REQUEST FOR PROPOSAL
ARIZONA UNIVERSITY SYSTEM (AUS) RETIREMENT PLANS
RFP 081602

DUE: 3:00 P.M., MST, 03/14/16

February 11, 2016

Time and Date of Pre-Proposal Conference       N/A
Deadline for Inquiries                         3:00 P.M., MST, 02/29/16
Time and Date Set for Closing                  3:00 P.M., MST, 03/14/16
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I – REQUEST FOR PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II – PURPOSE OF THE RFP</td>
<td>4</td>
</tr>
<tr>
<td>SECTION III – PRE-PROPOSAL CONFERENCE</td>
<td>12</td>
</tr>
<tr>
<td>SECTION IV – INSTRUCTIONS TO PROPOSERS</td>
<td>13</td>
</tr>
<tr>
<td>SECTION V – SPECIFICATIONS/SCOPE OF WORK</td>
<td>17</td>
</tr>
<tr>
<td>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS</td>
<td>20</td>
</tr>
<tr>
<td>SECTION VII – PROPOSER QUALIFICATIONS</td>
<td>21</td>
</tr>
<tr>
<td>SECTION VIII – EVALUATION CRITERIA</td>
<td>23</td>
</tr>
<tr>
<td>SECTION IX – PRICING SCHEDULE</td>
<td>24</td>
</tr>
<tr>
<td>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS</td>
<td>25</td>
</tr>
<tr>
<td>SECTION XI – PROPOSER INQUIRY FORM</td>
<td>26</td>
</tr>
<tr>
<td>SECTION XII – TERMS &amp; CONDITIONS</td>
<td>27</td>
</tr>
<tr>
<td>SECTION XIII – MANDATORY CERTIFICATIONS</td>
<td>39</td>
</tr>
<tr>
<td>SECTION XIV – PROPOSAL DOCUMENTS</td>
<td>51</td>
</tr>
<tr>
<td>SECTION XV – REFERENCE DOCUMENTS</td>
<td>72</td>
</tr>
</tbody>
</table>
SECTION I – REQUEST FOR PROPOSAL

RFP 081602

The Arizona Board of Regents (ABOR), acting on behalf of itself and Arizona State University (ASU), Northern Arizona University (NAU) and the University of Arizona (UA), referred to collectively as the Arizona University System (AUS), is requesting sealed proposals from qualified firms or individuals to provide lead recordkeeper, investment, administrative and participant services for the Arizona University System Retirement Plans.

Arizona State University Purchasing and Business Services (“the University”) is acting as the facilitating office for this Request for Proposal. ABOR is also working with CAPTRUST Financial Advisors as consultants on this Request for Proposal.

From the date this Request for Proposal (RFP) is issued until the award of the contract, NO communication related to this RFP with members of the Arizona Board of Regents, the Arizona University System Retirement Plan Review Workgroup, elected officials of the Arizona University System, or other board or university personnel will be permitted.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 PM MST on Friday, February 26, 2016 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University’s Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University’s U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Catherine Thart, C.P.M.
Strategic Sourcing Manager
CT/ap
SECTION II – PURPOSE OF THE RFP

1. INTENT

The Arizona Board of Regents (ABOR) is requesting sealed proposals from qualified firms or individuals to provide lead recordkeeper, investment, administrative and participant services for ABOR administered retirement plans. This solicitation may be awarded to multiple proposers at the discretion of the Arizona Board of Regents.

2. BACKGROUND INFORMATION

ABOR is a constitutionally created board of the state of Arizona. ABOR governs the Arizona University System (AUS). AUS is composed of three public, four-year universities, ASU in Tempe, NAU in Flagstaff, UA in Tucson and the ABOR Office in Phoenix. Although each university is based in a geographical area of the state, each one has a statewide presence.

The board and university presidents report to a twelve member Board of Regents. The board is made up of ten members, including two students, all appointed by the Governor of Arizona. The Governor and the Superintendent of Public Instruction serve as ex-officio members, each serving while they hold office. Funding for the universities is obtained from state appropriations, local and sponsored funds.

ABOR administers several retirement plans. The Optional Retirement Plan is offered as an alternative option to the Arizona State Retirement System, a defined benefit plan, for select classes of employees. The Voluntary 403(b) Plan is available to all employees. The Supplemental 401(a)/415(m) Qualified Excess Benefit Arrangement Plan is offered to select employees as designated by the university or board president.

Each university operates under a separate payroll system, with a separate federal employer identification number. The following chart outlines specific information for each system.

<table>
<thead>
<tr>
<th></th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number/ frequency of</td>
<td>Uses the ASU system</td>
<td>26 Bi-weekly</td>
<td>26 Bi-weekly</td>
<td>26 ORP</td>
</tr>
<tr>
<td>payroll feeds for</td>
<td></td>
<td></td>
<td></td>
<td>24 Voluntary</td>
</tr>
<tr>
<td>contributions transmitted</td>
<td></td>
<td></td>
<td></td>
<td>Bi-weekly</td>
</tr>
<tr>
<td>pay period by pay period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System</td>
<td>Uses the ASU system</td>
<td>PeopleSoft 9.2</td>
<td>PeopleSoft 9.2</td>
<td>PeopleSoft 9.2</td>
</tr>
<tr>
<td>Frequency/ method of</td>
<td>Uses the ASU system</td>
<td>Fidelity – upload file of contribution data; vested and payroll deducted contributions sent by single wire TIAA-CREF – fax list of contribution data;</td>
<td>Vested contributions are sent to Fidelity and TIAA-CREF via separate file and separate wire</td>
<td>Vested contributions are sent as separate ACH at end of each month with supporting</td>
</tr>
<tr>
<td>payroll transmission of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>newly vested employer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Optional Retirement Plan

In 1974, Senate Bill (SB) 1243 amended the Arizona State Retirement System and Plan, to allow alternate programs of retirement benefits for the faculty and administrative officers of the state universities. The primary focus of this act was to create an Optional Retirement Program (ORP) that provides portability of retirement benefits for certain categories of employees within the AUS.

The Board approved two companies, TIAA-CREF and VALIC in 1974 to provide retirement and death benefits under Section 403(b) of the Internal Revenue Code (IRC) to eligible employees in accordance with SB 1243.

Effective July 1, 1986, the Board received a favorable determination letter from the Internal Revenue Service that the ORP was qualified under Section 401(a) of the IRC. The Board most recently received a favorable determination letter in April 2011 and will be submitting the plan for review to the IRS in January 2016.

The current contribution level by both the employer and the employee is 7% of the employee’s compensation as set in Arizona Revised Statute (ARS) §15-1628. The employee’s contributions are treated as being “picked-up” by the employer under Section 414(h)(2) of the IRC and both the employer’s and the employee’s contributions are excluded from the employee’s income.

In 1995, the Board approved the addition of Aetna Life Insurance and Annuity Company (Aetna) and Fidelity Investments Tax Exempt Services Company (Fidelity) to TIAA-CREF and VALIC, to provide retirement benefits under the ORP. In 2000, the Board limited Aetna to only participants enrolled in their company as of December 2000. Effective January 1, 2006, all future employee and employer deductions were redirected from Aetna to either TIAA-CREF, Fidelity or VALIC. In July 2011, as a result of a competitive procurement process, VALIC was not selected to continue as a provider. All assets that were transferable were moved to TIAA-CREF or Fidelity Investments. As of September 30, 2015, there were $6.4 million in assets invested with Voya Financial (formerly Aetna).

Investments in the ORP are divided into 3 tiers:

- **Tier 1**: Lifecycle Funds (also the default funds)
  - T. Rowe Price (Fidelity and TIAA-CREF)

- **Tier 2**: Core investment options
 Tier 3: Self-directed brokerage accounts\(^1\) and the following specialty options:

<table>
<thead>
<tr>
<th>Fidelity</th>
<th>TIAA-CREF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calvert Equity Portfolio</td>
<td>Calvert Equity Portfolio</td>
</tr>
<tr>
<td>TIAA Traditional</td>
<td>TIAA Traditional</td>
</tr>
<tr>
<td>CREF Stock</td>
<td>Vanguard Windsor II Fund</td>
</tr>
<tr>
<td>Vanguard Prime Money Market</td>
<td>T. Rowe Price Stock Fund</td>
</tr>
<tr>
<td>Wells Fargo Stable Return</td>
<td>American Funds Fundamental Investors</td>
</tr>
<tr>
<td>PIMCO Total Return</td>
<td>Fidelity Contrafund</td>
</tr>
<tr>
<td>Principal Diversified Real Asset</td>
<td>Fidelity Growth Company Fund</td>
</tr>
<tr>
<td>Vanguard Institutional Index Fund</td>
<td>PIMCO Total Return</td>
</tr>
<tr>
<td>Large Cap Fund of Funds</td>
<td>Large Cap Stock Fund</td>
</tr>
<tr>
<td>• American Beacon Large Cap Value Fund</td>
<td>• Vanguard Windsor II Fund</td>
</tr>
<tr>
<td>• American Funds Fundamental Investors</td>
<td>• T. Rowe Price Stock Fund</td>
</tr>
<tr>
<td>• Fidelity Contrafund</td>
<td>• American Funds Fundamental Investors</td>
</tr>
<tr>
<td>• Fidelity Growth Company Fund</td>
<td>(^1) Fidelity uses BrokerageLink and TIAA-CREF uses TIAA-CREF Brokerage to service their self-directed brokerage accounts.</td>
</tr>
</tbody>
</table>

**ORP Demographics**

The following table identifies salient figures of the ORP as of the pay period ending October 25, 2015.

