

Request for Proposal



Custodian & Related Services Provider for:

Ohio Public Employees Deferred Compensation Program ("Ohio DC or the Program")

Issue Date: March 9, 2020
Questions Due: March 16, 2020
Q&A Responses Delivered: March 23, 2020
Submission Deadline: April 7, 2020
Semi-Finalist(s) Interviews: May / June 2020 TBD
Finalist(s) Onsite Due Diligence: June 2020 TBD
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Designated Contact:

Jonathan Kowolik
Senior Consultant, Principal
RVK, Inc.

One Penn Plaza, Suite 2131
New York, New York 10119
Main 646.805.7075
Direct 646.805.7081

jonathan.kowolik@RVKInc.com

Stephen Budinsky
Associate Consultant
RVK, Inc.

One Penn Plaza, Suite 2131
New York, New York 10119
Main 646.805.7075
Direct 646.805.7083

stephen.budinsky@RVKInc.com

Please do not contact staff of Ohio DC regarding this request and direct all correspondence during the process in written format only to the contact listed above.

TABLE OF CONTENTS

I.	INTRODUCTION & PURPOSE.....	3
II.	OHIO DC RELATIONSHIP COMPLEXITY DETAILS	5
III.	SCOPE OF SERVICES	6
1.	Organizational Resources, Technology, & Staffing.....	6
2.	Core Custodial Services	8
3.	Daily Valuation, Unitization, Investment Option Trading, and Transfer Agency-Related Services	12
4.	Cash/Foreign Exchange	13
5.	Investment Performance Measurement and Analytics	14
6.	Compliance Monitoring Services	14
7.	Transition Planning & Support.....	15
IV.	TIMELINE.....	16
V.	CONTRACT TERMS.....	17
VI.	INFORMATION TO BE PROVIDED BY RESPONDENT	22
V.	SUBMISSION OF WRITTEN QUESTIONS.....	24
VI.	SUBMISSION OF PROPOSALS	25
VII.	PROPOSAL EVALUATION PROCESS.....	28
	APPENDIX A: RELATIONSHIP COMPLEXITY DETAILS.....	30
	APPENDIX B: TECHNICAL QUESTIONNAIRE	31
	APPENDIX C: FEE QUESTIONNAIRE.....	32
	APPENDIX D: CONTRACTUAL TERMS AFFIRMATION	33
	APPENDIX E: SCOPE OF SERVICES AFFIRMATION	34

I. INTRODUCTION & PURPOSE

A. Background

The Ohio Deferred Compensation Program (Ohio DC) is a public, non-profit organization created by Ohio legislation and is a governmental retirement plan qualified under IRC 457(b). Ohio DC provides a supplemental retirement plan that offers all Ohio public employees the opportunity to accumulate tax-advantaged assets to meet their long-term financial goals and to provide a desirable lifestyle and peace of mind in retirement. Ohio DC opened its first participant accounts in 1976.

The Program is governed by a 13-member Board comprised of public employees, retirees, and appointed investment experts. The staff of Ohio DC manages and administers the Program with public employees' best interests in mind. The Program provides participants with educational tools, a diverse set of investment options, flexible savings and withdrawal options, as well as portability when changing jobs within the public sector.

The Ohio DC Staff, with the assistance of RVK Inc., is conducting this RFP on behalf of the Board and is requesting more information on available custodial services for the Program.

As of December 31, 2019, the Program is responsible for approximately \$15.36 billion in assets on behalf of over 234,000 participant accounts.

Ohio DC provides internally managed recordkeeping for the Program. A modernization RFP was issued in 2014 and Perspecta was selected as the successful vendor for the modernization project to implement a strategy to replace the existing recordkeeping system with a cloud-based system using updated technologies. Phase I of the ORIS (Ohio Recordkeeping Information System) project began in 2015 and was successfully implemented in March 2019. Phase II of the ORIS project was the development of a new Participant Website Portal (PWP) and programming to accommodate a Roth 457 option. Phase II officially began in March 2019 and was successfully implemented January 4, 2020.

RVK, Inc. is the investment consultant for the Plans. Investment options for the Plans include target date funds, known as the LifePath Funds series, white label funds and other core individual investment options. The core investment lineup includes some white-label funds. The underlying investments consist of collective trusts, mutual funds and separately managed accounts. (See Appendix A for further details.)

