducted from the Plan Participants’ bi-weekly paychecks and be remitted directly to the Selected Service Provider for the investment of these deferrals. There is no guarantee or assurance of the future number of Plan Participants or future Plan contributions.

Below are two charts containing the following:

- (1) 2016, 2017 and 2018 data on Plan Participant accounts, Plan cash flow and Plan transaction activity; and
- (2) Account size among Plan Participants, as of March 31, 2019.

	2018	2017	2016
Plan Participants			
Total Active (employed w/balance)	6,273	6,142	5,899
Total Inactive (separated w/balance)	3,278	2,965	2,867
Total Accounts	9,551	9,107	8,766
Cash Flow			
Contributions	\$76,079,354	\$70,027,810	\$62,613,164
Withdrawals	\$67,232,025	\$54,545,564	\$48,102,888
Net Cash Flow	\$8,847,329	\$15,482,246	\$14,510,276
Transaction Activity			
Number of New Enrollments	629	521	318
Number of Outstanding Loans	1,090	1,134	1,166
Number of Lump Sum Distributions	1,090	967	751
Number of QDROs	31	14	8
Number of Rollovers In	86	85	69
Number of Rollovers Out	196	191	181

Account Size Among Plan Participants	
Account Size	Participants as of 3/31/2019
Under \$10,000	1,785
\$10,000 - \$49,999	2,288
\$50,000 - \$99,999	1,303
\$100,000 - \$199,999	1,458
\$200,000 - \$299,999	856
\$300,000 - \$399,999	578
\$400,000 - \$499,999	384
\$500,000 - \$599,999	323
\$600,000 - \$699,999	207
\$700,000 - \$799,999	170
\$800,000 - \$899,999	97
\$900,000 - \$999,999	58
\$1,000,000 - \$1,499,999	100
\$1,500,000 - \$2,500,000	4

B. Financial Responsibilities

Currently, the Plan operates under an arrangement where the Current Service Provider discloses how much revenue is generated from the funds in the Plan lineup. A portion of that revenue is used to pay the record keeping fee charged by the Current Service Provider, the cost of the salary and fringe benefits for the Plan Administrator (a County employee), the cost of the Plan's annual audit, and all other costs necessary to operate the Plan (educational training, meeting expenses, supplies, etc.). Annually, excess revenue (revenue remaining after the aforementioned costs are deducted) is returned to Plan Participants as a credit in their Plan account. Plan Participants do not see a quarterly or annual fee assessed to their account for any Plan related expenses; they simply pay the expense ratio for the funds in which they choose to invest.

No Board expenses are to be paid by the County.

Accordingly, the Selected Service Provider must pay for the following Board expenses, irrespective of revenue generated by the Plan:

- a. The cost for salary and fringe benefits for one full-time Plan Administrator of the Board. Payment by the Selected Service Provider of this cost shall be made semi-annually. Upon a vacancy of that position, the County will appoint this individual who will be a permanent County employee and will report directly to the Board Chair. The Plan Administrator will be responsible for all daily administrative matters relating to the Plan. The total payments for salary and fringe benefits of the Plan Administrator for 2018 were \$156,485.81. No representation is made regarding future costs for salary and fringe benefits.
- b. The cost of an annual audit conducted by an independent Certified Public Accountant, selected by the Board. The cost of the audit in 2018 was \$22,037.50. No representation is made regarding future costs of the audit.
- c. A Plan Participant fee of \$15.00 per year to the Board on a quarterly basis at \$3.75 per Plan Participant, to be used for Plan related expenses. However, the Board reserves the right to increase the rate. The total cost paid by the Current Service Provider in 2018 for the Plan Participant fee was \$140,808.75.

C. Current Fund Lineup and Plan Asset Allocation

For current fund lineup and Plan asset allocation, please see Attachment A.

End of Text of Section III

Section IV Administrative Information

A. Purpose of the RFP

The Board is seeking Proposal(s) from Proposers to provide investment products and services, record keeping and other Plan services for the Plan (“Services”), as described in Section VI, entitled “Technical Services Specifications.”

B. Technical Questions

Technical Questions regarding the RFP must be in writing and either mailed to the address below or emailed to SC457RFP@suffolkcountyny.gov, in accordance with the Time Schedule set forth in Section I.

C. Proposal Format

The following materials are required to be received by the Board by the Proposal due date set forth at Section I of this RFP in a sealed package clearly labeled “Deferred Compensation Proposal.”

Nineteen (19) Proposals in tabbed and labeled binders, not permanently bound (1 original and 18 copies) and nineteen (19) flash drives with electronic copies containing:

1. Signed Transmittal Letter

A transmittal letter is a letter on the Proposer’s stationery. A corporate officer or an authorized agent of the Proposer must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions. Include the telephone number, fax number, and e-mail address for such contact person.

2. Suffolk County Required Compliance Forms in Accordance with County Laws (see Attachment B)

i. Disqualification of Non-responsible Bidders (LL 52-2012 Form) (2 pages)

LL 52-2012 Form is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

ii. Suffolk County Form 22 -- Contractor’s/Vendor’s Public Disclosure Statement (2 pages)

SCEX Form 22 is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who are not-for-profit corporations are not required to complete this form.

iii. Non-Collusive Offer Certification (FTS Form) (1 page)

FTS Form is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

iv. Lawful Hiring Forms (LHE-1/2 Form) (1 page)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

v. Living Wage Forms (LW1/38 Form) (1 page)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If the Living Wage Laws applies and Section I is checked, the chart must be completed.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

vi. Suffolk County Union Organizing Certification/Declaration (LO1 Form) (2 pages)

LO1 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

(Note: this Form will be required only from the Apparent Successful Proposer)

3. List of Subcontractors

Identify all subcontractors you plan to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all subcontractors anticipated to be used.

Subcontractors must complete all County forms listed above in paragraph C.2.

Subcontractors must respond to all questions set forth in Section V of this RFP.

Subcontractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in this RFP.

Failure to include this information in the Proposal may be grounds for disqualification.

4. Conflict of Interest

Proposers must disclose to the Board the existence of any conflicts of interests, whether existing or potential. If none, state so. Proposals shall disclose:

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Selected Service Provider for the Plan.
- ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee or Board member that may create a conflict of interest or the appearance of a conflict of interest acting as a Selected Service Provider for the Plan.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance

of a conflict of interest acting as a Selected Service Provider.

5. **Proposer Profile/Response to the Questions set forth in Section V**
6. **Proposer's Proposed Technical Services Specifications**
7. **Proposer's Responses to the Questionnaire in Section VII, not including Responses to Questions 222-230**

Please note that the following shall only be provided in electronic format on the flash drives and shall not be included in the binders:

Fund Information Chart requested in Section VII, Question 155 (in Microsoft Excel)
Morningstar Reports requested in Section VII, Question 156

On the nineteen (19) flash drives, Responses to the Questionnaire in Section VII, Questions 1 to 221 shall be provided in Microsoft Word format, with the exception of Question 155, which shall be provided in Microsoft Excel format.

8. **Responses to Section VII, Questions 222-230 are to be placed separately in a **SEALED ENVELOPE** labeled Cost Proposal/Fee Schedule and only included in electronic format on one (1) flash drive**
9. **Any additional information for the Board's review**

Original must be labeled "ORIGINAL" and must contain the actual ink signed and notarized required County forms.

D. Due Date for Proposals

Proposals must be received no later than 4:00 pm (Eastern Daylight Time) on August 16, 2019 at the following address:

Via Mail:

Deferred Compensation Board
c/o Suffolk County Department of Human Resources
North County Complex, Building 158
P.O. Box 6100
Hauppauge, New York 11788-0099

Via Courier Service:

Deferred Compensation Board
c/o Suffolk County Department of Human Resources
North County Complex, Building 158
725 Veterans Memorial Highway
Hauppauge, New York 11788

Telephone # to verify delivery location only: 631-853-5500

E. Award Criteria

As set forth in the NYS Deferred Compensation Board Rules and Regulations:

The contracts or agreements effecting the appointment of any trustee, independent consultant, administrative service agency, financial organization or firm of certified public accountants to provide services in respect of a plan shall be awarded pursuant to the procedures set forth in this Part 9003... All contracts and agreements in respect of a plan shall be awarded only after receiving competitive proposals...