<table>
<thead>
<tr>
<th></th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirement eligible employees</td>
<td>Included in ASU</td>
<td>10,431</td>
<td>2,972</td>
<td>9,969</td>
<td>23,362</td>
</tr>
<tr>
<td>Number of active participants</td>
<td>Included in ASU</td>
<td>5,579</td>
<td>983</td>
<td>3,342</td>
<td>9,904</td>
</tr>
<tr>
<td>Bi-weekly contributions</td>
<td>Included in ASU</td>
<td>$1,070,639</td>
<td>$227,786</td>
<td>$2,008,246</td>
<td>$3,306,671</td>
</tr>
<tr>
<td>2014 employee contributions</td>
<td>$65,471</td>
<td>$24,673,187</td>
<td>$5,554,355</td>
<td>$25,111,410</td>
<td>$55,404,423</td>
</tr>
<tr>
<td>2014 vested employer contributions paid to vendors</td>
<td>Included in ASU</td>
<td>$18,601,392</td>
<td>$4,767,184</td>
<td>$19,560,129</td>
<td>$42,928,705</td>
</tr>
</tbody>
</table>
### ORP Assets by Vendor

<table>
<thead>
<tr>
<th>Vendor</th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Assets at 9/30/15</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity</td>
<td>$3,460,308</td>
<td>$235,064,539</td>
<td>$63,388,205</td>
<td>$278,500,835</td>
<td>$580,413,887</td>
</tr>
<tr>
<td>TIAA-CREF¹</td>
<td>$4,746,835</td>
<td>$872,655,686</td>
<td>$224,166,563</td>
<td>$1,082,806,000</td>
<td>$2,184,375,084</td>
</tr>
<tr>
<td>VALIC</td>
<td>Included in ASU</td>
<td>$39,750,414</td>
<td>$10,657,899</td>
<td>$25,499,655</td>
<td>$75,907,968</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,207,143</strong></td>
<td><strong>$1,147,470,639</strong></td>
<td><strong>$298,212,667</strong></td>
<td><strong>$1,386,806,490</strong></td>
<td><strong>$2,840,696,939</strong></td>
</tr>
</tbody>
</table>

**Total number of participants with a balance >0 at 9/30/15**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fidelity</td>
<td>19</td>
<td>3,070</td>
<td>638</td>
<td>2,482</td>
<td>6,209</td>
</tr>
<tr>
<td>TIAA-CREF</td>
<td>66</td>
<td>5,472</td>
<td>1,549</td>
<td>5,930</td>
<td>13,017</td>
</tr>
<tr>
<td>VALIC</td>
<td>Included in ASU</td>
<td>421</td>
<td>162</td>
<td>214</td>
<td>797</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>85</td>
<td>8,963</td>
<td>2,349</td>
<td>8,626</td>
<td>20,023</td>
</tr>
<tr>
<td></td>
<td>ABOR</td>
<td>ASU</td>
<td>NAU</td>
<td>UA</td>
<td>Total</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>2014 Distributions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity</td>
<td>$0</td>
<td>$10,687,341</td>
<td>$1,991,312</td>
<td>$14,988,850</td>
<td>$27,667,503</td>
</tr>
<tr>
<td>TIAA-CREF²</td>
<td>$85,365</td>
<td>$41,676,073</td>
<td>$9,851,716</td>
<td>$52,454,959</td>
<td>$104,068,113</td>
</tr>
<tr>
<td>VALIC</td>
<td>Included in ASU</td>
<td>$6,599,982</td>
<td>$1,675,529</td>
<td>$1,100,507</td>
<td>$9,376,018</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$85,365</td>
<td>$58,963,396</td>
<td>$13,518,557</td>
<td>$68,544,316</td>
<td>$141,111,634</td>
</tr>
<tr>
<td><strong>YTD 2015 Distributions (through 9/30/15)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity</td>
<td>$6,397</td>
<td>$6,286,535</td>
<td>$2,924,465</td>
<td>$10,944,460</td>
<td>$20,161,857</td>
</tr>
<tr>
<td>TIAA-CREF²</td>
<td>$609,093</td>
<td>$31,625,555</td>
<td>$7,383,238</td>
<td>$37,648,742</td>
<td>$77,266,628</td>
</tr>
<tr>
<td>VALIC</td>
<td>Included in ASU</td>
<td>$2,604,595</td>
<td>$202,520</td>
<td>$1,532,801</td>
<td>$4,339,916</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$615,490</td>
<td>$40,516,685</td>
<td>$40,775,727</td>
<td>$19,860,499</td>
<td>$101,768,401</td>
</tr>
<tr>
<td><strong>Transferable Assets at 9/30/15</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity</td>
<td>$3,460,308</td>
<td>$235,064,539</td>
<td>$63,388,205</td>
<td>$278,500,835</td>
<td>$580,413,887</td>
</tr>
<tr>
<td>TIAA-CREF</td>
<td>$2,474,856</td>
<td>$225,096,350</td>
<td>$64,730,766</td>
<td>$224,331,949</td>
<td>$516,633,921</td>
</tr>
<tr>
<td>VALIC</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$5,935,164</td>
<td>$460,160,889</td>
<td>$128,118,971</td>
<td>$502,832,784</td>
<td>$1,097,047,808</td>
</tr>
</tbody>
</table>

1 Total assets in TIAA Traditional are $862,622,230.
2 TIAA-CREF distributions include systematic withdrawals.

**Voluntary 403(b) Plan**

ARS §15-121 provides the authority for ABOR to establish and maintain a Voluntary 403(b) Plan. The Arizona University System first established the Voluntary 403(b) Plan in 1963. Effective January 2007, ABOR consolidated over 50 investment providers to 3, Fidelity, TIAA-CREF and VALIC. The last contributions were made to these legacy vendors in November 2008. In July of 2014 through a competitive process, Fidelity was selected to provide mutual funds and a brokerage window and TIAA-CREF was selected to provide annuity fund options. VALIC was not selected as a provider and all assets that could be moved were transferred to Fidelity or TIAA-CREF. Fidelity provides common remitter services and 403(b) compliance services through their Master Administrator system.

Investments in the Voluntary 403(b) are divided into the following tiers:

- **Tier 1**: Lifecycle Funds (also the default funds) – Fidelity
  - T. Rowe Price Life Cycle Series

- **Tier 2 (A)**: Passive Core Options – Fidelity
• **Tier 2 (B):** Active Core Options – Fidelity

<table>
<thead>
<tr>
<th>Fidelity Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vanguard Prime Money Market</td>
</tr>
<tr>
<td>PIMCO Total Return</td>
</tr>
<tr>
<td>Principal Diversified Real Asset</td>
</tr>
<tr>
<td>American Beacon Large Cap Value Fund</td>
</tr>
<tr>
<td>Fidelity Contrafund</td>
</tr>
<tr>
<td>Fidelity Growth Company Fund</td>
</tr>
<tr>
<td>Fidelity Diversified International</td>
</tr>
<tr>
<td>TIAA Traditional</td>
</tr>
</tbody>
</table>

• **Tier 3:** Self-directed brokerage and the following specialty options:

<table>
<thead>
<tr>
<th>Specialty Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neuberger Berman Responsive Fund</td>
</tr>
<tr>
<td>Brokerage Link (Self-Directed Brokerage Window)</td>
</tr>
<tr>
<td>TIAA Traditional</td>
</tr>
<tr>
<td>TIAA Real Estate Account</td>
</tr>
<tr>
<td>CREF Stock</td>
</tr>
</tbody>
</table>

**Voluntary 403(b) Demographics**

The following table identifies salient figures of the Voluntary 403(b) for the pay period ending October 25, 2015.

<table>
<thead>
<tr>
<th>Voluntary 403(b) Demographics</th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>403(b) eligible employees</td>
<td>26</td>
<td>21,683</td>
<td>8474</td>
<td>23,294</td>
<td>53,451</td>
</tr>
<tr>
<td>Number of Voluntary 403(b) participants</td>
<td>Included in ASU</td>
<td>1565</td>
<td>443</td>
<td>1657</td>
<td>3665</td>
</tr>
<tr>
<td>Bi-weekly contribution</td>
<td>Included in ASU</td>
<td>$600,998</td>
<td>$149,804</td>
<td>$704,818²</td>
<td>$1,509,071</td>
</tr>
<tr>
<td>2014 employee contributions</td>
<td>$75,770</td>
<td>$14,299,804</td>
<td>$3,843,609</td>
<td>$16,871,677</td>
<td>$35,090,860</td>
</tr>
<tr>
<td>YTD 2015 employee contributions</td>
<td>$78,649</td>
<td>$13,700,880</td>
<td>$3,309,196</td>
<td>$15,187,217</td>
<td>$32,275,942</td>
</tr>
</tbody>
</table>
1. All employees on payroll are eligible to participate, including faculty, staff, students, graduate students, temporary and ancillary employees.
2. UA bi-weekly contribution for pay period ending 10/11/2015.

**Voluntary 403(b) Assets by Vendor**

<table>
<thead>
<tr>
<th></th>
<th>ABOR</th>
<th>ASU</th>
<th>NAU</th>
<th>UA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Assets at 9/30/15</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity</td>
<td>$1,468,747</td>
<td>$124,256,855</td>
<td>$27,921,134</td>
<td>$149,939,160</td>
<td>$303,585,896</td>
</tr>
<tr>
<td>TIAA-CREF²</td>
<td>$9,413,933</td>
<td>$141,473,115</td>
<td>$26,905,140</td>
<td>$149,903,713</td>
<td>$327,695,901</td>
</tr>
<tr>
<td>VALIC</td>
<td>Included in ASU</td>
<td>$21,611,498</td>
<td>$7,359,948</td>
<td>$13,585,123</td>
<td>$42,556,569</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$10,882,680</td>
<td>$287,341,468</td>
<td>$62,186,222</td>
<td>$313,427,996</td>
<td>$673,838,366</td>
</tr>
</tbody>
</table>

|                     |            |                |                |               |                |
| **Total number of participants with a balance >0 at 9/30/15** |            |                |                |               |                |
| Fidelity            | 19         | 2051           | 547            | 2219          | 4836           |
| TIAA-CREF           | 134        | 1115           | 330            | 1168          | 2747           |
| VALIC               | Included in ASU | 306    | 192            | 248           | 746            |
| **Total**           | 153        | 3472           | 1069           | 3635          | 8329           |

|                     |            |                |                |               |                |
| **2014 Distributions** |            |                |                |               |                |
| Fidelity            | $13,260    | $12,605,270    | $2,919,709     | $19,805,755   | $35,343,994    |
| TIAA-CREF³          | $397,884   | $7,415,051     | $2,462,535     | $12,830,555   | $23,106,025    |
| VALIC               | Included in ASU | $5,739,975 | $2,716,587    | $3,815,546    | $12,272,108    |
| **Total**           | $411,144   | $25,760,296    | $8,098,831     | $36,451,856   | $70,722,127    |

|                     |            |                |                |               |                |
| **YTD 2015 Distributions (through 9/30/15)** |            |                |                |               |                |
| Fidelity            | $228,058   | $6,027,280     | $2,326,972     | $10,311,488   | $18,893,798    |
| TIAA-CREF³          | $397,884   | $5,053,959     | $1,435,437     | $6,750,994    | $13,638,274    |
| VALIC               | Included in ASU | $2,933,137 | $625,268       | $3,098,687    | $6,657,092     |
| **Total**           | $625,942   | $14,014,376    | $4,387,677     | $20,161,169   | $39,189,164    |

|                     |            |                |                |               |                |
| **Transferable Assets at 9/30/15** |            |                |                |               |                |
| Fidelity            | $1,468,747 | $124,256,855   | $27,921,134    | $149,939,160  | $303,585,896   |
| TIAA-CREF           | $5,786,728 | $10,035,056    | $2,202,005     | $8,216,590    | $26,240,379    |
| VALIC               | $0         | $0             | $0             | $0            | $0             |
| **Total**           | $7,255,475 | $134,291,911   | $30,123,139    | $158,155,750  | $329,826,275   |
1 Fidelity participants have 200 loans outstanding; TIAA-CREF participants have 118 loans outstanding.
2 Total assets in the TIAA Traditional are $140,969,875.
3 TIAA-CREF – Distributions include systematic withdrawals.