Ohio DC currently receives custody, accounting, and performance services for its white label separate account investment options from State Street Bank & Trust. Other mutual fund and commingled fund investment options are currently held in a "fund-direct" manner with the investment manager and/or its agent.

More information about Ohio DC oriented towards Program participants is available at: <https://www.ohio457.org/home>

More information about Ohio DC oriented towards Program Employers (which includes information such as the Plan Document, relevant portions of the Ohio Revised Code, and the Program's recent Comprehensive Annual Financial Reports (CAFRs) is available at: <http://ohiodc.org/>

B. Purpose of RFP

The Board has engaged RVK, Inc. to perform a Request for Proposal (RFP) process soliciting responses from qualified custodians (Respondents). Through the RFP process, Ohio DC intends to explore the potential benefits of using a master custody arrangement whereby all trust fund assets (including not just equity and fixed income securities, but mutual funds, collective investment trust vehicles, and other assets of the trust) are held in custody in a unified structure of custodial sub-accounts. Through such a structure, Ohio DC expects to utilize a uniform method for safekeeping, trading, valuation, and reporting that would enhance efficiencies for the Program.

Services included within the scope of this RFP are as follows:

- Custodial and Related Services for United States and Global Assets, as needed and required by the investment circumstances of the Program
- Reconciled Cash Transactional, Investment Movement, Valuation, and Technology Support for Integrated Recordkeeping Activities (but not payment processing or tax reporting services)
- Accounting and Reporting Services including interface with Program Internal Recordkeeping Operations
- Support, as needed, for accounting financial statement (FASB/ASC 820) and participant/plan financial and fee disclosures.
- Investment Management Services for Qualified Plan Cash Sweep
- Limited Foreign Exchange Execution Services, including support of third-party Foreign Exchange Execution as needed and required by the investment circumstances of the Program
- Performance and Analytics Services for Various Asset Portfolios / Composites
- At the Program's option, Compliance Monitoring Services for various asset portfolios / composites

The Program does not currently participate in securities lending; Ohio DC is seeking responses without the consideration of securities lending services.

II. OHIO DC RELATIONSHIP COMPLEXITY DETAILS

Please refer to **Appendix A – Relationship Complexity Details** for the following information:

- Summary Data on Accounts, Assets, Composites, and Key Service Deliverables
 - Account / Accounting Structure
 - Accounting Key Service Deliverables
 - Performance Account / Composite Structure
 - Performance / Analytics Key Service Deliverables
- Detailed Account Schematic
- Description of existing Ohio DC IT Integrations
- Ohio DC NAV Error Correction Policy
- Global Markets, as applicable
- Transactions by Account Type and Asset Type, as applicable
- Cash / STIF Volume Details
- Foreign Exchange details
- Detailed Performance Account Schematic

III. SCOPE OF SERVICES

To facilitate the requirements of the Program, this RFP is soliciting proposals from qualified providers for directed custodial safekeeping and accounting services, performance / analytics, transfer agency services to facilitate trading instruction receipt and processing as directed by the Program's internal recordkeeping system, and at the Program's option, compliance monitoring services.

It is the intention of Ohio DC to evaluate initial custodial price proposals considering no securities lending.

Ohio DC is seeking a cost-effective solution that provides access to high-quality technology, seamless delivery of custody and related services, and client service/support while maintaining the safety and security of the Program's private information through a robust set of logical security environments incorporating effective internal controls and external threat mitigation. The successful Respondent must demonstrate the ability to deploy automated solutions and effectively interface with other vendor relationships maintained by the Program as defined in Appendix A.

Accurate accounting services and performance measurement/analytics capabilities are crucial to the assignment. Accounting and performance measurement/analytics processes, service requirements, and scope details are further defined in Appendix A.

The successful custodian's client servicing philosophy is expected to be best in class and incorporate industry best practices. The Program expects to be assigned a low-turnover, high-quality client servicing team consisting of knowledgeable, experienced, and responsive individuals. The Program seeks a dedicated approach to managing operational elements including asset transfers and account restructuring. Turnover on the assigned team is expected to be kept to a minimum.