The Board shall consider as applicable, among other items, the following:

1. The Proposer's ability to offer investment products and full administrative services for these products as required by federal and State laws and regulations.
2. The stability of the Proposer as evidenced by its experience with government 457(b) plans, reputation, clients, assets, rating by reputable agencies, holdings and prior administrative experience, including transitions/conversions and investment performance over a substantial period of time.
3. The Proposer's ability to meet its contractual obligations, to provide the services set forth in the Proposal and to comply with reporting requirements to the Board and Plan Participants, as well as any governmental agency required to obtain reports, e.g., the Internal Revenue Service ("IRS"), New York State, etc.
4. The variety and types of investment products offered by the Proposer, and the ability to transfer among products offered.
5. The Proposer's experience and knowledge administering plans under Internal Revenue Code, Section 457.
6. The quality and soundness of the investment products and administrative services described in the Proposal.
7. The overall cost efficiency of the Proposal.
8. The overall quality and scope of the Proposer's services, both administrative and investment, to be provided to Plan Participants.
9. The overall quality and scope of communication and education programs and materials to be provided to Plan Participants including use of social, mobile and web-based media, and the analytics thereof.
10. The Proposer's ability to offer client seminars, conferences and training programs for Board members.
11. The Proposer's detailed transition strategy and an explanation of the conversion process, blackout periods, mapping and verification of Plan Participant's assets to the proposed funds.
12. Any impacts on the Proposer's reputation caused by regulatory or federal investigations and indictments of senior officers.

F. Contract Term

The Selected Service Provider will be expected to enter into a multi-year contract of three (3) years with the County commencing July 1, 2020. However, the contract may be extended at the Board's option for an additional two (2) years, on a year-to-year basis, with the total contract life not to exceed five (5) years. All provisions of the contract, including fees, must be guaranteed for the maximum five (5) year period. If any of the services to be performed, investment products offered, or fees charged are different for the option years, a statement to this effect must be included in the submitted Proposal.

G. RFP Policies and Procedures

1. It is the Board's intent to select the Proposer that provides the best solution for the Plan's needs. The Board welcomes Proposals from all qualified companies. The Board's goal is to select a Proposer, which has a proven track record of providing investment and administrative services. In order for the Board to conduct a uniform review process of all Proposals, Proposals must be submitted in the format set forth above in paragraph C. Failure to follow this format may be cause for rejection of a Proposal because adherence to this format is critical for the Board's evaluation process. Proposers must address each question in the sequence set forth in this RFP.
2. This RFP is not intended, and shall not be construed, to commit the County or Board to pay any costs incurred in connection with any Proposal or to procure or contract for any services.
3. As a preliminary step, each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. After such preliminary review, all responsive Proposals will be evaluated.
4. The decision to award a contract shall be based on the ability of the Proposer to provide quality and needed services and products and to comply with all applicable laws, rules, and regulations, including without limitation Suffolk County local laws referenced in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."
5. While the Board is under no obligation to contact Proposers for clarifications, it reserves the right to do so. Depending on the number and quality of the Proposals submitted, the Board, in its sole discretion, may elect to interview all or some of the Proposers during the selection process and to request presentations.
6. After evaluating the Proposals, the County may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the County's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the County to safeguard information and ensure that all Proposers are treated fairly.
7. The County may invite one or more Proposers to submit a best and final offer ("BAFO"). Such invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original Proposal will be rejected as non-responsive and the County will revert to consideration and evaluation of the Proposer's original pricing.
8. If required, after review of the BAFO(s), clarification may be sought from the Proposer(s). The County may conduct more than one round of negotiations and/or BAFO submissions in order to attain the best value for the County.
9. The Board will not necessarily choose the Proposer with the lowest rates for services. Based on the evaluation criteria, a competitive range consisting of those Proposals which are acceptable to the Board, or which could be made acceptable following written or oral presentations, will be determined.

10. The award of any contract will be made as judged to be in the best interest of the Plan Participants.
11. From the date this RFP is issued until the final selection of the provider, NO communication related to this RFP with members of the Board or any elected official is permitted except as authorized by the Board. Any attempts to circumvent the selection process may result in the disqualification of the Proposal.
12. The Selected Service Provider must agree to grant the Board access to all pertinent documents, papers and records for itself and/or for any subcontractor resulting from the RFP until seven (7) years after termination of the contract with the County. During that period the Board shall have the exclusive ownership and unlimited rights to use, disclose, or duplicate for any purpose whatsoever, all information, data, designs, work products, and materials developed by the Proposer under any contract awarded as a result of this RFP.
13. Failure to truthfully and completely answer all questions in this RFP shall be cause for rejection of the Proposal or voiding of any contract that may follow.

H. Reservation of Rights

The Board expressly reserves the right to:

1. Reject or cancel any or all Proposals or any part thereof submitted in response to this RFP.
2. Withdraw the RFP at any time, at the Board's sole discretion.
3. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFP.
4. Use Proposal information obtained through site visits, management interviews, and the Board's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Board's request for clarifying information in the course of evaluation and/or selection under this RFP.
5. Amend this RFP at any time.
6. Change any of the dates concerning the RFP award schedule.
7. Eliminate a mandatory, non-material specification that cannot be complied with by all of the prospective Proposers.
8. Waive any requirements or formalities, if such action is deemed to be in the best interest of Plan Participants.
9. Award negotiated contracts.
10. Negotiate with the successful Proposer within the scope of the RFP, in the best interest of the County and Board.
11. Conduct contract negotiations with the next responsible Proposer should the Board be unsuccessful in negotiations with the selected Proposer.

12. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposal and/or to determine a Proposer's compliance with the requirements of the RFP.
13. Require Proposers to submit additional information and to make oral presentations on their Proposals, for the purpose of clarifying and certifying all information contained within the Proposal and to answer inquiries regarding the Proposer's organization, its affiliates, and its overall ability to provide the services. Proposers selected to make a presentation to the Board may be asked to supply a prospectus and the most recent semi-annual report for each fund being offered.
14. Send representatives for on-site inspections of the physical facilities of any Proposer.
15. Contact any and all references to obtain any information regarding a Proposer's performance on current or previous accounts.

I. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

Proposers are advised that the efficient, timely, and non-disruptive provision of services is a paramount financial interest of the County and, as such, the County requires the Selected Services Provider to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements, and reasonable access agreements

J. Non-Responsible Bidder

It shall be the duty of the Proposer to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

The Proposer certifies that it has complied with the disclosure requirements under section 189-7 of the Suffolk County Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

This certification shall be set forth on the LL52-2012 Form "Disqualification of Non-Responsible Bidder."

K. Effective Period of Proposals

All Proposals must state the period for which the Proposal shall remain in effect (i.e., how much time the County and Board have to accept or reject the Proposal under the terms proposed). Such period shall not be less than 365 days from the Proposal due date.

L. NYS Freedom of Information Law (FOIL)

All submissions for the Board's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Proposer of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text of Section IV

Section V Proposer Profile

A. General Information/Proposer's History

1. Company name and address. State whether your company is a domestic or foreign owned entity.
2. Year company was founded and history.
3. Years your company has been administering governmental 457(b) plans.
4. Total number of employees in company, and the number of employees at servicing office(s).
5. Location(s) from which services will be performed.
6. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
7. Describe whether your organization is a subsidiary or affiliate of another organization.
 - i. Provide full disclosure of any direct or indirect ownership or control by any other corporation or entity.
 - ii. Provide the legal entity name that will enter into a contract with the County for your investment services, record keeping and other Plan services.
 - iii. Provide an organizational chart for your company showing all subsidiary and parent organizations.
8. Describe what the primary business activity of your organization is.
9. Contact person and title.
10. Most recent SOC 1 and SOC 2 reports

B. Qualifications and Experience of Personnel

1. Provide an organizational chart showing all individuals, including their titles, who will be assigned to the Plan and their supervisors.
2. Identify the individuals who will be specifically responsible for each of the following: conversion/transition, administration, record keeping, participant call center, marketing, investment management and servicing of this Plan and provide their resumes.
3. For each professional listed above in paragraph B.2., describe his/her qualifications and provide information regarding:
 - a. Education;
 - b. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - c. Number of years engaged in services relating to the services requested in this RFP;
 - d. Other relevant work experience or qualifications; and
 - e. The role each identified person would play.
4. Indicate where all individuals assigned to the Plan will be working from.
5. Do you have a branch office(s) located in or near Suffolk County that will be responsible for servicing the Plan? If so, list the person who would be responsible for servicing the Plan from the branch office.