**Supplemental 401(a)/415(m) QEBA Plan**

The Supplemental 401(a)/415m QEBA plan was established on January 1, 2011. This plan is available to select employees as determined by the board and university presidents. Enrollment and amounts are determined annually by the board and university presidents. Currently the ABOR Office, Arizona State University and Northern Arizona University have participants in the plan. Fidelity and TIAA-CREF provide investments options for this plan. There are 13 participants in the Supplemental 401(a) Plan with total assets of $771,086. There are 12 participants in the 415(m) QEBA Plan with total assets of $1,384,377. A list of funds available in these plans can be found in Section XV.

3. **TERM OF CONTRACT**

This Agreement shall commence the date indicated at contract award. The contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the initial contract period of three (3) years. ABOR shall have the right, at its sole discretion, to renew the contract for up to two (2) one-year periods or a portion thereof. If ABOR exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the exception of costs charged.
SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. No proposal will be accepted after this time. The University Services Building is located on the east side of Rural Road between Apache Road and Broadway Road. PROPOSALS MUST BE IN A MARKED SEALED CONTAINER (i.e., envelope, box):

Name of Proposer
Title of Proposal
RFP Number
Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. DIRECTIONS TO USB VISITOR PARKING. Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor’s badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the AUS may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the AUS based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final
authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. **EXCEPTIONS:** Proposer is expected to enter into a standard form of agreement approved by ABOR. ABOR contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the contract between ABOR and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. **Days:** Calendar days

**May:** Indicates something that is not mandatory but permissible/desirable.

**Shall, Must, Will:** Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer’s responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.
18. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Catherine Thart, C.P.M.  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212  
Tel: 480-727-5177  
E-mail: Catherine.thart@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

19. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

20. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

21. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

22. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

23. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers,
officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.

24. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a direct economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Nichol Luoma
Chief Procurement Officer
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Email: nichol.luoma@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Definitions:

- Lead Recordkeeper (LR) – sends and receives data to and from ABOR and AUS Institutions for eligibility and enrollment purposes, manages notification and enrollment for new hires and may interface with a stand-alone mandatory retirement enrollment and notification system that allows newly eligible participants to select the defined benefit plan or defined contribution plan, collects data from the Investment Service Providers for coordination purposes and collects contribution amounts from the AUS for the ORP, Voluntary 403(b), Supplemental 401(a) and QEBA plans and transmits to Individual Service Providers (Includes both data coordination activities along with compliance coordinator services). LR must also be an Investment Service Provider.

- Investment Service Provider (ISP) – vendors approved to provide investment services to plan participants.

Lead Recordkeeper Scope of Work

The Lead Recordkeeper shall perform the following services:

- Securely receive eligible employee information electronically from the AUS and/or interface with a stand-alone mandatory retirement enrollment and notification system for enrollment/feedback file set-up for ORP and Voluntary 403(b) plans, each possessing distinct eligibility criteria
- Enroll eligible employees who have elected the ORP, Voluntary 403(b), Supplemental 401(a), and QEBA in the plans through standardized Plan Provider election, online enrollment option required
- Direct participants through electronic communication to their chosen investment provider's website to establish an account.
- Provide Investment Service Provider materials and/or online link for enrolling employee to complete account set-up.
- Verify employee account set-up through electronic means with applicable Investment Service Provider(s).
- Transmit participant and Investment Service Provider election information to the applicable ABOR Office or AUS Institution for benefit enrollment and payroll action through an approved, secured method.
- Securely receive electronic employee and vested employer contribution information from ABOR Office and AUS Institutions via interface, reconcile and provide electronic confirmation to ABOR Office or the AUS Institution, as appropriate.
- Transmit allocation information and employee and employer contributions electronically to Investment Service Providers and receive electronic confirmation through an approved, secure method.
- Verify participant distribution eligibility for Investment Service Providers, based on information provided by AUS.
- Manage/approve distributions by:
  - Verifying the participant is not employed by the ABOR office or any AUS Institution using an identifier that is in compliance with Arizona Revised Statutes; or
  - Verifying the participant is participating in the ORP Phased Retirement Program (ORP only); or
  - Verifying the participant is at least 59 ½ (Voluntary 403(b) plan only).
• Provide outsourced administration for the Plans, including monitoring contributions and allocations, qualifying domestic relations orders, approving and monitoring loans and hardships (Voluntary 403b plan only), and providing consolidated reporting.
• Coordinate with AUS to provide information/education regarding the choice of plans to new eligible employees.
• Provide plan-level information and Investment Service Provider links/materials to participants.
• Administer the retirement plans in accordance with their respective plan documents (attached in Section XV).
• Provide monthly plan-level and Investment Service Provider-level reporting to ABOR (in aggregate) and the AUS Institutions (individually) for compliance and oversight purposes.
• Confirm ability to complete implementation of data coordination and/or common remitter services to enroll participants, including any conversion requirements and receive contributions no later than January 1, 2017. Note that flexibility beyond that date may be requested if deemed advisable by ABOR.
• Designate a senior executive with authority to act on behalf of the company as the primary contact throughout the proposal and implementation process.
• Educate and train appropriate AUS staff on plan administrative processes and technology.

Lead Recordkeeper deliverables

• Executed ABOR Data Coordinator/Investment Service Provider contracts.
• Executed agreements with Investment Service Providers, i.e. data sharing agreements.
• Documented, detailed implementation work-plan.
• Administration manual and training manual for AUS.
• Demonstrated, documented system security and privacy safeguards.
• Detailed policies and procedures for ongoing enrollment, contribution processing and reconciliation, monthly reporting, distribution processing, compliance activities, participant services, interfacing with employer institutions and Investment Service Provider interfaces, all in compliance with the appropriate plan document.
• Active voice response system, customer call center, and Web access for participants, Investment Service Providers, and the AUS.
• Fully customized communication materials for all participants across plans.
• Specific performance guarantees that put fees at risk in the areas of implementation, timely processing and remittance of contributions and enrollments, reporting and compliance.
• Timeline of key deliverables on a daily, weekly, monthly, quarterly, and annual basis.
• Periodic demographic data analysis detailing various “touch points” and key successes, challenges, and opportunities for better participant outcomes.

Investment Service Provider (ISP) Scope of Work

The Investment Service Providers shall perform the following services:

• Accept electronic enrollment information from the Lead Recordkeeper and provide appropriate online link or account set-up materials.
• Verify employee account set-up electronically with the Lead Recordkeeper.
• Receive allocation information/contributions from the Lead Recordkeeper, reconcile and provide confirmation within three (3) business days.
• Accept direction from the Lead Recordkeeper with regard to contribution cessation upon reaching maximum contribution level and qualification of domestic relations orders (Investment Service Provider to process).
• Accept direction from the Lead Recordkeeper with regard to participant distribution eligibility.
• Provide participant-level information and reporting to the Lead Recordkeeper on a mutually-agreed upon frequency for compliance and reporting purposes, including retirement plan assets, asset allocation, distributions and withdrawals; online access preferred.
• Administer the retirement plans in accordance with their respective plan document (attached in Section XV).
• Provide participant account recordkeeping with daily valuation and quarterly participant statements.
• Provide on-site participant services at a frequency and level determined by ABOR and the individual AUS Institutions.
• Provide education and communication materials and tools that promote and assist with retirement education and planning and investment education, using a variety of media.
• Provide access to an open investment architecture platform of fund offerings that comply with the terms of the Investment Policy Statement.
• Provide full fee transparency to ABOR, the AUS Institutions and participants, including investment fees, administrative fees, and revenue sharing received from either internal or external parties.
• Disclose compensation structure of participant-servicing representatives, both on-site and remote.
• Complete implementation of services to accept participant enrollments, including any necessary conversion and contributions no later than January 1, 2017. Note that flexibility beyond that date may be requested if deemed advisable by ABOR.
• Designate a senior executive with authority to act on behalf of the company as the primary contact throughout the proposal and implementation process.
• Collect revenue sharing where applicable and use this revenue to offset other plan-related expenses, or rebate revenue sharing where appropriate.

ISP Contract Deliverables

• Executed ABOR Investment Service Provider contracts.
• Executed agreement with Lead Recordkeeper, i.e data sharing agreement.
• Documented, detailed implementation work-plan.
• Demonstrated, documented system security and privacy safeguards.
• Detailed policies and procedures for interface with Lead Recordkeeper.
• Active voice response system, customer call center, and Web access for participants, Investment Service Providers, and ABOR/AUS.
• Periodic demographic data analysis detailing various “touch points” and key successes, challenges, and opportunities for better outcomes.
• Specific performance guarantees that put fees at risk in the areas of implementation, timely processing and allocation of enrollments and contributions, transaction processing, reporting and participant statements.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University’s environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university’s performance needs.

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

- Made from 100% post-consumer recycled materials
- Be recyclable
- Reusable
- Non-toxic
- Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

ABOR is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. To demonstrate compliance, complete the Proposer Qualification form attached in Section XIV. Failure to include these items may be grounds for rejection of your proposal.