The service functions required include, but are not limited to:

1. Organizational Resources, Technology, & Staffing

1. The custodian will have a significant industry presence with numerous complex client relationships, as well as demonstrated experience servicing large governmental 457(b) plans. Experience with defined contribution and/or deferred compensation recordkeeping and associated trading integrations is viewed positively.
2. The organization must have a demonstrated commitment to the custodial and asset-servicing business.
3. The custodian shall provide to the Ohio DC copies of all Service Organization Control (SOC) reports (i.e. - SSAE 18, or superseded statements, as applicable) for service areas and functions within the scope of this engagement (i.e. covering separate reports for diverse service organizations within scope such as technology, accounting, performance measurement, etc.) as often as they are performed and completed and within thirty (30) calendar days after such completion and delivery to the custodian.
4. Online and stand-alone systems (if any) offered by custodian will be configured to interface with the Ohio DC for the purposes of downloading reports and extracting data for analysis using software products such as Internet browsing tools and Microsoft Excel, and will support varying levels of access by various internal and external users.
5. Interfaces will be provided for Ohio DC's outside investment managers located in the United States and globally as well as other authorized parties at Ohio DC's direction.

6. Complete histories of investment activities of all of Ohio DC's holdings shall be maintained throughout the term of the custodial relationship for the purposes of supporting investment activities, included but not limited to, support for class action monitoring and filing services.
7. Standard reports will be provided as requested by representatives of Ohio DC and included in the fixed core custodial fee.
8. On-site training will be provided to staff during any initial conversion process (including new platform deployment by incumbent institutions) and is expected to be provided or offered on an ongoing basis with an annual periodicity.
9. Adequate protection will be provided against unauthorized access to Ohio DC records under the custodian's control and the associated information security management systems containing such records with reasonable assurance provided to user organizations such as Ohio DC through the receipt of ISO 27001 certification or reasonable analogues thereof.
10. Records will be safeguarded against potential loss or destruction by fire, theft, vandalism, storm, earthquake, or any other hazard, by retaining backup data in a secure location so that records (current at least to the prior month-end and the end of the preceding day) can be recreated within a 24-hour period.
11. Custodian will regularly report a schedule of information availability and scheduled downtime periods. All information and reporting services provided to Ohio DC through an online portal will be available except during regularly scheduled blackout periods.
12. An established and proven business continuity plan for emergency situations must be in place which provides for record re-creation and operations resumption within a period of time no longer than twenty-four (24) hours after any occurrence of any major disaster or other cause which destroys records and/or disrupts normal operation of the custodian's systems (the continuation of such service is furthermore guaranteed within twenty-four (24) hours).
13. Critical systems, including the systems supporting the production of net asset values for the 457(b) Plan, cash movement applications, and trade initiation applications are to be made available through either resumption of normal operations or the use of approved contingency systems within 4 hours.
14. Computer records of all audited investment transactions and month-end positions will be maintained on electronically readable storage media for seven (7) years (these records will be checked for viability on an annual basis and migrated, if necessary, to more current technology in order to maintain accessibility during the entire retention period) subject to custodian's obligation to maintain certain information in a usable manner for longer periods, up to and including the duration of its relationship with the Ohio DC to support certain activities such as class action monitoring and filing services.
15. The custodian's online systems must report the same information as audited accounting systems, once audited values are available.
16. Custodian will provide and maintain personnel that exhibit responsiveness, flexibility, knowledge, proactivity and problem resolution skills. The following specific requirements will be provided:
 - i. Meetings will be scheduled promptly and calls and emails returned promptly.
 - ii. Senior management staff will display knowledge of Ohio DC's circumstances and industry best practices, and will be available to meet with the Board and/or the Program's Staff at least annually or more frequently if necessary to address specific issues/concerns.