6. Describe who the relationship manager (single point of contact responsible for the accuracy of Plan administration, who will attend all required meetings with the Board or as requested) assigned to this Plan will be. Provide a detailed biographical summary of this individual's education and experience.
7. Indicate what percentage of time the relationship manager assigned to this Plan will dedicate to the Plan's account.
8. Who will be the dedicated day-to-day person(s) assigned to this Plan, who will be responsible for Plan operations and will have daily contact with the Plan Administrator? Provide a detailed biographical summary of these individuals' education and experience. Where will the office of the day-to-day person(s) assigned to this Plan be located?
9. Describe other accounts involving similar services. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
10. Will temporary staff also be involved? If so, include details of their supervision and training.
11. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
12. List the federal, state, and other regulatory agencies with which your company is licensed or registered, and the type of license held.

C. Financial Viability

1. Financial Statements – Mandatory for Nongovernmental Agencies

Requirement specifications:

- i. Current financial statement (if current year not available previous calendar year acceptable) prepared and certified by an Independent Certified Public Accountant (CPA) to include:
 - o Balance Sheet
 - o Income Statement
 - o Statement of Cash Flows
 - o Opinion Letter
- ii. If independently audited financial statement is not available, the most current in-house Company statement to include
 - o Balance Sheet
 - o Income Statement
 - o Statement of Cash Flows
 - o Financial Statement to be signed by one of the following attesting to the accuracy of the statement:

- Chief Executive Officer (CEO)/Chief Financial Officer (CFO)/Chief Operating Officer (COO)
- iii. Failure to submit complete, comprehensive documents may result in disqualification for consideration of an award.
- iv. Provide your most recent credit ratings from Moody's, Standard & Poor's, and Fitch. Each Proposer must have a current rating of at least superior, or its equivalent as given by such reputable rating agencies as Moody's, Fitch, and Standard and Poor's. Any contract between a Selected Service Provider and the County shall stipulate that if the rating is reduced during the term of the contract, the Board can withdraw all principal and accrued interest with thirty (30) days' notice without penalty. A company lacking the aforementioned rating may be considered at the discretion of the Board, but only if the company includes in its Proposal a written statement giving its rating and explaining the reasons why it should be considered by the Board.
- v. Indicate whether your credit ratings have been downgraded at any time during the last five (5) years, and if so, for what reason(s).

2. **Indebtedness to County, Liens, and Litigation**

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Proposer. Submit a summary of all litigation, if any, against the Proposer and disposition or outcome of same.

3. **Statement Regarding Bankruptcy**

Include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

D. **Client History**

1. Provide a list of your ten (10) largest 457 public employee deferred compensation plans for which you have provided administrative, record keeping and investment services by total assets and the number of plan participants, within the last three (3) years. For each plan, provide the following: plan name; the contact's name, title, address, and telephone number; and time period for services.
2. How many 457 public employee deferred compensation plans do you have in New York State for which you provide administrative, record keeping and investment services? Include the name of each plan, a contact's name, address, and telephone number.

E. **References**

1. From the list provided in response to paragraph D, entitled "Client History," provide three (3) client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
2. Provide a list of all contracts with the County within the last five (5) years (regardless of type of service), the time period for those services, and the name of your primary County contact.

F. Conflicts of Interest and/or Potential Conflicts of Interest**1. Relationships with Third Parties**

Any Proposer to the County is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County does business with respect to the services required by this RFP. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

2. Relationships with County Departments/Agencies/Employees

Any Proposer to the County is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

G. Subcontractors

If you intend to use the services of a subcontractor, please provide all of the above information in this Section for each such subcontractor.

Note that the County must pre-approve the use of any subcontractors.

H. Insurance

Proposer must include the amounts and types of insurance that the Proposer shall maintain to cover the provision of the Services contemplated by this RFP.

I. Bonding

Proposer must include a description of the amounts and type of bonding that the Proposer will provide to ensure the security of the provision of Services contemplated by this RFP.

End of Text of Section V

Section VI Technical Services Specifications

A. Employee Communication and Education of Prospective Plan Participants

The Selected Service Provider shall be responsible for educating County employees regarding all aspects of the investment principles of a government 457(b) plan including diversification, asset allocation, time-horizon planning, risk reward ratio, its products and the effect of the participation in the Plan. This information must be factual, clearly presented and provide full disclosure of all costs and Plan features, both positive and negative, enabling each employee to determine whether he or she wishes to participate, and if so, the extent of the participation.

The Selected Service Provider shall be responsible for:

1. Designing, printing and distributing at its own expense all explanatory brochures, subject to prior approval by the Board, as may be required to fully apprise all eligible employees of the Plan's purpose and provisions.
2. Providing properly trained and licensed field service representatives who will explain the Plan to employees, individually and/or in groups, and who will be accessible to employees to enroll new Plan Participants. Such representatives shall be salaried and may not receive commission-based compensation or be given any other financial incentives to promote any other investment product or services.
3. Attending scheduled meetings and any special meetings held at locations designated by the Chair, Vice Chair, Plan Administrator, or the full Board.
4. Providing Plan Participant communications and webinars, which should include an interactive plan-specific webpage. Interactive means, at a minimum, that the Plan Participant can re-allocate existing fund balances, increase, decrease or stop bi-weekly contribution amounts, and re-allocate future bi-weekly payroll deferrals. Adequate security and privacy standards shall be required.
5. Providing a company website for the Board and Plan Administrator to access ("Plan Sponsor Website") and a company website for the Plan Participants to access ("Plan Participant Website").
6. Providing a fund performance data feed or access to a web service that includes historical and daily end of day closing (net asset values) by fund offering for each day and allows Plan Participants to track fund performance on the Plan Participant Website.
7. Providing company logo, graphics, and materials in electronic format as required for inclusion in Board publications and on the Suffolk County Deferred Compensation Website.
8. Preparing fee disclosure documents in electronic format for inclusion on the Suffolk County Deferred Compensation Website.
9. Printing and distributing the Board's quarterly newsletter that is written exclusively by the Plan Administrator.
10. Preparing and distributing educational seminars and materials to Plan Participants with electronic copies to the Board when requested.

11. Preparing and distributing quarterly investment results for all funds in the lineup with the quarterly statement.
12. Preparing and distributing special announcements or items of interest.
13. Providing access to Plan Participant data directly from the Plan Sponsor Website for analytical purposes.
14. Obtaining Board approval prior to utilizing forms, literature and mailings, on-line systems, including all electronic media and internet services used to administer the Plan.

B. Plan Administration, Accounting, and Reporting

The Selected Service Provider shall perform any and all administrative functions necessary to ensure the thorough and accurate accounting essential for each Plan Participant's investment records and decision-making and for the professional, efficient and prudent management of the Plan. These services shall encompass direct communications, automated communication, and/or internet communications.

The Selected Service Provider's responsibilities shall include, but shall not be limited to:

1. Acting as a Trustee or contracting with another company to act as a Trustee for the Plan in accordance with Section 5 of State Finance Law of the State of New York.
2. The timely investment of Plan Participants' contributions in accordance with their instructions.
3. Performing changes as directed by the Plan Participants such as contribution changes, allocation changes, transfers, rollovers in and out, purchase of service credits, processing of loans, etc.
4. Furnishing each Plan Participant with paper statements on a quarterly basis or electronically, if directed by the Plan Participant. Such statements must reflect, at a minimum, the following:
 - a. Plan name;
 - b. Plan Participant data including name, address and designated beneficiaries;
 - c. Opening balance;
 - d. Closing balance;
 - e. Investment earnings/loss by fund;
 - f. Contributions;
 - g. Distributions; and
 - h. Monthly projected retirement income at retirement.
5. Furnishing each Plan Participant with a written confirmation for each transaction performed.
6. Providing properly trained staff who will be available to Plan Participants for ongoing administrative services.
7. Maintaining all records pertaining to Plan Participant accounts, including records regarding contributions, earnings, loan information, administrative costs, authorizations (such as distribution date election and payout method election), address, beneficiary designation and such other records as they relate to the proper administration of each Plan Participant's account.
8. Following the Plan's administrative procedures with respect to each Plan Participant's account to ensure compliance with Plan regulations and that all forms and authorizations are complete and on file.
9. Providing the Board with appropriate reports on the status of the Plan, as set forth below, quarterly or

more frequently if requested by the Board. Such reports shall include the information in the aggregate and also on the basis of membership in each of the certified bargaining units of the County. Such reports shall be forwarded to the Board Secretary at least ten (10) business days prior to the scheduled quarterly review meeting. Such reports shall include, but shall not be limited to the following:

- a. The number of Plan Participants with an account balance who are still employed at the end of the quarter, by certified bargaining unit, using County provided codes.
- b. The number of Plan Participants with an account balance, but not contributing, distinguishing between those who are still employed and not contributing and those who have terminated employment with the County as of the end of the quarter, grouped by certified bargaining unit, using County provided codes.
- c. The total of deferrals received in the preceding quarter, by month, and on a year-to-date basis.
- d. The total of deferrals received in the preceding quarter, by month, and on a year-to-date basis that is invested into each individual fund.
- e. Amount of fees, direct and indirect, charged or chargeable against the Plan at the end of the current quarter, the previous quarter and at year end.
- f. Total Plan assets broken down by each fund reflecting the direct and indirect fees charged against each fund during the quarter and the year.
- g. Total gain or loss by fund in the preceding quarter, by month.
- h. The number of retired or separated employees who received total distributions from the Plan and the amount of total distributions as of the previous quarter, grouped by certified bargaining unit, using County provided codes.
- i. The number of retired or separated employees who received partial distributions from the Plan and the amount of partial distributions as of the previous quarter, grouped by certified bargaining unit, using County provided codes.
- j. The number of retired or separated employees who received installment payments from the Plan and the amount of installments as of the previous quarter, grouped by certified bargaining unit, using County provided codes.
- k. List of transfers to and from other 457 plans by bargaining unit, using County provided codes.
- l. List of withdrawals for unforeseeable emergency withdrawals.
- m. List of rollovers in and rollovers out, including destination (receiving company).
- n. List of inactive account withdrawals.
- o. List of minimum required distributions.
- p. List of purchases of service credits.
- q. List of the number of Plan Participants with outstanding loans, grouped by certified

bargaining unit, using County provided codes.

- r. List of loans processed, loans satisfied, and loans deemed during the previous quarter.
 - s. List of insurance premium payments for retired public safety officers.
 - t. The standardized financial performance of each fund, for the prior quarter, year-to-date, one (1) year, three (3) years, five (5) years, ten (10) years, and since inception.
 - u. List of Plan Participants identified as having made excess trades.
 - v. List of new enrollees by bargaining unit.
 - w. List of stale dated checks.
 - x. List of new Beneficiary Accounts established during the previous quarter and the number of Beneficiary Accounts at the end of the quarter.
 - y. List of Qualified Domestic Relation Orders (“QDROs”) processed.
 - z. List of Alternate Payee Accounts established during the previous quarter and number of Alternate Payee Accounts at the end of the quarter.
 - aa. List of deceased participants with a balance in the Plan, including date of death and balance.
 - bb. The most current Morningstar Analyst Rating Report with Morningstar’s Take (opinion) for each fund.
 - cc. Plan cost analysis for each fund including expense ratios and revenue generated from each fund for the quarter and year to date.
 - dd. List of funds on investment watch list.
 - ee. Ad hoc reports as requested by the Board.
- 10.** Providing appropriate tax forms and documents, including 1099R Forms.
- 11.** Meeting with the Board, at least quarterly, including annually at the main office of the Selected Service Provider or more frequently, as needed, to review the Plan’s status, resolve problems, discuss relevant issues and present to the Board investment and administrative reports. At least once a year, the Selected Service Provider is required to have fund managers make presentations to the Board.
- 12.** Supplying the Board with access to the Plan Sponsor Website, which shall contain up to date Plan information to assist with servicing Plan Participants. Such website shall include, at a minimum, the Plan Participant’s name, address, date of birth, employee identification number, all current and historical loan information, beneficiary designation(s), union affiliation, Plan Participant’s status (active and contributing, active and not contributing or inactive - terminated), and other information as determined by the Board. The Plan Sponsor Website must support data extraction and access for live data analysis.
- 13.** Providing Plan Participants with access to their individual account information through the Plan

Participant Website and mobile application. The Plan Participant Website and mobile application should be branded to the Plan and shall include, but not be limited to, account balances, investment options and related information specific to the Plan, an area where Plan Participants can request allocation changes, an archive of communications sent to Plan Participants, online/printable reports, and online printable forms. All links, documents and information posted on the Plan Participant Website must be preapproved by the Board. Security shall be provided by the Selected Service Provider for the website, including the use of personal identification numbers (PINs), anti-phishing technology, and firewalls.

14. Allowing the Suffolk County Comptroller and/or the Comptroller's designated representatives to have audit and inspection access to all of the Selected Service Provider's books and financial records including, but not limited to those pertaining to Plan Participants. The Proposers must agree that all services provided are subject to audit by Suffolk County.
15. Allowing the Board to visit the Selected Service Provider at any time during the life of the contract to examine their facilities and meet with company managers and employees to discuss any issues that may arise.
16. Allowing the Board the right to have messages placed on or attached to quarterly statements.
17. Allowing the Board to have the final say on the content of the Board's newsletter.
18. Protecting the records and systems used by the Plan and having a disaster recovery plan including safeguarding Plan Participants' personal information and notifying the Board within three (3) days of any data breach. The Selected Service Provider shall agree to maintain a business continuity program/ disaster recovery plan/security plan throughout the term of the contract.
19. Providing a dedicated representative as a single point of contact, to be available on a daily basis to ensure proper Plan administration and accountability, and to attend all required or requested meetings with the Board.
20. Providing administrative services related to powers of attorney, unforeseeable emergency distributions, insurance premium payments for retired public safety officers, and QDROs, as determined by the Board.
21. Utilizing both the Joint and Last Survivor Table and the Uniform Life Table, whichever is in the best interest of the Plan Participant, in accordance with the IRC, when calculating required minimum distributions.
22. Properly calculating all distributions and coordinating and monitoring procedures for the distribution to each Plan Participant, Alternate Payee and Beneficiary in accordance with the Plan, and stating all laws and regulations pertaining thereto, and the Plan's administrative policies and procedures as adopted by the Board.
23. Providing a procedure to deal with unexpected increases in call volume to its Plan call center and increased online traffic to the Plan Participant Website.
24. Submitting all communications to the Board through the Plan Administrator, unless otherwise directed by the Board.
25. Advising the Board of all federal and state laws, rules and regulations relating to government deferred compensation plans and their implications for the Plan and the Plan Participants.

26. Advising the Board, auditors and other designated agents of all present or future changes pending, legislatively or otherwise, which will impact its products, services, and the Plan.
27. Securing and/or maintaining all necessary approvals for the Plan by the IRS, the New York State Deferred Compensation Board, and any other regulatory or supervisory authorities.
28. Recommending subsequent amendments to the Plan as may be required by changing conditions, laws or regulations, or as may be beneficial in offering Plan Participants alternative investment products.
29. Advising the Board of all changes to the Model Plan and their implications for the Plan and its Plan Participants.
30. Advising the Board of any changes in employment of any employees of the Selected Service Provider who have or will have direct involvement with the Plan.
31. Indemnifying and holding harmless the Board, the Board's members, the County and the County's employees from any and all liabilities, losses, costs, expenses and damages (including attorney fees) arising out of the acts, omissions or negligence of the Selected Service Provider and its employees and, upon the Board's direction, promptly and diligently defending, at the Selected Service Provider's cost and expense, any and all suits, actions, or proceedings which may be brought against the Board, the Board's members, the County, or the County's employees arising out of such acts, omissions or negligence.
32. Holding harmless all Plan Participants for any processing errors in regard to a Plan Participant's loss of interest, dividend or principal due to errors in processing transactions and adjusting the Plan Participant's account to the same position and value as if the processing error or errors had not occurred.

C. Investment Products and Services

The Selected Service Provider shall make available to the Plan, subject to the terms and conditions of the governing documents thereof, a variety of domestic and international financial products in a full range of asset classes. The Selected Service Provider shall demonstrate that its investment products have all the necessary approvals as may be required to be in full compliance with the laws and regulations governing 26 U.S.C. Section 457(b) deferred compensation plans both at the federal and State level.