1. Lead Recordkeeper Qualifications

- Must have been providing similar services for at least five (5) years.
- Must be providing similar services to at least five (5) plans with at least 5,000 employees or $200 million in assets.
- Must agree with all terms and conditions set forth in this Request for Proposal.
- Must disclose all potential conflicts of interest that would impact the organization’s ability to provide the proposed services.
- Must be willing to include performance guarantees which put fees at risk with regard to Lead Recordkeeper services.
- Must meet all ISP qualifications

2. Investment Service Provider Qualifications

- Must have been in the business of providing bundled defined contribution plan services for at least fifteen (15) years.
- Must maintain at least $50 billion in recordkept assets as of December 31, 2014.
- Must provide bundled Define Contribution (DC) plan services to at least five (5) plans with more than 5,000 participants.
- Must provide bundled DC plan services to at least five (5) plans with more than $500 million in assets.
- Must provide DC plan services to at least three (3) governmental statewide higher education 401(a) and/or 403(b) retirement plan that has at least 3,000 participants and $100 million in assets.
- Must confirm that organization is not in bankruptcy, conservatorship, receivership, or in the possession of a regulatory agency.
- Must confirm that proposed products and services meet the qualification requirements of any and all applicable federal requirements pertaining to the various plans offered.
- Must confirm that organization and proposed staff hold all required licenses and certifications to perform the proposed services in the state of Arizona.
- Must agree with all terms and conditions set forth in this Request for Proposal.
- Must disclose all potential conflicts of interest that would impact the organization’s ability to provide the proposed services.
- Confirm that the organization and/or staff will not market or sell products, services or investments to ABOR, ASU, NAU or UA employees other than those permitted under the ORP, Voluntary 403(b), Supplemental 401(a) and QEBA Plans.
- Confirm that all employee-facing staff is compensated on a salaried basis, with no incentive compensation based on employee selection of any specific investment offered by the company.
- Confirm that your firm can collect revenue sharing where applicable and use this revenue to offset other plan-related expenses, or rebate revenue sharing where appropriate.
- Must be willing to include performance guarantees which put fees at risk with regard to Investment Service Provider services.
3. **Financial Statements**
   - **Option A.** Proposers who have audited financial statements are to provide the following:

     Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

     Firm's Name  
     Confidential – Financial Statements

   - **Option B.** Proposers who might not have audited financial statements are to provide the following:

     It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

     Firm's Name  
     Confidential – Financial Statements
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. **Administration** - The administration section of our assessment measures the provider’s capabilities in areas of implementation, outsourcing, payroll, enrollment processes, distributions, trades, reconciliations and plan level reporting. Additionally, the ability to provide compliance services, including monitoring contribution and compensation limits while administering the plan within the plan documents framework will be evaluated.

2. **Technology & Systems** - The technology and systems portion evaluates the quality of the provider’s participant and plan sponsor websites, interactive voice response systems (IVR), call centers, mobile applications, and more general systems information. An outline of future enhancements will be reviewed as well.

3. **Communication & Education** - The communication and education portion of our provider evaluation gauges the quality of each provider’s standard and custom materials, asset allocation tools, as well as additional tools used to communicate and educate both participants and non-participants. The ability to offer a comprehensive and holistic education program will be evaluated as well.

4. **Service and Experience** - The service portion includes a measurement of the provider’s relationship management capabilities and client satisfaction levels. Relationship management metrics include tenure, case load, qualifications, and turnover among others. Client satisfaction metrics include client retention ratios, standard response times, frequency of meetings, and the processes in place for handling complaints. Other metrics measured can include number of years offering the required services and number of clients and assets.

5. **Costs** - Evaluate the overall costs of the services proposed.

6. **Investment Structure** - The investment section evaluates fund availability, restrictions and requirements, and also measures each provider’s processes for fund replacements and auto rebalancing. Also, the flexibility for the payment of plan fees across multiple Investment Service Providers will be considered when scoring this category.

7. **Lead Recordkeeper Services** - The services evaluated in this category revolve around the Lead Recordkeeper’s ability to offer common remitter and data coordination services in compliance with Arizona Revised Statutes. Experience, track record, technology, and participant services will all be evaluated, as well as the compliance and administrative depth available to the plan sponsor. In addition, details will be reviewed specific to the implementation of this service and impact to the client.

8. **Acceptance of RFP terms and conditions** - Note: all exceptions with justification and alternative language MUST be submitted with the proposal

9. **Sustainability Efforts**
SECTION IX – PRICING SCHEDULE

Proposers shall complete the appropriate Pricing Schedule Forms (included in Section XIV).
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single”** continuous (no folders) electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**.

  Any “confidential and/or proprietary” documents must be on a separate CD and labeled appropriately.

- Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications and Substitute W-9 as per Section XIII.
2. Documentation as outlined in Sections XIII and XIV.
3. Completed Request for Proposal Response Documents per Section XIV.
4. Client references
5. Statement of Acceptance of ABOR contract terms and conditions. **Note: all exceptions with justification and alternative language MUST be submitted with the proposal**
6. A description of special resources, skills or services which the firm possess, and which are not addressed as part of this Request for Proposal, that would be realized by the University as a result of these resources.
7. Completed Pricing Schedules per Section XIV.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: ARIZONA UNIVERSITY SYSTEM RETIREMENT PLANS

PROPOSAL NUMBER: RFP 081602

INQUIRY DEADLINE: 3:00 P.M., MST, February 29, 2016

QUESTIONS ON: _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. ____________

DATE: ________________________________

WRITER: ________________________________

COMPANY: ________________________________

E-MAIL ADDRESS: ________________________________

PHONE: ________________________________  FAX: ________________________________

QUESTIONS:

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SECTION XII – TERMS & CONDITIONS

1. PAYMENT. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. ABOR’s obligation is payable only and solely from funds appropriated for the purpose of the contract. The payment terms for the contract are Net 30 days. An invoice shall be submitted directly to ABOR unless otherwise directed.

2. REMEDIES AND APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Arizona. ABOR and Contractor shall have all remedies afforded each by said law.

3. ANTI-KICKBACK. In compliance with FAR 52.203-7, ABOR has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

4. GRATUITIES. ABOR may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event the contract is canceled by ABOR pursuant to this provision, ABOR shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

5. MODIFICATIONS. The contract can be modified or rescinded only in writing and signed by both parties or their duly authorized agents.

6. ASSIGNMENT-DELEGATION. No right or interest in the contract shall be assigned, or any obligation delegated, by Contractor without the written permission of ABOR. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

7. INTERPRETATION-PAROL EVIDENCE. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

8. EQUAL OPPORTUNITY CLAUSE. The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to the contract unless the contract is exempted under the rules, regulations or orders of the Secretary of Labor.

9. TERMINATION FOR DEFAULT. In the event that the Contractor shall fail to maintain or keep in force any of the terms and conditions of the contract, ABOR may notify the Contractor in writing of such failure and demand that the same be remedied within 10 days. Should the
Contractor fail to remedy the same within said period, ABOR shall then have the right to terminate the contract.

10. **NO WAIVER.** No waiver by ABOR of any breach of the provisions of the contract by the Contractor shall in any way be construed to be a waiver of any future breach or bar ABOR's right to insist on strict performance of the provisions of the contract.

11. **TERMINATION.** ABOR may by written notice, stating the extent and effective date terminate the contract for convenience in whole or in part, at any time. ABOR shall pay the Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor as approved by ABOR, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total contract price.

12. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. § 38-511, the contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of ABOR is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

13. **LABOR DISPUTES.** Contractor shall give prompt notice to ABOR of any actual or potential labor dispute which delays or may delay performance under the contract.

14. **NOTICE OF ARBITRATION STATUTES.** Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the ABOR Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

15. **CANCELLATION FOR LACK OF FUNDING.** The contract may be canceled without any further obligation on the part of ABOR and the AUS in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

16. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Contractor hereby assigns to ABOR for and on behalf of the AUS any and all claims for such overcharges.

17. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, AUS or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of the contract. Such records shall be produced at ABOR, or such other location as designated by ABOR, upon reasonable notice to the Contractor.

18. **INSOLVENCY.** ABOR shall have the right to terminate the contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
19. **ADVERTISING.** Contractor agrees that it will not use Arizona State University, University of Arizona, Northern Arizona University or ABOR or any of its names or trademarks in any Contractor advertising.

20. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

21. **NON-DISCRIMINATION.** The Contractor shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non – discrimination, and immigration.

If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

22. **WARRANTIES.** Contractor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by Contractor and personnel employed by Contractor reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) Contractor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Contractor’s performance under the contract will not result in a breach of any other agreement to which Contractor is a party; (iv) all Contract IP will be original creations, and will not infringe upon or violate any Intellectual Property of any third parties; (v) any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any Deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Contractor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

23. **INTELLECTUAL PROPERTY OWNERSHIP.** All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or
create, either solely or jointly with any other person or persons including ABOR, pursuant to or in connection with the contract (“Contract IP”), will be owned by ABOR, and where applicable, all copyrightable works will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for ABOR (or if ownership of all rights therein does not otherwise vest exclusively in ABOR), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to ABOR all right, title and interest to all Contract IP. “Intellectual Property” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to ABOR. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of ABOR, to do such acts, and sign, and deliver all such instruments requested by ABOR to vest in ABOR the entire right, title and interest to the Contract IP, and to enable ABOR to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ABOR’s cost and expense, to cooperate with ABOR in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

24. CONTRACTOR’S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS. Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs ABOR in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to the AUS/ABOR a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the AUS/ABOR in the course of performing the Services.

25. DATA OWNERSHIP. The AUS/ABOR will own, or retain all of their rights in, all data and information that the AUS/ABOR provides to Contractor, as well as all data managed by Contractor on behalf of the AUS/ABOR, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through AUS/ABOR’s or Contractor’s use of the Services or Deliverables (collectively, the “AUS Data”). The AUS Data includes student data, metadata, and user content. The AUS Data shall be AUS/ABOR’s Intellectual Property and Contractor will treat it as AUS/ABOR’s confidential and proprietary information. Contractor shall not use, access, disclose, or license or provide to third parties, any AUS Data, or any materials derived therefrom, except: (i) for Contractor’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Contractor’s obligations to the AUS/ABOR hereunder, or; (iii) as authorized in writing by the AUS/ABOR. Without limiting the generality of the foregoing, Contractor may not use any AUS Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, AUS/ABOR’s prior written consent. Upon request by the AUS/ABOR, Contractor will deliver, destroy, and/or make available to AUS/ABOR, any or all of the AUS Data.