- iii. Line level staff will display detailed knowledge of Ohio DC's requirements/procedures, custodian's operating procedures, industry practices and Ohio DC's accounts.
 - iv. Custodian staff will provide timely and accurate tracking and resolution of Ohio DC's inquiries/open issues.
 - v. Custodian staff will react on a timely basis to new Program-related deadlines or changing requirements.
 - vi. Custodian staff will effectively react to crises, including implementing existing strategic/tactical plans and customizing plans.
 - vii. Custodian will initiate discussions based on changing environment.
 - viii. Custodian will initiate and conduct effective training for staff.
 - ix. Custodian will track and report performance metrics and develop problem resolution plans with appropriate supporting analysis.
 - x. Custodian will communicate directly, regularly and accurately with investment managers, consultants and staff.
 - xi. Custodian's proposed solutions will be feasible, reasonable, timely and cost-effective.
17. Custodian will provide technical expertise and assistance to personnel including, but not limited to:
- i. Providing direct access to designated individuals to assist with technical questions.
 - ii. Providing an account administrator(s) available by telephone and e-mail between the hours of 8 AM ET to 6 PM ET.
18. Custodian shall provide ongoing training to the Plans' staff on their online tools and systems in addition to periodic structured educational sessions regarding relevant issues to members of staff.
19. Custodian will maintain a Service Level Agreement with Ohio DC that contains, at a minimum, key service deliverables such as details on the client service structure, valuation and accounting policies, daily NAV processing and associated policies, accounting and performance deliverable timelines and policies, and other service level expectations.
20. On an annual basis, Ohio DC and Custodian will review the Service Level Agreement to ensure the document is reflective of current service delivery and contractual requirements.
21. Custodian will provide a set of Key Performance Indicators (KPIs) designed to measure applicable service delivery levels and also clearly specifies economic penalties associated with exceptions to the required KPIs.

2. Core Custodial Services

- 1. Securities will be cleared on-line at the Depository Trust Company (DTC), Federal Reserve, and via other clearing agents, as applicable.
- 2. Settlement will be performed on a delivery versus payment basis unless another convention is required by the market.
- 3. The Custodian shall debit or credit the appropriate cash account in connection with (i) the purchase of securities and (ii) proceeds of the sale of securities on a contractual settlement basis.
- 4. Income will be credited to Ohio DC as such income is received or in accordance with the current payable date income schedule (i.e., contractual income) unless another convention is required by the market.

5. Foreign tax liability will be monitored and the tax reclaim process will be actively managed with tax reclaims and collections aggressively processed to the extent provided by the most recent tax treaties.
6. The custodian will monitor and pursue claims with sub-custodians and tax authorities.
7. A report will be prepared at least annually detailing the status of outstanding tax reclaims.
8. A class action filing, reporting, and processing service with reasonable and transparent fees will be provided with flexibility provided to Ohio DC to opt-in or opt-out of such service.
9. Electronic access to trade, position, accounting, and performance data will be provided to Ohio DC consultants, investment managers, and any other third party approved in advance by Ohio DC.
10. The custodian shall collaborate with Ohio DC to prepare reports regarding the custodian's annual reviews of its sub-custodians and Eligible Securities Depositories, other industry-specific reports, and reports pursuant to Rule 17f-5 and to provide such other data and information, in the format and time frame (no less frequently than annually) as mutually agreeable to both parties.
11. The custodian is expected to process trades in a straight-through-processing (STP) environment to the greatest extent possible, inclusive of providing enabling linkages and technologies to eliminate manual settlement processes.
12. Custodian shall promptly act on any proxy or ballot as directed by Ohio DC or its outside investment managers (managers currently vote their own proxies).
13. A report will be made available to Ohio DC detailing voting records as processed by the custodian for proxies and other votes on securities held by custodian.
14. Accounting services will be provided for all investments in Ohio DC's portfolio including (but not limited to) the following:
 - i. All income and security transactions (cash and non-cash); domestic and international equity, fixed-income securities, commingled trusts, securities lending income, and tax receivables.
 - ii. Capital changes, including mergers, acquisitions, tenders, stock splits, warrants and spin-offs.
 - iii. Options, futures, swaps, and any other derivative instruments.
 - iv. Foreign exchange contracts.
15. Fully accrued, trade-date accounting in accordance with GAAP will be provided for all assets.
16. Access to vault facilities will be provided for the safekeeping and physical delivery of all securities not eligible for depositories.
17. Accounting will be provided on a calendar (December 31) year basis.
18. All investments will be booked at cost and reported daily based on the market value of the investment.
19. Gains and losses on securities sold will be recognized on an average cost basis.
20. A comprehensive pricing protocol and system will be in place to independently ensure the accuracy of the prices received from various external sources on a daily basis, inclusive of pricing

hierarchies and procedures for documenting fair valuation of all public market securities (including cash and short term instruments, equity, and debt securities) as well as private market and other investments for which readily observable market-based pricing inputs may not be readily available or for which reported valuation and/or single source / broker pricing may be required).