1. Proposers shall offer a variety of domestic and international investment products, including, but not limited to low cost trusts and/or institutional share classes where appropriate, and the following:
 - a. Cash Preservation Option (Stable Value Fund, Guaranteed Fixed Interest Cash Account, etc.).
 - b. Equity Funds to include the following:
 - i. Growth Fund;
 - ii. Value Fund;
 - iii. Blend Fund;
 - iv. Large Cap Fund;
 - v. Mid Cap Fund;
 - vi. Small Cap Fund;

- vii. Equity Index Funds one of which must be based on the S&P 500;
 - viii. Balanced Fund;
 - ix. Equity Income Fund;
 - x. International Funds including single country funds, regional funds and international sector funds;
 - xi. Emerging Market Funds;
 - xii. Sector Funds specializing in stocks from one segment of business such as commodities, energy, financial services, health care, natural resources, real estate, technology, telecommunications, etc.; and
 - xiii. Target Date Retirement Funds.
- c. Funds whose assets are primarily bonds, preferred stocks or mortgage backed securities to include the following:
- i. Short Term, Intermediate and Long Term Treasury Bond Funds;
 - ii. High Yield Bond Funds;
 - iii. International Bond Funds;
 - iv. Emerging Market Bond Funds; and
 - v. GNMA Funds.
2. The terms of the Cash Preservation Option must allow withdrawals for transfers between accounts and for distributions and other payments under the Plan. All interest quotes must be net of all expenses. Special attention will be paid to the nature of the guarantees involved, net interest rates and guarantees of the principal amount.
 3. The Cash Preservation Option and all other funds in the lineup should be fully diversified, limit credit risk/exposure, provide competitive returns and provide attractive contract termination conditions, such as transfer of book value with no market value adjustments or liquidation penalties. Investment options with any front-end or rear-end loads or other similar fees, charges or penalties will not be considered.
 4. The Cash Preservation Option and all other funds in the lineup must allow employer-directed transfers (County directed transfers) with no restrictions, penalties or fees, if the contract with the Selected Service Provider ends or is terminated.
 5. The Board seeks Proposers offering comprehensive financial wellness and planning, investment advice and/or retirement products for Plan Participants.
 6. The Board seeks information from Proposers on the ability of offering a ROTH option in the Plan and how such option might be implemented.
 7. The Selected Service Provider shall advise the Board of any initial public offering of a new fund provided by the Selected Service Provider or by any fund family providing funds in the Plan lineup.

End of Text of Section VI

Section VII**Proposal Questionnaire**

Failure to fully disclose any requested information may constitute grounds for rejection of any Proposal. Providing any false information in response to this RFP may result in the rejection of any Proposal or the termination of any contract.

General Information

1. Do you agree that all provisions and fees contained in your Proposal will be guaranteed for a minimum period of five (5) years? If not, please explain.
2. Do you agree that record keeping, educational services and participant call centers at a minimum will be provided in-house?
3. Do you use a subcontractor for any of the responsibilities set forth in question 2? If so, detail the services performed and include the name, address and qualifications of each company or person that your organization either has or intends to subcontract or partner with for any such services.
4. Do you agree to advise the Board of any changes in employment status of any company representative who has direct involvement with the Plan and Plan Participants when you become aware of it?
5. Is there now or has there ever been any litigation or formal complaint filed against your company resulting from its current or past involvement with any deferred compensation plan? If so, please describe fully.
6. Has your organization, parent company or any individual who would be assigned to this Plan ever been disciplined by any regulatory agency? If so, please describe fully.
 - a. Has any company whose investment products or services you offer been disciplined by any regulatory agency? If so, describe in detail.
7. Has the IRS, the Securities and Exchange Commission, New York State Department of Labor, or any federal or state regulatory or taxing agency challenged your products or services on any grounds? If yes, indicate the date and nature of each such challenge, and the details of each challenge.
8. Has the IRS ever issued a private letter ruling concerning the income tax treatment of contributions administered by your company? If yes, include a copy of the ruling with this questionnaire.
9. Does your company comply with the NYS Deferred Compensation Board Rules and Regulations, Part 9005.4, regarding bonding and insurance?
10. Are your administrative procedures in compliance with the Model Plan and the NYS Deferred Compensation Board Rules and Regulations?
11. Do the individuals who will be assigned to this Plan have a comprehensive knowledge of the specific rules of the Model Plan and the NYS Deferred Compensation Board Rules and Regulations?
12. What resources do you have to obtain legal opinions, interpretations of laws, regulations and other matters on issues pertaining to the Plan?
13. Who is the individual in your company who will advise the Board of all changes in federal and state laws, including changes to the New York State Model Plan, rules and regulations relating to

government deferred compensation plans and their implications for the Plan and the Plan Participants?

14. Do you agree to obtain Board approval prior to utilizing all forms, online systems, mailings, newsletters, inserts, and internet services used to administer the Plan?
15. Are there any plans to divest any portion of your organizational structure that you can disclose at this time? If so, what are they?
16. Do you agree, as part of the RFP process, to allow the Board to do an onsite inspection of your facilities and meet with management personnel and all representatives who will be assigned to the account?
17. Will you allow the Suffolk County Comptroller to have audit and inspection access to all of your books and financial records related to the Plan?
18. Name all 457 public employee deferred compensation accounts that you have lost during the last five (5) years including the reason(s) why you lost each account, a contact name, address and telephone number.
19. Do you agree that if selected you will grant the Board access to all pertinent documents, papers and records of your company and any subcontractor resulting from this RFP until seven (7) years after termination of the contract with the County?
20. Do you agree to indemnify and hold harmless the Board, the Board's members, the County, and County employees from and against any liabilities, lawsuits or losses arising out of any acts, omissions or negligence of your company and its employees?
21. Do you agree to notify the Plan Administrator immediately upon learning of any processing errors?
22. Do you agree to be solely liable and responsible for any processing errors in regard to a Plan Participant's loss of interest, dividend or principal due to an error or delay in processing transactions and to adjust the Plan Participant's account to the same position and value as if the processing error or delay had not occurred?

Trust Services

23. What is the name and address of the Trustee that holds the funds administered by your company for 457 plans? Provide the total amount of assets held by the Trustee.
24. What is the name and address of the Trustee that will hold the funds administered by your company for the Plan?
25. What is your relationship to the Trustee (e.g., third-party vendor, subsidiary, affiliate, etc.)?
26. Summarize your anticipated trust service arrangements for the Plan and whether the Trustee will indemnify and hold harmless the Board, the Board's members, the County, and the County's employees from and against any liabilities, lawsuits or losses arising out of any acts, omissions or negligence of the Trustee and its employees.
27. Will there be any Trustee fees assessed to the Plan for holding the assets in trust?

Plan Financial Requirements

28. Do you agree to reimburse the cost of the Plan Administrator's salary, fringe benefits and employer

Social Security and Medicare taxes, irrespective of revenue generated by the Plan?

29. Do you agree to reimburse the cost of the annual Plan audit, irrespective of revenue generated by the Plan?
30. Do you agree to absorb the \$15.00 annual fee for each Plan Participant enrolled in the Plan and compensate that amount to the Board for its operating expenses, irrespective of revenue generated by the Plan?

Plan Administration

31. It is the Board's policy that there be no restrictions on Plan Participants stopping and starting contributions. Are you able to adhere to this policy? If not, please describe your policy in detail.
32. Do you allow 457 Plan Participants to elect a future-dated deferral changes?
33. Do you allow 457 Plan Participants to elect deferral changes to a single pay period only, or special check, with auto reversion to the prior deferral amount?
34. What is your process for notifying the County of all changes affecting payroll deductions?
35. Do you agree to inform the County of deferral changes in accordance with the IRS's "1st of the month rule" for 457(b) plans?
36. Do you impose any direct or indirect costs or service charges on Plan Participants' accounts from their deferrals, withdrawals, investment transfers, assets or lump sum benefit payments? If so, please describe in detail all fees assessed to Plan Participants.
37. Do you impose any restrictions, charges or fees for rollovers or the movement of funds between the Plan and other 457 deferred compensation plans or other qualified products? If so, please describe.
38. Do you agree not to sell or make available a list of Plan Participants and/or their contact information to any affiliate or outside organization?
39. Do you agree that all communications to the Board must be submitted to the Plan Administrator?
40. Do you agree to attend a minimum of three (3) quarterly meetings per year at the Board's location in Suffolk County to review the Plan's status, resolve problems, discuss relevant issues and present investment and administrative reports?
41. Do you agree to meet with the Board at your headquarters at any time to discuss any issues that have arisen?
42. Do you agree to hold a quarterly Board meeting each year at your headquarters and do you agree that the agenda for the meeting is subject to the approval of the Plan Administrator one week in advance of the meeting?
43. Do you agree to make available fund managers to address the Board at the annual meeting held at your headquarters?
44. Do you agree to make available representatives assigned to the Plan to discuss any issues that may arise during the term of the contract with the County?