26. NONDISCLOSURE AND TRADE SECRETS. Contractor may receive (or has received) from the AUS/ABOR and otherwise be exposed to confidential and proprietary information relating to the AUS/ABOR’s business practices, strategies, and technologies, AUS Data, as well as confidential information of the AUS/ABOR necessary to perform the Services and/or provide the Deliverables (collectively, “AUS Confidential Information”). AUS Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Contractor.
with the legend “ASU, UA, NAU, ABOR Confidential and Proprietary,” or other designations of confidentiality. As between Contractor and the AUS/ABOR, the AUS/ABOR Confidential Information is the sole, exclusive, and valuable property of the AUS/ABOR. Accordingly, Contractor will not reproduce or otherwise use any of the AUS Confidential Information except in the performance of the Services or the provision of the Deliverables, and will not disclose any of the AUS Confidential Information in any form to any third party, either during or after the Term, except with AUS/ABOR’s prior written consent. Upon termination of the contract, Contractor will cease using, and will return to the AUS/ABOR, all originals and all copies of the AUS Confidential Information, in all forms and media, in Contractor's possession or under Contractor's control. In addition, Contractor will not disclose or otherwise make available to the AUS/ABOR any confidential information of Contractor or received by Contractor from any third party.

27. INFORMATION SECURITY. All systems containing AUS Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed so they are in compliance or are consistent with University's policies and standards regarding data usage and information security. To diminish information security threats, Contractor will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to AUS/ABOR resources, including sensitive AUS Data, limiting access to legitimate business need based on an individual’s job-related assignment. Contractor will, or will cause the system owner to, approve and track access to ensure proper usage and accountability, and Contractor will make such information available to University for review, upon University’s request.

(b) Incident Reporting. Report information security incidents immediately to ABOR (including those that involve information disclosure incidents, unauthorized disclosure of AUS Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under the contract will be performed within the borders of the United States. Any services that are described in the contract that directly serve AUS/ABOR and may involve access to secure or sensitive AUS Data or personal client data or development or modification of software for AUS/ABOR will be performed within the borders of the United States. Unless stated otherwise in the contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers and to all AUS Data.

(d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ABOR. Updates and patch management must be deployed using an auditable process that can be reviewed by ABOR upon ABOR’s request.

(e) Encryption. All systems and devices that store, process or transmit sensitive AUS Data must use an industry standard encryption protocol for data in transit and at rest.

(f) Notifications. Notify ABOR immediately if Contractor receives any kind of subpoena for or involving AUS Data, if any third-party requests AUS Data, or if Contractor has a change in the location or transmission of AUS Data.

(g) Security Reviews. Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review and approval by ABOR upon ABOR’s request. Currently, no more than two (2) reviews per year are required.

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the contract at regular intervals in accordance with industry standards and
best practices. Contractor must correct weaknesses within a reasonable period of time, and Contractor must provide results of all tests to ABOR upon ABOR’s request.

(i) ABOR reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning as appropriate prior to releasing new software versions. Contractor will provide internal standards and procedures to ABOR for review and approval upon ABOR’s request.

28. **AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT.**
Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by AUS/ABOR faculty/staff, students, program participants, or other AUS/ABOR constituencies must be compliant with the Americans with Disabilities Act as amended and the Section 508 of the Rehabilitation Act of 1973. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

29. **BACKGROUND CHECKS.** To ensure the safety and security of the AUS/ABOR, Contractor will conduct reference checks, background checks, and fingerprinting (“Screenings”) as and when required, on all persons employed or contracted by Contractor to perform work under the contract. Contractor will conduct Screenings on such person as would be required if the AUS/ABOR were hiring the person. These minimum Screening requirements are set forth in ABOR policy 6-709 and ARS § 15-1649. It is the responsibility of the Contractor to be familiar with all relevant policies of ABOR and each AUS institution.

30. **UNIVERSITY WEAPONS POLICY.** Unauthorized use, possession or storage of any weapon, explosive device or fireworks on the university campus or at a university-sponsored activity is prohibited except that subject to A.R.S. § 12-781 and other applicable law, a person may lawfully transport or lawfully store a firearm that is both 1) in the person’s locked and privately owned motor vehicle or in a locked compartment on the person’s privately owned motorcycle, and 2) not visible from the outside of the motor vehicle or motorcycle, although the board or a university may require that vehicles transporting or storing firearms be parked in alternative parking as described in A.R.S. § 12-781. It is the responsibility of the Contractor to be familiar with all relevant policies of ABOR and each AUS institution.

31. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** For e-commerce business and/or credit card transactions, Contractor will comply with the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Contractor must at all times during the term of the contract be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware, and Contractor will provide attestation of compliance to ABOR annually. The technical solution must include the following:
(a) Contractor maintains its own network operating on its own dedicated infrastructure. Contractor’s network includes a firewall that includes access control rules that separate Contractor’s PCI network from AUS/ABOR and that restricts any communication between Contractor’s network devices and AUS/ABOR systems.
(b) Contractor treats the AUS/ABOR network as an untrusted network and encrypts all cardholder data traversing the AUS/ABOR network using industry standard encryption algorithms.
(c) A system where the AUS/ABOR has no ability to decrypt cardholder data.
(d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

32. PARKING. The Contractor shall obtain all parking permits and/or decals required while performing work on the AUS/ABOR premises.

33. TOBACCO FREE. The AUS/ABOR recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. It is the responsibility of the Contractor to be familiar with all relevant policies of ABOR and each AUS institution.

34. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

35. DEBARMENT AND SUSPENSION. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at https://www.sam.gov/index.html/#1#1.

36. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37. INSURANCE REQUIREMENTS. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best’s, the minimum insurance
coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for the contract and in no way limit the indemnity covenants contained in the contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

   - General Aggregate $5,000,000
   - Products Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $25,000,000
   - Each Occurrence $5,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

   - Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers,
officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor / Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim $100,000,000

a. In the event that the professional liability insurance required by the contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

c. Contractor shall disclose in it Proposal, the amount of any self-insured retention or deductible levels for the policy coverage.

d. Excess or umbrella following form coverage may be utilized to meet the insurance limits

5. Fidelity Bond/Insurance $100,000,000

a. Contractor shall disclose in it Proposal, the amount of any self-insured retention or deductible levels for the policy coverage.

b. Excess or umbrella following form coverage may be utilized to meet the insurance limits

6. Cyber Liability Insurance

- Each Claim $50,000,000

a. Contractor shall disclose in it Proposal, the amount of any self-insured retention or deductible levels for the policy coverage.
b. Excess or umbrella following form coverage may be utilized to meet the insurance limits

A. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of the contract.

B. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested Arizona Board of Regents, Director, Business and Financial Services, 2020 N. Central Ave., Ste. 230, Phoenix, AZ 85004.

C. VERIFICATION OF COVERAGE: Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by the contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by the contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by the contract shall be sent directly to Arizona State University, Risk and Emergency Management, PO Box 876512, Tempe, Arizona 85287 with a copy to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by the contract at any time.

D. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

38. SALES AND USE TAX. The Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless AUS/ABOR, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any or all said laws and amendments. The AUS/ABOR is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax
exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the AUS/ABOR.

39. PERSONNEL. Employees of the Contractor assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of ABOR.

40. PRICE ADJUSTMENT. Price increase requests will only be considered at the end of one contract period and the beginning of another. Price increase requests shall be supported by evidence of increased costs to the Contractor. ABOR will not approve price increases that will merely increase the gross profitability of the Contractor at the expense of the AUS/ABOR. Price increase requests shall be a factor in the contract extension review process. ABOR shall determine whether the requested price increase or an alternate option is in the best interest of the AUS/ABOR.

41. CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT. A separate agreement is necessary to comply with the requirements of the “Gramm Leach Bliley Act” dealing with the confidentiality of customer information and the Safeguarding Rule.

42. STUDENT EDUCATIONAL RECORDS. The universities, ABOR and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g). FERPA permits disclosure of student record information to “other school officials” who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as “other school officials”. Designated representatives of Contractor will be designated as “other school officials” for purposes of the contract. No designated representative of the Contractor shall disclose information it receives under the contract to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the AUS/ABOR’s definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the AUS/ABOR will take appropriate action against the designated representative that is similar to action the AUS/ABOR would take against one of its employees who disclosed or misused the educational records of its students.

43. NOTICES. All notices and communications required or permitted under this contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ABOR:
Arizona Board of Regents
2020 N Central Ave., Ste. 230
Phoenix, AZ 85004
Attention: Director, Business and Financial Services

44. AUTHORIZED PRESENCE REQUIREMENTS. As required by ARS § 41-4401, ABOR is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A
breach of this warranty will be a material breach of this contract that is subject to penalties up to and including termination of this contract. ABOR retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Arizona State University, Northern Arizona University, the University of Arizona, or the Arizona Board of Regents who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University, Northern Arizona University, the University of Arizona, or the Arizona Board of Regents who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________  _______________________________
(Firm)        (Address)
________________________________
(Email Address)

________________________________
(Signature required)       (Phone)
________________________________
(Print name)      (Fax)

________________________________
(Print title)      (Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

_____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at https://www.sam.gov/index.html/#1#1.)

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

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

(ii) The Offeror (check one) has ( ) or has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm) ________________________________ (Address) ________________________________

(Email Address) ________________________________

(Signature required) ________________________________ (Phone) ________________________________

(Print name) ________________________________ (Fax) ________________________________

(Print title) ________________________________ (Federal Taxpayer ID Number) ________________________________

(Federal Debarred List Continued)

(Purchasing 01-31-2007)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

__________________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(Signature page follows)
(Firm) ________________________________ (Address) ________________________________

(Email Address) ________________________________ (Phone) ________________________________

(Signature required) ________________________________ (Fax) ________________________________

(Print name) ________________________________ (Federal Taxpayer ID Number) ________________________________

(Print title) ________________________________ (Anti-Lobbying Certificate) (Purchasing 01-31-2007)
LEGAL WORKER CERTIFICATION