21. Custodian's pricing system will employ procedures to verify the primary price to a secondary pricing source, compare prior day's prices to current day's prices, and investigate changes outside established tolerances as well as changes from prior month that appear unreasonable in relation to current market trends.
22. Custodian will provide support to Ohio DC, Ohio DC Staff and auditors, in the production of reporting and market data necessary to provide for independent representation of fair value and fair value hierarchies.
23. Custodian will provide support to Ohio DC, Ohio DC Staff and other parties, in the production of reporting and data necessary to provide any regulatory reporting and plan/participant financial disclosures (including the Comprehensive Annual Financial Report (CAFR)).
24. Daily best-available accounting for the purpose of reporting daily unaudited net asset values will be provided in line with current process which requires a daily cash reconciliation; asset reconciliation; accrual review; income review; corporate action review; and pricing review.
25. Custodian will support a process whereby investment management fees are accrued and/or adjusted each month per a standing client directive.
26. Custodian will pay investment managers accrued fees on a quarterly basis. Investment Managers reconcile accrued fees calculated versus what has been accrued at the custodian and paid and submit an invoice to custodian for the difference, if any. Invoices are paid, following approval by Ohio DC, out of the individual manager accounts.
27. Custodian will provide reasonable, accurate, and market standard categorizations of asset types consistent with industry standard benchmarks, including but not limited to, GICS.
28. Custodian will flexibly accommodate customized requirements of Ohio DC for asset categorization and characteristics.
29. In all markets, the custodian will use multiple and/or reliable sources/vendors for corporate action information collection and notification (including a detailed reporting of client entitlements and deadlines) will be provided.
30. The custodian will provide monthly audited accounting reports. Such reports shall include, without limitation, an accounting of all transactions in the account, including all trade activity, fee accruals, monies received or paid on behalf of the account and an itemized statement of the securities in the account, as of the end of each month, as well as a list of all securities transactions that remain unsettled at that time. Ohio DC reserves the right to change the format and contents of the reports and to expand the list of required reports/contents, contingent upon custodian's ability to reasonably accommodate the request(s).
31. Custodial financial statement reports are due to Ohio DC no later than the 12th business day after the month-end.
32. The custodian will provide a scorecard to Ohio DC following the accounting production cycle to track the receipt of manager statements/holdings and accounting reporting timeliness.

33. Custodian shall coordinate and manage reconciliations with outside investment managers no less frequently than monthly, with a strong preference for daily automated reconciliation, as possible. This reconciliation shall take place prior to closing the custodian's books.
- i. This process shall include reconciliations of shares/par, cash, market value, accrued income, and adjustments.
 - i. Custodian will provide outside Investment Managers with a file of custodial data to which the reconciliation at the account level of cash, holdings, income, receivables/payables, and market value is performed.
 - ii. Custodian will match outside Investment Managers' and custodian's information in an automated process.
 - iii. Custodian will provide a manager sign-off report to Ohio DC that identifies a list of matched and unmatched items (including cash, positions, pending transactions, accruals and other reconciling items) together with NAV differences relative to established tolerances. This report will be provided by the 15th business day the following month.
 - iv. Custodian and outside Investment Managers will research and resolve unmatched items.
 - v. Price challenges by the outside Investment Managers will be validated by custodian.
34. The custodian shall reconcile cash balances in each sub-account in the account with the sub-account's respective Investment Manager(s), and shall make reports available via custodian's secure online system or an alternative agreed upon by the parties to enable the Plans to monitor the activities in the account, including, but not limited to, monitoring the daily cash forecast with respect to the account sweep (to short-term investment funds), the account holdings, and the account transactions via custodian's secure online system.
35. As requested by the Program, the custodian shall use commercially reasonable efforts to establish and maintain electronic links to any third-parties designated by Ohio DC adequate to ensure timely, complete and accurate electronic transmission of Ohio DC's holdings and performance data, using appropriate security procedures. The custodian may charge Ohio DC clear, transparent, and reasonable additional fees for the establishment and maintenance of such custom interfaces upon prior written agreement of both parties.
36. The following reports and reporting services are expected:
- i. Accounting information will be delivered on a periodic basis in formats and timing to be specified in greater detail in the contract entered into with the successful vendor. Custodian further acknowledges the Accounting Key Service Deliverables as specified in Appendix A.
 - ii. On a daily basis, custodian will provide an online portal containing best available current daily accounting/transactional and historical accounting information.
 - iii. Custodian will reconcile all accounting produced for external manager accounts to an approved tolerance level on total account net asset value (NAV) with a process for explaining and documenting variance rationale.
 - iv. Additional daily, monthly, and yearly accounting reports will be available as needed.