45. Are you able, upon receipt of bi-weekly contributions, to credit Plan Participants' accounts the net asset values by the end of the following business day? If not, state the time frame that you can credit a Plan Participant's account from your receipt of the bi-weekly contribution from the County.
46. What is your time frame for accomplishing each of the following requests from the date of your receipt:
- Contribution changes;
 - Allocation changes;
 - Rollovers in and out;
 - Purchase of service credits;
 - Distribution requests;
 - Loans
 - Unforeseeable emergency withdrawals;
 - Public safety officers insurance premium payments; and
 - QDROs
47. How do you handle subpoenas which mandate the certification or production of Plan Participant account records held by your company?
48. What is your procedure for researching uncashed distribution payment checks?
49. For Plan Participants who are in distribution status and do not cash their distribution checks, what is your procedure for handling these funds?
50. Do you agree to provide administrative services related to unforeseeable emergency withdrawals as determined by the Board?
51. Do you charge fees for unforeseeable emergency withdrawals? If so, please describe.
52. Do you agree to provide administrative services related to loans as determined by the Board, including but not limited to deeming and offsetting loans as appropriate?
53. Are there fees associated with Plan Participant loans? If so, please describe.
54. Do you agree to provide all administrative services related to QDROs, including reviewing and approving draft orders, and determining the qualified status, as determined by the Board? If so, please describe in detail. Will this service be performed in-house or by a third party? If by a third party, please describe in detail.
55. Do you agree to execute any and all contracts directly with subcontractors utilized to implement your proposed QDRO service? The County will not enter into a separate agreement with another entity.
56. Are there fees for determining the qualified status of a domestic relations order? If so, please describe.
57. Do you agree to provide record keeping services related to Alternate Payee Accounts?
58. Are there fees for setting up an Alternate Payee Account? If so, please describe.
59. Do you agree to provide the same options to Alternate Payees, as appropriate, that are provided to Plan Participants?
60. Do you agree to review Power of Attorney documents submitted on behalf of Plan Participants and determine the legal authority of the agents?

61. Do you agree to provide administrative services for insurance premium payments for retired public safety officers?
62. Are there fees for providing administrative services for insurance premium payments for retired public safety officers? If so, please describe.

Record Keeping

63. What administrative services utilize paperless transactions? Include in the answer the procedures used to insure the integrity of paperless transactions.
64. Do you agree to provide quarterly Plan Participant statements on paper and quarterly electronic statements to all Plan Participants who opt out of paper statements?
65. Do you agree to notify all Plan Participants that a statement is available on line to all Plan Participants who have opted to receive electronic statements?
66. Are you able to provide all of the following information on a Plan Participant's paper and electronic statement? If not, please state the reason(s) why.
- a. Plan name;
 - b. Plan Participant data, including name, address and designated beneficiaries;
 - c. Opening balance;
 - d. Closing balance;
 - e. Investment earnings/loss by fund;
 - f. Interest earned on a monthly basis within the quarter from those funds that yield on a monthly basis;
 - g. Fees by fund, including redemption fees and loan fees;
 - h. Contributions;
 - i. Transfers;
 - j. Current allocation percentage;
 - k. Distributions;
 - l. Average cost per share;
 - m. Opening and closing value and number of shares owned;
 - n. Year-to-date (YTD) contribution;
 - o. Life-to-date contribution;
 - p. Year-to date (YTD) distributions;
 - q. Life-to-date distributions;
 - r. Transaction detail, including investment exchanges;
 - s. A list of all funds offered by the Plan and net asset value at the end of the quarter;
 - t. Investment activity, including ticker if applicable, for month including beginning balance, contributions, withdrawals, dividends, market fluctuation, transfers, ending shares, and ending balance by investment and total;

- u. Quarterly fund performance for all funds offered by the Plan for the last three (3) months, one (1) year, three (3) years, five (5) years, ten (10) years and since inception; and
- v. Monthly projected retirement income at retirement.

67. Do you have a sample quarterly participant statement for the Board's review? If so, please submit a copy with your Proposal.
68. Do you agree to permit the Board to have final approval of all communications sent to Plan Participants?
69. Do you agree to provide Plan Participants with a written and/or electronic confirmation for each transaction performed?
70. Do you agree to maintain all records of Plan Participant accounts, including contributions, earnings, loan information, administrative costs, authorizations (such as distribution date election and payout method election), address, beneficiary designation and such other records as they relate to the proper administration of the Plan Participant accounts?
71. Do you agree to maintain on your Plan Sponsor Website historical records for all Plan Participant accounts held by your company, as referenced in Section VI, Paragraph B, Plan Administration, Accounting and Reporting, item number 12? Do you agree to provide this access on the Plan Sponsor Website to the Plan Administrator for the duration of the contract? If not, please explain.
72. What are your procedures for handling mail that has been returned as undeliverable? What is the process for researching the location of Plan Participants who have moved and left no forwarding address?
73. Do you agree to provide quarterly Board reports to the Board's Secretary at least ten (10) business days prior to the scheduled quarterly review meeting, in both hard copy and digital format? Additionally, will you provide an online archive of quarterly reports for all Board members to access?
74. Do you agree to include in the quarterly reports to the Board all items requested in Section VI, Paragraph B, Plan Administration, Accounting and Reporting, item number 9. a. through ee.? If not, state what items you are unable to produce and the reason(s) why.
75. The NYS Deferred Compensation Board Rules and Regulations mandate that an audit of the Plan be conducted by an independent auditor within six (6) months of the close of the fiscal year. Do you agree to ensure that all records requested by the Plan auditor will be provided within the requested time frame?
76. Upon request, do you agree to provide all Plan Participant data and/or documents regarding the Plan in a format to be determined by the County?
77. What is your process for obtaining and maintaining Plan Participant beneficiary information?
78. Do you agree to provide record keeping services related to Beneficiary Accounts?
79. Do you agree to provide the same options that are provided to Plan Participants to Beneficiaries, as appropriate?
80. Are there fees for setting up a Beneficiary Account? If so, please describe.
81. Describe what policies you have in place, if any, to address unclaimed Beneficiary Accounts and explain the time period(s) utilized under the policies.
82. Do you agree to issue all appropriate tax forms and documents, including 1099R Forms for distributions?
83. What mechanisms do you have in place to assist Plan Participants with the rollover of funds from other qualified plans such as a 401(k), 403(b), 401(a) or an IRA?

84. Do you agree to utilize both the Joint and Last Survivor Table and the Uniform Life Table, whichever is applicable, when calculating required minimum distributions?

Education, Communication, and Training

85. Do you agree to regularly provide the Board with your suggested communication and marketing/education materials to engage both participating and non-participating employees?
86. Do you agree to execute those suggested communication and marketing/education materials at your expense, subject to prior approval from the Plan Administrator?
87. Do you agree to provide an online enrollment system that is suitable to the Plan's needs?
88. Do you agree to provide a demonstration of your online enrollment system, and samples of your paper enrollment kit, educational materials and all forms to the Board if you are selected as a finalist?
89. Do you agree to provide properly trained licensed representatives who will be accessible to enroll new Plan Participants and who will provide accurate information on the Plan's regulations to employees, individually and/or in groups?
90. Do you agree that the field representatives from your company will be salaried and not compensated in any way on a commission basis?
91. Do you agree that all representatives of your company will not market or sell any other products other than what is offered under the Plan to Plan Participants or potential Plan Participants?
92. Does your Proposal include the offering of a financial wellness program or programs? If so, describe in detail.
93. If you answered yes to question 92, include the name of the legal entity offering such services.
94. Is there a fee for using the financial wellness services? If so, how is that fee calculated and charged?
95. Do you agree to execute any and all contracts directly with subcontractors utilized to implement your proposed financial wellness program(s) for the Plan Participants? The County will not enter into a separate agreement with another entity.
96. Do you provide investment seminars, conferences or training programs for all your clients? If so please describe your most recent investment seminars, conferences, and/or training program.
97. Do you agree to offer training to new Board members, specifically in the areas of fiduciary responsibility, investment selection, performance monitoring, and legislative and Internal Revenue Code regulations?
98. Do you agree to print and distribute the Board's quarterly newsletter?