(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

As required by Arizona Revised Statutes §41-4401, the AUS is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to ABOR hereunder and under the common law, in the event of such a breach, ABOR shall have the right to terminate the contract. Upon request, ABOR shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

(Firm) ______________________________ (Address) ______________________________
(Email address) ______________________________
(Signature required) ______________________________ (Phone) ______________________________
(Print name) ______________________________ (Fax) ______________________________
(Print title) ______________________________ (Federal Taxpayer ID Number) ______________________________

(Purchasing 06-23-2014)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:
- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
- [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:
EPA information about conserving water:
- [http://water.epa.gov/polwaste/nps/chap3.cfm](http://water.epa.gov/polwaste/nps/chap3.cfm)

Packaging
Links to get you started on sustainable packaging:
- [http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm](http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm)

Sustainability Practices
Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

EPA life cycle assessment information:
- [http://www.epa.gov/nrmrl/std/lca/lca.html](http://www.epa.gov/nrmrl/std/lca/lca.html)
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

**Taxpayer Identification Number (TIN)**

- [ ] Employer ID Number (EIN)
- [ ] Social Security Number (SSN)

**LEGAL NAME:** (must match TIN)

**LEGAL MAILING ADDRESS:**

(Where tax information and general correspondence is to be sent)

<table>
<thead>
<tr>
<th>DBA/Branch/Location:</th>
<th>ADDRESS LINE 1:</th>
<th>ADDRESS LINE 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY:</td>
<td>ST:</td>
<td>ZIP:</td>
</tr>
</tbody>
</table>

**REMIT TO ADDRESS:**

- [ ] Same as Legal Mailing Address

<table>
<thead>
<tr>
<th>DBA/Branch/Location:</th>
<th>ADDRESS:</th>
<th>ADDRESS LINE 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY:</td>
<td>ST:</td>
<td>ZIP:</td>
</tr>
</tbody>
</table>

**ENTITY TYPE** (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

- [ ] Individual (not a business)
- [ ] Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
- [ ] Corporation (not providing health care, medical or legal services) (EP: 5)
- [ ] Corporation (providing health care, medical or legal services) (EP: 5)
- [ ] Partnership, LLP or partnership organized as LLC or PLLC
- [ ] The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
- [ ] A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
- [ ] Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
- [ ] An international organization or any of its agencies or instrumentalities (EP: 4)
- [ ] State of Arizona employee

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?

- [ ] Yes [ ] No (FC: D/E)

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of U.S. Individual: ___________________________ Date: ___________________________

NOTE: **IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.** Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
**Legal Name:**

**TIN:**

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? [ ] Yes [ ] No

If you select Yes, please provide your Arizona License # and sales/use tax rate charged % DUNS#

### SECTION 1 - FEDERAL INFORMATION

What is your business’ federal classification type? See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

Large Business? [ ] YES [ ] NO [ ]
Small Business? [ ] YES [ ] NO [ ]

Please check all that apply to your business for the federal supplier type:

- Service-Disabled Veteran-Owned (VD)
- Small Disadvantaged (SD)
- Women-Owned (WO)
- Veteran-Owned (VO)
- Minority Institution (MI)
- HUB Zone (HZ)

### SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition?

“Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year” [ ] YES [ ] NO

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:

Signature:

Phone: Fax:

Email:

**VENDOR:** List the product or service provided.

If the buyer name is listed, please return to the buyer.

**Buyer:** [ ]
**Phone:** [ ]
**Email:** [ ]

**NOTE:** If both pages of this form are not completed the form will be returned to you. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
SECTION XIV – PROPOSAL DOCUMENTS

THE FORMS LISTED BELOW MUST BE COMPLETED AND INCLUDED WITH THE RFP RESPONSE.

1. PROPOSER QUALIFICATION FORM
2. RFP QUESTIONNAIRE
3. PRICING SCHEDULE
# PROPOSER QUALIFICATION FORM

## Lead Recordkeeper Qualifications

1. **Must have been providing similar services for at least five (5) years**
   - **Date began offering Lead Recordkeeper services:**

2. **Must be providing similar services to at least five (5) plans with at least 5,000 employees and $200 million in assets**
   - **Number of plans (as Lead Recordkeeper) with at least 5,000 employees and $200 million in assets:**

3. **Agree with all terms and conditions set forth in this Request for Proposal**
   - **Note:** all exceptions with justification and alternative language MUST be submitted with the proposal

4. **Must disclose all potential conflicts of interest that would impact the organization’s ability to provide the proposed services**
   - **Confirm no conflicts:**
     - OR
   - **Identify potential conflicts:**

5. **Must be willing to include performance guarantees that put fees at risk with regard to Lead Recordkeeper services**
   - **Confirm:**

6. **Must meet all ISP qualifications**
   - **Confirm**

## Investment Service Provider Qualifications

1. **Must have been in the business of providing bundled defined contribution (DC) plan services for at least fifteen (15) years**
   - **Date began providing DC plan services:**

2. **Must maintain at least $50 billion in recordkept assets as of 12/31/2014**
   - **Assets recordkept at 12/31/2014:**

3. **Must provide bundled DC plan services to at least five (5) plans with more than 5,000 participants**
   - **Number of DC plans with more than 5,000 participants:**

4. **Must provide bundled DC plan services to at least five (5) plans with more than $500 million in assets**
   - **Number of DC plans with more than $500 million in assets:**

5. **Must provide DC plan services to at least three (3) governmental statewide higher education 401(a) and/or 403(b) retirement plans that have at least 3,000 participants and $100 million in assets**
   - **Number of governmental statewide higher education 401(a) and/or 403(b) plans with at least 3,000 participants and $100 million in assets:**

6. **Must confirm that organization is not in bankruptcy, conservatorship, receivership, or in the possession of a regulatory agency**
   - **Confirm:**

7. **Must confirm that proposed products and services meet the qualification requirements of any and all applicable federal requirements pertaining to the various plans offered**
   - **Confirm:**

8. **Must confirm that organization and proposed staff hold all required licenses and certifications to perform the proposed services in the state of Arizona**
   - **Confirm:**

9. **Agree with all terms and conditions set forth in this Request for Proposal**
   - **Note:** all exceptions with justification and alternative language MUST be submitted with
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<tr>
<td>10.</td>
<td>Must disclose all potential conflicts of interest that would impact the organization’s ability to provide the proposed services</td>
</tr>
<tr>
<td></td>
<td>Confirm no conflicts: OR Identify potential conflicts:</td>
</tr>
<tr>
<td>11.</td>
<td>Confirm that the organization and/or staff will not market or sell products, services or investments to ABOR, ASU, NAU or UA employees other than those permitted under the retirement plans</td>
</tr>
<tr>
<td></td>
<td>Confirm:</td>
</tr>
<tr>
<td>12.</td>
<td>Confirm that all employee-facing staff are compensated on a salaried basis, with no incentive compensation based on employee selection of any specific investment offered by the company</td>
</tr>
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<td>Confirm:</td>
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<tr>
<td>13.</td>
<td>Confirm that your firm can collect revenue sharing where applicable and use this revenue to offset other plan-related expenses, or rebate revenue sharing where appropriate</td>
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<td>Confirm:</td>
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<tr>
<td>14.</td>
<td>Must be willing to include performance guarantees that put fees at risk with regard to Investment Service Provider services</td>
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<tr>
<td></td>
<td>Confirm:</td>
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</tbody>
</table>
2. **RFP QUESTIONNAIRE**

Definitions:

- **Lead Recordkeeper (LR)** – sends and receives data to and from ABOR and AUS Institutions for eligibility and enrollment purposes, manages notification and enrollment for new hires and may interface with a stand-alone mandatory retirement enrollment and notification system that allows newly eligible participants to select the defined benefit plan or defined contribution plan, collects data from the Investment Service Providers for coordination purposes and collects contribution amounts from the AUS for the ORP, Voluntary 403(b), Supplemental 401(a) and QEBA plans and transmits to Individual Service Providers (Includes both data coordination activities along with compliance coordinator services). LR must also be an Investment Service Provider.

- **Investment Service Provider (ISP)** – vendors approved to provide investment services to plan participants.

**SECTION I:**

**Company Information:**

1. Give a brief history of your company and indicate whether your company is a subsidiary or affiliate of another company.

2. Specify if the package of services being quoted is provided under a joint venture arrangement. If so, describe the arrangement, its terms and conditions and whether your company and the other companies have been involved in similar past ventures.

3. Indicate whether any services will be subcontracted to another company and fully describe these services and the stability, background and qualifications of all companies that may provide subcontracted services.

4. Identify any licensed agents utilized and describe the relationship with your company.

5. Describe any pending agreements to merge or sell your company.

6. Has your company been involved in litigation in the last five (5) years or is there any pending litigation arising out of your performance or participation in a defined contribution plan? If yes, describe. (Exclude routine interpleader actions, garnishments and similar routine matters involving participants and beneficiaries that do not reflect on your performance of your contract.)

7. Has your company been cited or threatened with citation within the last five (5) years by any federal or state regulators for violations of any state or federal law or impending regulation? If yes, describe.

8. Provide the current status of any regulatory or legal investigation or procedures that involve your company. Describe the nature of the investigation and potential impact on your company, your corporate organization and your company’s ability to provide the services included in this RFP.

9. Describe your company’s philosophy with regard to guaranteeing performance for a plan sponsor. Are performance guarantees routinely included in your service contracts? Do these guarantees put fees at risk? Describe the process.
10. Provide your standard performance guarantees, including, but not limited to, implementation timing, implementation accuracy, administrative processing, compliance, reporting, participant services, technology, etc.

11. Provide the number of years of experience your company has been in the business of administering defined contribution retirement plans, specifically 401(a) and 403(b) plans.

12. Provide the current number of plans sponsored by public sector higher education systems for which your company provides bundled services. Identify the number of these that are in a multiple vendor relationship with your company and the number that are in an exclusive relationship with your company.

13. Have you previously worked with ABOR in any capacity, and/or do you have participant assets within any of the current plan arrangements?