3. Daily Valuation, Unitization, Investment Option Trading, and Transfer Agency-Related Services

Due to the internal recordkeeping system that Ohio DC utilizes, the ability for the custodian to support Ohio DC's daily valuation, investment option and underlying component trading, and transfer agency requirements are essential to a successful master custodian relationship. Custodian must be able to provide the below Transfer Agent services, either internally or through an integrated partnership approach with an external Transfer Agent.

1. The custodian shall use commercially reasonable efforts to establish and maintain secure electronic links, interfaces, and systematic access for and with the Ohio DC's recordkeeping system, which will include the nightly provision of calculated Net Asset Values (NAV) by 7:30pm ET for all investment options for use by the Program's recordkeeping system to instruct trading activity with a designated Transfer Agent, which will place after hours fund trades and provide a daily activity report.
2. The Transfer Agent will be responsible for implementing, as directed by Ohio DC, the allocation of net redemption or net purchase of each investment option based on a trade file received from Ohio DC as recordkeeper.
3. For each Unitized White Label Investment Option, Transfer Agent will maintain logic parameters (including target percentages, limits, and other parameters as needed) for the periodic rebalancing of each allocation tier supporting the fund-of-fund structure. Rebalancing parameters will be provided by Ohio DC.
4. Transfer Agent will generate Investment Manager (commingled or separate account) trade transactions (purchase, redemption, debit, or credit) based upon the target percentages, limits, and / or logic parameters agreed upon with Ohio DC.
5. On each Business Day ("Business Day" defined as any day on which the New York Stock Exchange is open for business), Transfer Agent will accept a trade file, as generated by Ohio DC's recordkeeping system, for purchase and redemptions into the specific investment option. Transfer agent will aggregate all trades, as received via the trade file from the Ohio DC recordkeeping system, together with any other trades received under direction of Ohio DC or as directed by Ohio DC, into one net trade for each Investment Option / underlying account. Such net trade will be a purchase, redemption, or no trade.
6. On each Business Day, the Transfer Agent will transmit the net transactions, if any (as described in the previous scope item), to the custodian. In accordance with the trading agreements between the Transfer Agent and each Investment Manager, the Transfer Agent will place trades as follows:
 - i. For those Investment Managers that are eligible for National Securities Clearing Corporation ("NSCC") trading and settlement, place the net trades with the NSCC where the Custodian will settle the trades.
 - ii. For those Investment Managers that are ineligible for NSCC trading and settlement, the Transfer Agent will place the net trades manually with manual settlement by the Custodian.
 - iii. For those Investment Managers where trading is not available, the Transfer Agent will instruct the Custodian for disbursement or receipt of cash from the Investment Manager.

7. Transfer Agent will verify all actual trades transmitted to custodian utilizing reports and files received from the custodian or via on-line access of reports and files. On each Business Day, the Transfer Agent will verify the trade file received from the Ohio DC recordkeeping system utilizing the file received from Ohio DC recordkeeping system.
8. Transfer agent will produce reporting in a format mutually agreed upon between Ohio DC and the Transfer Agent to support the services provided. Such reports will be provided on a daily or periodic basis to Ohio DC and the custodian.
9. The custodian will support and lead the reconciliation (including the provision of a playback file / confirmation of the match between the daily activity reports from the Transfer Agent to the custodian's executed transactional records) and will provide confirmation that all activity has processed successfully.
10. Custodian will support the provision of Unitized White Label Investment Option Accounting, including the provision of daily net buy/sell trading through a designated liquidity option.
11. Custodian will perform or support the performance of a regular rebalancing process for each Unitized White Label Investment Option.
12. Custodian will use Ohio DC's current error correction policy unless mutually agreed otherwise.
13. Custodian will move daily cash flows based on the participant activity and settle all associated trades with the investment managers. Custodian will initiate all necessary wires and receive any in-coming wires as directed by the participant activity.