Systems Capabilities and Technology

99. Where is your main data processing center located?
100. What type of software will you use to record keep the Plan's information?
101. Did you develop the record keeping software internally, are you leasing it, or was it purchased from another company?
102. Do you ensure that the software remains current with laws, regulations, Plan rules, etc.? Who in your organization is responsible for this?

103. If you leased or purchased the record keeping software, please indicate whether you currently utilize the vendor that you purchased the system from for system/upgrades and enhancements.
104. Describe the hardware platform and software system, with particular reference to the accuracy and confidentiality of records, which is used to provide record keeping services. Indicate if system enhancements and maintenance are done in-house or subcontracted to another organization. If such are subcontracted to another organization, please set forth the name and address of the subcontractor.
105. How often is your record keeping system upgraded?
106. Please describe your system enhancement and release process for the system enhancement and timeline, including the frequency of the releases. How are updates tested and how is quality control ensured?
107. What system enhancements do you have planned for the next three (3) years for:
 - a. Data management and retrieval;
 - b. Core record keeping system;
 - c. Service technology;
 - d. Website;
 - e. Mobile site/apps;
 - f. Call center and voice response system (“VRS”); and
 - g. Integration of system with third parties.
108. Do you have a backup data processing center for critical servers including a regularly tested recovery process?
109. What are your retention periods, your Recovery Point Objective (RPO), and Recovery Time Objective (RTO) for plan data?
110. Is your data encrypted at rest, in transit and when accessed?
111. Does your company have a Lifecycle Management of Hardware policy (policy addressing the useful life of your core hardware)? Will any upgrades or replacements impact Plan Participant services? Do you agree to notify the Plan Administrator in advance of any system outages and to advise the Plan Administrator of any unplanned outages?
112. Do you log all access of participant information and plan data?
113. Indicate how many record keeping platforms you support and which one would be utilized for servicing this Plan.
114. How many defined contribution plans do you currently administer in the following categories:

Number of Employees	Plans	Percentage of Total Defined Contribution Plans
Under 1,000		
1,000-4,999		
5,000-9,999		
10,000-14,999		
Over 15,000		
Total		

115. Please provide a breakdown of the number of clients that you service by plan type as a percentage of your total business:

Plan Type - Percentage of Total Business			
Plan Type	Full Service	Investment Only	Administration Only
Governmental 457(b)			
403(b)			
401(k)			
Profit Sharing			
Money Purchase			
Thrift Savings			
Combination			
Other			
Total			

WEB AND MOBILE CAPABILITIES

116. Do you agree to provide and maintain a Suffolk Plan branded website and mobile application for Plan Participants?
117. Describe the account services, transaction capabilities, and educational content available through your Plan Participant Website.
118. Describe your e-delivery capabilities.
119. Do you agree to provide a website to allow Plan Participants to print on-demand statements?

120. Describe the account services, transaction capabilities, and educational content that are available to be accessed through mobile devices.
121. If account services, transaction capabilities, and/or educational content are available to be accessed through mobile devices, please indicate the operating systems supported (e.g. Apple, Android, etc.).
122. For any web access that might be provided, including Plan Participant Website and Plan Sponsor Website, please indicate the browsers supported.
123. Do you provide any text alerts via mobile devices? If so, please describe.
124. How are website and mobile transactions processed and documented?
125. Are there any Plan related transactions that cannot be processed through the website and/or mobile devices?
126. Describe how Plan Participants are authenticated on your Plan Participant Website and your mobile application and how that authentication is integrated with the VRS or call center.
127. Do you agree to provide your company logo, graphics and materials in an electronic form for inclusion in the Board's publications, promotions and for use on the Suffolk County Deferred Compensation Website?
128. Suffolk County currently uses a UNISYS Mainframe for its payroll system. The County will transfer files electronically to the Selected Service Provider via a secure FTP (file transfer protocol). Indicate your ability to receive data files through a secure FTP and your ability to interface with the Suffolk County payroll system. If necessary, will you provide any custom programming needed to interface with the County's current payroll system or any updated payroll system?
129. How do you secure and safeguard personal identifying information (e.g., encryption of data, data in transit, retention periods, disaster recovery, breach notification, system monitoring)?
130. Is your company audited annually and are your systems compliant with the standards of the Society of Professional Asset-Managers and Record Keepers (SPARK)?
131. Have you experienced a data breach in the last five (5) years and if so, describe the data breach and how you responded to it. What was the outcome? Were any of your clients provided with security monitoring or repair services as a result of the breach?
132. Describe any participant withdrawal guarantee policies and procedures that your company provides, if any, if a Plan Participant's account is breached.
133. Do your internal controls address the unauthorized use of Plan information by company employees?
134. Do you conduct training for your staff on safeguarding Plan Participants' personal identifiable information?
135. What is your annual budget for maintaining and enhancing the computer systems that would support the Plan?
136. Do you agree to provide an onsite tour of your data center for Board members when requested?

CALL CENTER

137. Provide a list of all locations used for customer service, including the location(s) of your call center(s) that will be responsible for servicing the Plan and whether the location is owned by you or your parent company, or an affiliated organization. Is any part of your customer servicing outsourced? If so, please describe in detail
138. Do you agree to provide a dedicated telephone number for the Plan?
139. What are the hours of operation of your call center(s)?
140. What is the minimum amount of training your call center representatives undergo prior to being placed in a call center
141. Will your call center representatives be trained specifically on the Plan, and if so, how often?
142. What level of assistance will call center representatives provide to County employees or Plan Participants seeking guidance in selecting funds?
143. Will your call center representatives have the ability to access Plan forms, literature and documents during a telephone conversation with a Plan Participant?
144. How do you verify the identity of a Plan Participant calling the call center?
145. Are there any transactions that cannot be processed through your call center? If so, what are they?
146. Do you agree to record all Plan Participant telephone calls to your call center?
147. For how long will you maintain the recorded telephone call conversations?
148. Do you agree that the Board will have access to the actual recorded telephone call conversations referred to in questions 146 and 147? How long will it take to provide the recorded telephone call conversations to the Board?
149. What is your procedure to deal with an unexpected increase in call volume to your call center?
150. Do you have an automated voice response system for Plan Participants to access and make changes to their accounts? If so, please describe.
151. Please provide the following statistics for calendar year 2018 for the call center that would service the Plan:
 - a. Average hold time while waiting for a representative; and
 - b. Average length of call with representatives.

INVESTMENT PRODUCTS AND SERVICES

152. In the event that your fund proposal includes a Plan-level account for excess revenue, what is the name and current interest rate of the product you recommend? How is the yield calculated and credited?

153. Do you agree to propose a fund lineup that generates revenue as detailed in Section III, Paragraph B, Financial Responsibilities?

154. Please list the name, ticker symbol and expense ratio for each of the equity and bond funds you propose in each of the categories detailed in Section VI, Paragraph C, Investment Products and Services.

155. In an Excel spreadsheet, in electronic format, please provide the following for each of the funds you propose:

- Column A Fund Category
- Column B Fund Name
- Column C Ticker Symbol
- Column D Share Class
- Column E Fund Expense Ratio
- Column F Revenue Share Credit Ratio, if applicable
- Column G Net Expense Ratio
- Column H One (1) Year Performance
- Column I Three (3) Year Performance
- Column J Five (5) Year Performance
- Column K Ten (10) Year Performance
- Column L One (1) Year Morningstar Ranking
- Column M Three (3) Year Morningstar Ranking
- Column N Five (5) Year Morningstar Ranking
- Column O Ten (10) Year Morningstar Ranking
- Column P Comparison to the appropriate market index and its peer group

156. In electronic format, please provide the most current Morningstar Analyst Rating Report with Morningstar's Take (opinion) for any new fund proposed. Products not rated by Morningstar shall include the most recent report produced by a similar rating service.

157. Are there any minimum dollar investments required by any fund share class in your Proposal? If so, please describe in detail.