Relationship Management and Service Team

1. Provide an organizational chart of the individuals and describe their roles and responsibilities for the team that would deliver your proposed services. It is requested that specific individuals be assigned and named in this response. For each team member, provide a brief biography, and complete the following information:

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Role</th>
<th>Years of experience in retirement plan markets</th>
<th>Years of experience with company</th>
<th>Number of total clients served</th>
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Interface with Lead Recordkeeper

1. Is your company willing to share participant account balance and plan-level transaction information with the LR on a periodic basis? If so, describe your capabilities in this area, including preferred data format, format flexibility, and available frequency.
2. Describe your ability to accept contribution amounts and data from the LR and allocate contributions to participant accounts based on information received from the LR. Provide details regarding preferred data format, format flexibility, preferred fund transfer method, and electronic interface requirements, etc.

3. Provide information regarding your experience sharing data with third-party administrators, common remitters, and Lead Recordkeepers. How many of your clients require you to coordinate with another vendor or third party? With how many of these coordinators do you share data?

4. Does your company have the ability to provide a Web link to the LR to post on their Web site to link enrolling employees (or employees changing FS elections) to your account set-up process? Describe the process for account set-up under this scenario.

Recordkeeping Services

1. Describe your company’s recordkeeping system, including the name of the system, how long the system has been in existence, whether the system was developed internally or purchased, and how the system is maintained and updated.

2. What is your preferred method of data transmission, noting that data transmissions will be between your company and the LR? Can your system handle other transmission methods? If so, describe. Are there timing or pricing issues associated with methods other than the preferred method? Explain.

3. Provide a sample layout for data transmission.

4. What is your preferred method of fund remittance, noting that fund remittances will be received from the LR? Can your system handle other transmission methods, including wire transfer, bank draft, etc.? If so describe. Are there timing or pricing issues associated with methods other than the preferred method? Explain.

5. Can your company process negative contribution adjustments? If so, are you able to refund 100% of the adjustment (i.e., without adjusting for investment gains/losses)?

6. Describe your company’s system back-up and disaster recovery procedures. Are files archived and stored at an off-site location? If so, what is the location? Have procedures been tested? As of what date did you last perform a full-scaled disaster recovery test? What was the result of this last test?

7. Describe your recent cybersecurity investments for protecting participant data.

8. Describe to what extent, if any, your system(s) and data storage are located in the cloud.

Participant Statements

1. How many business days after the end of the statement periods are statements issued? What is your quality standard with regard to statement mailings?

2. Provide a sample participant statement.
3. Are statements available on demand? If so, describe what type of statement is available (e.g., on-demand time period or copy of prior statement) and how a participant can request such a statement (e.g., voice response system, phone service representative, on-site representative, Internet).

4. Is your company utilizing electronic statements? Describe any differences between hard copy statements mailed to participants and electronic statements. Are electronic statements available in addition to or in lieu of paper statements?

5. Do quarterly statements include personal rate of return on both paper statements and electronic statements? If no, explain.

6. Confirm your statement includes an explanation of general investment principles and disclose the risk of holding more than 20% of retirement savings in any one security. Provide sample language.

Participant Access

1. Describe in detail the voice response, customer service, and Internet services provided. What information is accessible and what transactions are available via each channel? What interactive tools are available via each channel?

2. Provide the location of each of your customer service and/or call centers. If your company outsources this service, indicate whether it is outsourced to a location within the United States. If not within the United States, identify the specific location outside the United States, as well as the type of services that this location handles for your defined contribution retirement plan clients.

3. Identify and describe the minimum licensing requirements and training programs for your telephone customer service representatives.

4. Provide a demo login and password to explore your organization’s access channels.
   a. Participant website address:
      i. Login or user ID:
      ii. Password:
   b. VRU number:
      i. Password:

   Ensure that participant website and VRU access remain available through the conclusion of the due diligence process.

Trust/Custody Services

1. Does your proposal include corporate trust/custody services?

2. If corporate trust/custody services are included, what party is your company’s preferred provider of such services?

3. Are plan sponsors required to utilize that party or can your company accommodate other trust/custody providers? Would the use of other parties impact the pricing of your proposal?

4. Describe the trust/custody services that are included in this proposal.
Participant Servicing and Communications

1. ABOR Office and each AUS Institution requires a unique level of on-going on-site service per month that includes group meetings, education and one-on-one counseling sessions, with additional flexibility to be available during transition and ongoing as needed. For pricing purposes, assume 100 FTE days of on-site service per year. Discuss your ability to work individually with the ABOR Office and each individual AUS Institution to develop a service schedule, identifying any pricing contingencies.

2. Indicate the location(s) and identify the on-site representative(s) that would be assigned to this account. Include short biographies for the representatives. How many other clients is each representative assigned?

3. Are the on-site representative(s) salaried employee(s) of your company? Explain the compensation structure applicable to the representative.

4. Can your company provide bilingual (English and Spanish) on-site representatives? Phone representatives? Are other languages available?

5. Describe in detail your company’s experience in modifying standard services to meet the needs of a client, specifically in the areas of participant support in technology, communications, and employee outreach.

6. How does your company differentiate itself with respect to participant education and communication?

7. Does your company provide standard targeted communication materials? If so, describe in detail the different groups that your company targets, how individuals are classified into these groups and how communication differs between groups.

8. Does your company have the ability to analyze actual employee census data to provide specific targeted communications? Please describe in detail.

9. Do you provide a retirement gap analysis report? How often are these prepared? Do these reports contain retirement assets under management by your company only, or is there an option to add outside funds? What further instructions are provided so that this report is a worthwhile endeavor?

10. Describe your process for authoring customized communication and enrollment materials, and the staff/resources available for developing/authoring communication materials. Provide samples of pertinent education materials.

11. Provide an itemized list of all tools and calculators available on the website.

12. Provide an itemized list of all available workshops and seminars.

13. Investment advice and/or managed accounts may be made available to participants. Describe your company’s capabilities for providing investment advice or managed accounts, including whether it is offered through a proprietary product or through contract with an outside provider, associated fees, and any indemnification offered.

Investment Fund Information

1. Identify all proprietary funds offered by your company and any proprietary fund requirements. Describe the required number/type of funds, as well as details about those funds, such as all associated expenses, including total expense ratio, 12b-1 fees, other revenue sharing, and any other associated expenses.

2. Provide the name, title, address, telephone, e-mail, and fax numbers of the contact person from your company whom we may contact with questions regarding the proprietary investment options required within your platform.

3. Will the AUS retirement plans be able to access the lowest cost share classes available? If not, what thresholds or other criteria would apply for access to the lowest cost share classes?

4. Describe all requirements, in detail, that restrict investment flexibility with regard to the number, type or dollar amount of investments required to be invested in proprietary vs. non-proprietary funds.
5. Describe any restrictions on investment options that may be offered, such as number of funds or combinations of investments. Describe any restrictions on transfers between funds (e.g., redemption fees for international fund).

6. Describe your ability to support separate account and collective trust investments.

7. Detail any differences in the way participants would access information regarding non-mutual fund investments.

8. Describe your current experience supporting separate account and collective trust investments.

Plan Fees:

1. May fees be netted from participant accounts? If yes, does the plan sponsor have the choice of reflecting this on participant statements as a line item?

2. Does your firm provide for full fee transparency, including disclosure of all expenses, sub transfer arrangements and any other fees that a platform may be receiving in exchange for services provided to the plan?

3. Assuming there is no revenue sharing, what would be your gross fee to service this/these plans? What services are included in this fee?

4. Provide a list of all miscellaneous fees that may be incurred by the plan sponsor or plan participant outside of the fees for your standard services. Please include loans, hardships, in-service withdrawals, terminations, and QDRO processing (not qualification).

5. Please provide your fees for employee communications and education services.

6. Is your proposed fee impacted by use of proprietary fund options?

SECTION II:

Lead Recordkeeper Services

1. Please identify with which ISP types your services are compatible:

   □ Approved ISP only
   □ Legacy ISP only
   □ Both approved and legacy ISP

2. Provide a brief overview of the division of your company offering LR services, including a company organizational chart.

3. For how many years has this division been offering LR services? For how many total clients?

4. Describe what makes your services unique when compared to any other master administrator, Lead Recordkeeper and/or common remitter service providers in the industry.

5. Who is the relationship contact for LR services? Is this contact the same as the relationship contact for ISP services?

6. Provide three (3) employer references for data coordination and/or common remitter services. At least one (1) must be an institution of higher education. Provide the information requested in the table below.
7. Provide a general description of your LR services. Attaching marketing materials and other generic sales materials will be accepted, provided you reference those materials in the response space below.

8. Complete the following checklist identifying the capabilities of your system. Additional questions following the checklist are designed to solicit detailed descriptions of the LR services your company offers.

<table>
<thead>
<tr>
<th>Service</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
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<tbody>
<tr>
<td>General</td>
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<tr>
<td>Designed for ERISA plans</td>
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<tr>
<td>Accommodate unique non-ERISA plan specifics</td>
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</tr>
<tr>
<td>Service</td>
<td>Yes</td>
<td>No</td>
<td>Comments</td>
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<tr>
<td>------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Provide common remitter services from multiple AUS Institutions/human resource information systems/payroll feeds to up to 3 ISPs</td>
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<tr>
<td>Collect data and transaction information from ISPs and aggregate for ABOR and each AUS Institution reporting</td>
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<tr>
<td>Periodically collect participant account balance information from all ISPs and provide on Web site</td>
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<tr>
<td>Coordinate with ASRS and educate eligible employees with regard to ORP Plan/ASRS election</td>
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<tr>
<td><strong>Participant Services</strong></td>
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<tr>
<td>Provide participant access – describe whether on-line, phone, paper or combination</td>
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<tr>
<td>Upon receipt of eligibility from ABOR and each AUS Institution, provide notice of eligible options to new employees</td>
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<td>Accept and process initial employee enrollment in plan through online enrollment methodology (regardless of ISP election for investment)</td>
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<tr>
<td>Provide on-line links to ISP sites for account set-up</td>
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<tr>
<td>Collect ISP changes and notify ISP and AUS through interface</td>
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<tr>
<td>Make plan provision information available to employees/participants</td>
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<tr>
<td>Provide non-ISP specific retirement planning information/education to employees/ participants</td>
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<tr>
<td><strong>Plan Sponsor Services</strong></td>
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<td>Receive contribution amounts electronically from AUS; separate amounts/information by ISP; transmit to individual ISP</td>
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<tr>
<td>Describe transmission methods and timing for funds and data</td>
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<tr>
<td>Confirm receipt of contributions/data to ABOR or each AUS Institution</td>
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<tr>
<td>Confirm receipt of contributions/data by individual ISP</td>
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<tr>
<td>Service</td>
<td>Yes</td>
<td>No</td>
<td>Comments</td>
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<tr>
<td>Monitor applicable contribution limits for all participants across all ISP and notify ISP and AUS. (assumes AUS provides information regarding non-vested employer contributions held in trust at the AUS)</td>
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<tr>
<td>Collect employee termination data from AUS and verify distribution eligibility to ISP</td>
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<tr>
<td>Identify (in the comments box or a separate attachment) responsibilities of AUS when utilizing your LR services</td>
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<tr>
<td>Identify (in the comments box or a separate attachment) responsibilities of a ISP when utilizing your LR services</td>
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<tr>
<td>Confirm information accumulated via LR services are confidential and shared only with AUS and ISP with which participant maintains account (in comments, identify if shared with AUS, ISP, or both)</td>
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<tr>
<td>Provide access to AUS to view specific participant information (in comments identify if on-line, phone, paper or combination)</td>
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<tr>
<td>Provide periodic aggregated AUS retirement plan reporting to ABOR and to individual AUS institutions, including annual summary report</td>
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<td>Provide and update an administration manual for AUS to use your system</td>
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**Transactions**