4. Cash/Foreign Exchange

1. Daily cash flow projections and other cash management reports will be provided to Ohio DC and outside investment managers.
2. Custodian will make available a competitively priced series of cash sweep vehicles (including optional balance sheet cash deposits with competitive rate credits / exposure limits / revenue credit) varying in risk objective to Ohio DC and will disclose all fees, revenue derived, and costs associated with such services/investment vehicles.
3. Overnight investment management services for funds received after daily sweep deadline will be provided. All fees, revenue derived, and costs associated with these services must be disclosed.
4. Custodian will provide Ohio DC and its outside investment managers foreign exchange execution facilities on a dealer-traded (non-standing instruction) and via an automated (standing instruction) foreign currency repatriation program and it will be made available to outside investment managers with detailed disclosures on policies, procedures and competitiveness of rates and execution methodology provided no less than annually by custodian.
5. Custodian shall accommodate, support, and facilitate the use of third-party currency trading venues and providers by outside investment managers opting out of the custodian's standing instruction foreign exchange program. The custodian will not inhibit, to the extent it is within the custodian's control and system capabilities, and it is permitted by local law and regulation, and outside investment managers' ability to execute currency transactions with persons other than the custodian or its affiliates.

6. Custodian will not impose additional or incremental transactional charges for third-party currency transactions or will limit such fees to no more than the U.S. / Domestic transaction settlement fee charged.
7. Client-directed fund transfers (in U.S. \$ and foreign currencies) will be provided. Any fees or costs associated with these services must be transparent, reasonable and disclosed.
8. Custodian can transmit foreign and domestic wires and electronic payments (ACH, EFT) on behalf of Ohio DC as well as receive foreign and domestic wires for cash disbursements.
9. Custodian must maintain effective processes for authenticating wire transfers and maintaining security over wire transfers and other disbursements consistent with Ohio DC's requirements

5. Investment Performance Measurement and Analytics

1. An updated listing of all Program-related accounts/composites and their assigned benchmarks will be provided in a centralized location and will be updated no less frequently than monthly as necessary.
2. Reports will be provided in the following terms: gross of fees and/or net of fees as applicable based on the type of investment and as directed using CFA Institute-compliant calculation methods.
3. Performance information will be delivered on a periodic basis in formats and timing to be specified in greater detail in the contract entered into with the successful vendor. Custodian further acknowledges the Performance / Analytics Key Service Deliverables as specified in Appendix A.
 - i. Monthly performance reports detailing market performance and portfolio performance, at any level of detail or any aggregate deemed necessary by Ohio DC will be provided including both current and historical data.
 - ii. Additional daily, monthly, and yearly performance reports will be available as needed.
4. If a transition of Ohio DC providers occurs, successful non-incumbent custodian will back-load performance data for all accounts (both open and closed), composites (both open and closed), and benchmarks (both standard and custom).

6. Compliance Monitoring Services

1. At Ohio DC's option, custodian will provide a compliance testing service providing monthly compliance tests and will provide the following compliance support services:
 - i. Assistance in creating mutually agreed upon tests designed to meet Ohio DC's requirements based upon Ohio DC's existing tests or other tests based on Ohio DC's direction. Such tests include but are not limited to the following types of tests: concentration tests, item count tests, value limit tests, and weighted average limit tests.
 - ii. Assistance in creating mutually agreed upon reports designed to meet Ohio DC's requirements based upon Ohio DC's direction.
 - iii. Ongoing assistance in creating or modifying Ohio DC's specific tests based on Ohio DC's direction.
 - iv. Ongoing assistance in creating or modifying Ohio DC's specific reports based on Ohio DC's direction.
 - v. Annually update and provide to Ohio DC current procedures for establishing compliance tests and validation review of those tests.
 - vi. When a required test is outside the scope of the custodian's system capabilities, custodian will provide a report using an offline calculation indicating whether the portfolio has breached the restriction stated in Ohio DC's investment guidelines.

- vii. Access to the reports through an online portal.
- viii. Ability to manage alerts through an online portal.
- ix. Training for online portal services.

7. Transition Planning & Support

1. All institutions will prepare a detailed transition plan that includes: timing of transition phases, staffing levels (including those of client), resource commitments (including those of client), and other considerations.
2. Clear details about integration approach with the Transfer Agent will be included as part of the transition plan.