158. Is your Proposal based upon acceptance of all funds in your lineup? If not, please explain in detail.

159. May the Board accept one or more funds and reject other proposed funds?

160. Are there any changes in fees or services if the Board chooses to add or eliminate funds? If so, please describe.

161. Do you have an in-house investment officer who monitors all the funds that your company offers?

162. If you answered yes to question 161, will that person be available to:
 - a. Attend the Board's quarterly meetings to advise the Board on fund(s) to be placed on a Watch List or to be deleted from the lineup?
 - b. Provide recommendations to add replacement funds to the lineup?
 - c. Inform the Board of the availability of institutional funds when eligible?
163. Does your company agree to provide a quarterly "Watch List" of underperforming funds that the Board can review to determine if a fund should be removed from the fund lineup or replaced with a better performing alternate fund?
164. If you answered question 163 in the affirmative, what criteria will your investment officer use in determining the funds that should be placed on the Watch List?
165. If your company does not have a set criteria for producing a Watch List of underperforming funds, do you agree to use the set of criteria provided by the Board to produce one on its behalf?
166. In the event the Board votes to remove a fund from its lineup for underperformance, what steps must be taken by your company to remove it? What is the timeframe for doing so?
167. In the event the Board votes to remove a fund from its lineup for underperformance and replace it with a substitute fund, what steps must be taken by your company? What is the timeframe for doing so?
168. Other than management fees, are there any other charges for maintaining the funds in your Proposal?
169. Do you agree that all Plan Participants will be allowed to transfer among any funds offered by your company without any fees or restrictions? If not, describe your policy in detail.
170. Do any of the funds in your Proposal impose redemption fees? If so, please describe in detail.
171. What are your policies and procedures regarding excess or short term trading? If fees are assessed for such trading, please describe such fees in detail.
172. What is the name and current interest rate of your proposed cash preservation offering (e.g., Stable Value Fund, Guaranteed Fixed Account, etc.)?
173. How is the interest rate of your proposed cash preservation offering calculated and credited?
174. Is there a guaranteed minimum interest rate for your proposed cash preservation offering for the duration of the contract?
175. What was the interest rate for your cash preservation offering for each year since 2009? Set forth the interest rate calculated and credited for each of those years.
176. Please describe the insurance policy in place to guarantee preservation of the \$1.00 per share net asset value of the cash preservation option.
177. Do you agree that the assets in your cash preservation option and all other funds in the lineup can be withdrawn in their entirety without being subject to any restrictions, penalties, fees and/or a negative market adjustment upon termination of the contract with the County?

178. Would your cash preservation option (or any investment option) require any type of prior notice of withdrawal of funds to be submitted in advance of termination of a contract between your company and the County? If so, what are the policies and requirements for doing so?
179. Do any of the proposed funds in your lineup offer revenue sharing to the Plan?
180. What are your revenue sharing policies and procedures?
181. Does your Proposal include the offering of an investment advice product? If so, describe in detail.
182. If you answered question 181 in the affirmative, include the name of the legal entity offering such product.
183. Is there a fee to the Plan Participant for utilization of the investment advice product? If so, how is that fee calculated and charged to the Plan Participant?
184. Are there any other fees associated with your investment advice product? If so, please provide the fees.
185. How is your investment advice product benchmarked for performance?
186. Does your investment advice product assess a Plan Participant's total retirement assets when developing an investment strategy?
187. Does your investment advice product assess a Plan Participant's risk tolerance when developing an investment strategy?
188. Does your investment advice product recommend asset allocations or specific fund investments?
189. Does your investment advice product offer an automatic rebalancing of Plan Participant assets?
190. Do you agree to execute any and all contracts directly with subcontractors utilized to implement your proposed investment advice product for the Plan Participants? The County will not enter into a separate agreement with another entity.
191. Does your Proposal include a self-directed brokerage account ("SBDA") option? If so, please describe in detail.
192. Is there a fee to the Plan Participant for utilization of the SBDA? If so, how is that fee calculated and charged to the Plan Participant?
193. Are there any other fees associated with your SBDA?
194. Are there any restrictions (trading frequency, percentage of assets in SDBA window, etc.) imposed upon the Plan Participant for using the SBDA?
195. Do you agree to execute any and all contracts directly with subcontractors utilized to implement your proposed SBDA for the Plan Participants? The County will not enter into a separate agreement with another entity.
196. Does your Proposal include a provision for the use of Exchange Traded Fund ("ETF") products? If so, please describe in detail.
197. Is there a fee to the Plan Participant for utilization of ETF products? If so, how is that fee calculated and charged to the Plan Participant?

198. Are there any other fees associated with utilization of ETF products? If so, please provide the fees.
199. Are there any restrictions imposed upon the participant for using ETF products?
200. Do you agree to execute any and all contracts directly with subcontractors utilized to implement your proposed ETF product for the Plan Participants? The County will not enter into a separate agreement with another entity.
201. Does your Proposal include a Roth 457 provision? If so, please describe in detail, how this option would be implemented.
202. What marketing materials would you provide to the Plan Participants to explain and communicate a Roth option?
203. What are the major difficulties in implementing a Roth option within a 457(b) plan?
204. Does any 457(b) defined contribution plan that you currently record keep offer a Roth option?
205. If you answered question 204 in the affirmative, for each plan (limit to 'Top 10') please list:
- a. Total plan assets under management ("AUM");
 - b. Total number of participants in plan;
 - c. Total Roth AUM; and
 - d. Total number of Roth participants.
206. How long would it take to implement a Roth option and allow Plan Participants to invest therein?
207. Does your company allow a participant to divide contributions between the pre-tax and Roth deferral options?
208. How does your company segregate participant funds between the pre-tax and Roth deferral options?

CONVERSION/TRANSITION

Please respond to the following as it relates to your conversion and transition process.

209. Describe in detail your transition plan. Confirm your ability to meet the implementation/conversion by June 30, 2020 if you are notified of your selection on or about February 28, 2020.
210. What is the minimum amount of time your company would require to conduct a conversion/transition?
211. If selected, how will your company guarantee the conversion/transition implementation timeframe?
212. What involvement will the Board have during the conversion/transition process?
213. In your experience, what are the typical causes of delays during the conversion/transition process and how will you manage the process to minimize these delays?
214. What is your estimated blackout period?
215. How are investments handled during the conversion/transition process?

216. How are distributions handled to guarantee the continuity of payments to retirees during the conversion/transition process?

217. Do you have a dedicated conversion/transition team? If yes, please provide details.

218. What is the name and title of the individual who would be in charge of the conversion/transition process?

219. What is the method you use to ensure accurate and appropriate mapping of investments from the Current Service Provider's funds to your proposed funds?

220. Please provide a list of all the information that you will need for an effective conversion/transition process.

221. Please provide a list (including contact names for references) of plan conversions/transition that you have completed since 2016 for 457 plans with more than 5,000 participants.

COST PROPOSAL/FEE SCHEDULE

222. What is the total annual fee, expressed as a dollar amount per Plan Participant, for all services described in the RFP including the financial requirements detailed in Section III, Paragraph B, Financial Responsibilities? The annual fee must not include any money your company may receive from any source.

223. Please detail any assumptions underlying the amount proposed.

224. Please detail any services not included in the fee above and provide a breakdown of all transactional fees that a Plan Participant may be subject to (loans, QDROs, managed accounts, etc.). List the type of fee, dollar amount and frequency of fee (one time fee, quarterly recurring, etc.).

225. Will your company fully disclose all fund expenses and revenue sharing arrangements associated with all funds being offered within the Plan in the Proposal and for the duration of the contract?

226. If the final investment lineup selected generates revenue sharing above the contracted per Plan Participant amount, do you agree to rebate any and all excess revenue to the Plan for payment of plan-related expenses or reimbursement to Plan Participant accounts? If yes, how frequently would this rebate occur?

227. What options do you offer to return excess revenue sharing back to Plan Participants? How frequently will such returns occur and what methods are available for the return of excess revenue?

228. Please indicate the estimated total revenue sharing available annually based on the Plan's *current* lineup and current assets (to be used to pay your fee for services, rebated back to the Plan and/or Plan Participants).

229. Please indicate the estimated total revenue sharing available annually based on your *proposed* lineup and the mapping of current assets.

230. Describe your fee leveling capabilities, if any, whereby recordkeeping/administrative fees are split equally among Plan Participants regardless of the funds in which they invest.

End of Text of Section VII

End of Text for RFP