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<tr>
<th>Service</th>
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<tbody>
<tr>
<td>Receive domestic relations orders, qualify orders, direct ISP to process, and notify AUS</td>
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<tr>
<td>Verify eligibility for loans and hardships in the Voluntary 403(b)</td>
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<tr>
<td>Provide a process to approve and manage distributions within plan rules across multiple universities without the use of a social security number</td>
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</table>

9. Describe the implementation process in detail, including a detailed timeline to achieve a January 1, 2017 live date. Note that flexibility beyond that date may be requested if deemed advisable by ABOR.
10. Provide samples of the agreements between your company, ABOR, and the ISP that would be used to support the LR services.

11. Describe the performance guarantees your company is willing to enter into with regard to the LR services proposed. What monetary amounts would be at risk?

**Common Remitter Services**

1. Describe in detail the exact process ABOR and each AUS Institution would use to provide contribution detail and transfer of funds, including how the information is transmitted from each AUS Institution to your company (noting the different methods in place today).

2. Does your company have current experience using the PeopleSoft Human Capital Management system? Is your system able to interface with multiple human resource information systems, retirement systems and different versions of the same system?

3. How are the information and funds then transferred from your company to the ISP (include details of wire transfers, ACH, data transmissions, internet file transfers, etc.)?

4. Can ABOR and each AUS Institution provide all fund contributions in one feed to your company? Or are multiple contribution transfers necessary? Note particularly the issue of periodic non-payroll lump sum transfers of newly vested employer contribution amounts.

5. Does your common remitter service receive and send funds and data using electronic media? If so, in what format(s) and file transfer methodology? Check all types that apply and indicate your preferred method. Provide a sample file format for the common remitter file.

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<thead>
<tr>
<th>Data</th>
<th>Funds</th>
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<tbody>
<tr>
<td>☐ XML File</td>
<td>☐ Federal Funds Wire</td>
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<tr>
<td>☐ Excel File saved as CSV</td>
<td>☐ ACH Transfer</td>
</tr>
<tr>
<td>☐ Text File with fixed length</td>
<td>☐ ACH Debit</td>
</tr>
<tr>
<td>☐ CSV File</td>
<td>☐ ACH Credit</td>
</tr>
<tr>
<td>☐ Other</td>
<td>☐ Other</td>
</tr>
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</table>

Preferred method: Preferred method:

6. Describe the security of your systems, specifically with regard to how you will ensure that data and funds being sent/received are not compromised or intercepted. Does your firm guarantee confidentiality of the data and funds you are processing on behalf of the AUS? Explain the measures you will put in place to ensure that all employee information is secure and that the transmission of this information will always utilize secure formats. Describe how you will protect confidential employee information from being sold or used for purposes other than for the exclusive purpose of transferring and receiving ABOR retirement plan contributions and data. Describe whether any participant or contribution data stored in the cloud.

7. Are contributions you receive as part of your common remitter services kept separate from the general assets of your firm? Explain how funds are held until transferred to ISP. What is the daily cutoff and overall timing for transferring funds to the ISP once received from AUS? What process is in place to ensure that your firm transfers funds to the ISP promptly? Confirm your firm will not earn money or derive other benefits on the float of these assets.
8. Does your system provide access to on-line tracking of the common remitter process for AUS? If so, describe the access process and the reporting and information available.

9. Detail how funds returned or rejected by an ISP are handled and the timeline for the return (e.g., account set-up not completed by participant).

**Lead Recordkeeper Services**

1. How does your system work as a Lead Recordkeeper? Detail the process for online enrollment, data coordination, receipt of data from AUS, receipt of data from ISP, where the information is housed, and who has access to the data.

2. Describe in detail the enrollment process with respect to your system. Does it utilize a Web-based front-end portal for employee enrollment? Can it provide employee initial notification of eligibility and reminders? How does it ensure that newly enrolled participants complete account set-up with their selected ISP? Does the participant receive a confirmation? What information is tracked through enrollment and how is it reported to AUS and ISP?

3. Describe how a participant would initiate and complete a change of ISP, once enrolled in the plan. How is new account set-up completion ensured? Does the participant receive a confirmation? How is the change reported to the prior ISP, the new ISP and the AUS?

4. How will each ABOR and each AUS Institution interface with the system? What information will be accessible to AUS staff to track enrollments, total account balances, etc.? Will ABOR and each AUS Institution be required to send any data feeds separately to the ISP?

5. Does your system have the ability to track employment terminations across AUS (i.e., determine whether an individual who terminates from the ABOR Office or an AUS Institution is not employed or re-employed by the ABOR Office or another AUS Institution when each institution utilizes its own employee identification numbering system)?

6. Describe how a participant would initiate a distribution, loan or hardship request. Would the request be made to the ISP or to your organization as LR? How is eligibility for a distribution verified? Describe the verification and notification process. What role would the AUS play in this process?

7. Please provide a web demo for both the participant online experience and the plan sponsor experience.

8. Does your system have the ability to collect periodic (monthly, quarterly, etc.) account balance and other information from all ISP for aggregated reporting to ABOR and each AUS Institution? Can the account balance information be aggregated by participant and posted on your Web site for that participant to view?

9. Describe the quarterly and year-end aggregated reporting that would be available to ABOR and each AUS Institution. What informational elements would be included? Would the reports be available on-line? Would information be downloadable in Excel format? Would your company review the information with ABOR at quarterly on-site meetings?
10. Describe your capabilities with respect to working with ISP. Will you provide access to aggregated account balance and/or other data to the ISP? If so, describe the level of access. How often are data files shared back and forth? What is the preferred data sharing layout?

11. How does your system support compliance with Internal Revenue Code limits? Does your system provide monitoring of the IRC section 415 limit across all ISP? Note that this capability would require the AUS to provide periodic information regarding non-vested employer contributions held in trust at the plans. How often is the limit reviewed? What happens if a participant reaches the maximum limit? Will your company automatically cut off additional contributions? What interested parties will your company notify (ABOR, AUS Institution, participant, ISP)?

12. Describe in detail your capabilities with regard to being able to receive domestic relations orders (DROs), qualify the DROs, initiate and distribute the appropriate participant/alternate payee notifications, direct the ISP with regard to processing the qualified DRO (QDRO) and reporting to ABOR and AUS Institutions.

13. What challenges has your company experienced with working with other providers, especially legacy providers? What steps has your company taken to mitigate these challenges? Describe the materials and communications pieces that would be provided to participants in the event your firm was either removed as an active provider or became the sole provider? Samples are encouraged.

14. Who typically pays the fees your company will collect in order to provide the LR service and how are the fees assessed? If assessed to participants, identify how your company will be able to collect fees from all participants, rather than collecting only from your participants as an ISP. If fees are paid only from your ISP participants, provide justification for assessing a plan-level fee from a limited sub-group of participants.

15. Describe any planned enhancements or changes to your LR services in the next two (2) years.

16. Does your firm offer communication and education materials that are vendor-generic as part of your LR service offering? If so, please provide details.
This pricing schedule must include all set-up, recurring and ad hoc charges from your company to provide the Lead Recordkeeper and/or Investment Service Provider services outlined in Section V, Specifications/Scope of Work.

<table>
<thead>
<tr>
<th>Service</th>
<th>Type/frequency of fee</th>
<th>Amount of fee if Lead Recordkeeper</th>
<th>Amount of fee if an Investment Service Provider</th>
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<tbody>
<tr>
<td>Implementation</td>
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<tr>
<td>Plan set-up</td>
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<td>Recurring (identify frequency)</td>
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<td>No cost</td>
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<tr>
<td>AUS Institution interfaces</td>
<td>One-time</td>
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<td></td>
<td>Recurring (identify frequency)</td>
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<td>No cost</td>
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<tr>
<td>ISP interfaces</td>
<td>One-time</td>
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<td>Recurring (identify frequency)</td>
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<tr>
<td>Plan reporting</td>
<td>One-time</td>
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<td></td>
<td>Recurring (identify frequency)</td>
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<td>No cost</td>
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<tr>
<td>AUS Web access</td>
<td>One-time</td>
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<td></td>
<td>Recurring (identify frequency)</td>
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<td></td>
<td>No cost</td>
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<td>System user training</td>
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SECTION XV - REFERENCE DOCUMENTS

THE DOCUMENTS LISTED BELOW, AND INCLUDED AS SEPARATE DOCUMENTS, ARE REFERENCE MATERIALS ONLY:

1. Attachment 1a – Optional Retirement Plan
2. Attachment 1b – Optional retirement Plan Trust Document
3. Attachment 2 – Supplemental 401(a) and 415m Qualified Excess Benefit Arrangement Plan Document
4. Attachment 3 – Supplemental 401(a)/415m Qualified Excess Benefit Arrangement Plan Investments
5. Attachment 4 – Supplemental 401(a) Trust Document
6. Attachment 5a – Voluntary 403(b) Plan Document
7. Attachment 5b – Voluntary 403(b) Loan Policy