Please see the attached **Appendix A** (and its exhibits) for specific details on assets, accounts, transactional volume, market needs, and other scope definition requirements.

IV. TIMELINE

The timeline of the RFP process as currently planned (subject to change at the sole discretion of Ohio DC without liability) is as follows:

RFP Issued	March 9, 2020
Questions on RFP Due	March 16, 2020
Responses to RFP Questions Provided	March 23, 2020
Reponses to RFP Due	April 7, 2020
Semi-Finalist(s) Interviews (as needed)	May / June 2020 TBD
Finalist(s) Onsite Due Diligence (as needed)	June 2020 TBD
Final Selection	August 2020

V. CONTRACT TERMS

The following contract terms are expected to form a part of a Custodial Agreement with the Ohio Deferred Compensation Program:

- 1) **TERM.** The contract shall be effective on the date signed by Ohio DC. It is expected that the contract shall have an initial term of five years.
- 2) **FIDUCIARY RESPONSIBILITIES.** Respondent acknowledges that this Agreement places it in a fiduciary relationship with Ohio DC. In that regard, the Respondent agrees, in the discharge of each of its duties and the exercise of its powers under this Agreement, (i) to act with the care, skill, prudence and diligence under the circumstances then prevailing in the professional custodial industry and acting on behalf of a like enterprise with like aims, and (ii) to be governed by the highest duty of care imposed by the fiduciary standards in effect from time to time under federal and Ohio state law including without limitation and consistent with the fiduciary duties described in Section 404(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (solely for this purpose, as if the Client were an ERISA plan subject to Title I of ERISA) but only with respect to Section 404 and 406(b) and not any other provision of ERISA. The Respondent shall cause all of its Subcustodians (whether affiliated or not affiliated with the Respondent) to exercise the same Standard of Care, and if necessary or appropriate to ensure the Subcustodians exercise the same Standard of Care, shall impose such requirement in any contract between the Respondent and any such Subcustodian or in any other contract in which the Respondent obtains for Ohio DC sub-custodial services. The parties acknowledge that except for the duties, obligations and agreements under any Investment Management Agreement or except as otherwise required or necessitated by any Legal Requirement, neither the term "fiduciary" nor any provision of this Agreement is intended or shall be construed to impose any duty, responsibility or liability on the Respondent:
 - i) to inquire into, make recommendations with respect to, supervise, monitor, or determine the suitability of, any investment or other transaction by or affecting Ohio DC and directed pursuant to Authorized Instructions or with respect to any decision of Ohio DC to pursue any investment strategy, invest in any particular Securities or to hold cash in any currency;
 - ii) to monitor, determine or verify the compliance of any such decision, transaction or Authorized Instruction with the provisions or requirements of any constituent document or agreement establishing or governing any component of Ohio DC.
- 3) **PERSONNEL AND SUBCONTRACTORS.** The Respondent shall notify Ohio DC in writing of its intent to replace any key personnel whose responsibilities include significant work or services under the contract. Ohio DC reserves the right to reject any proposed personnel changes that Ohio DC, in its sole discretion, finds unsatisfactory. The Respondent may not subcontract the furnishing of any significant work or services under the contract without the express written approval of Ohio DC. Any sub-contracted entity will not be party to this contract or contract amendment and will maintain their relationship directly with the Respondent.
- 4) **CONTRACTOR/WORKER ACKNOWLEDGEMENT.** It is fully understood and agreed that Respondent is an independent contractor and neither Respondent nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Ohio DC Board or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits. Unless Respondent is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Respondent shall have any individual performing services under this Agreement complete and submit to the Ohio DC Board the Independent Contractor/Worker Acknowledgement form found at: <https://www.opers.org/forms->

[archive/PEDACKN.pdf](#) Respondent's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Respondent executes this Agreement shall serve as Respondent's certification that Respondent is a "business entity" as that term is defined in R.C. 145.037.

- 5) **TERMINATION FOR BREACH, BANRUPTCY OR INSOLVENCY.** If, at any time during the existence of the contract, the Respondent fails to observe or perform any term, condition, stipulation, agreement, provision, or obligation of the Respondent hereunder or becomes insolvent, or if an application or petition in bankruptcy is filed by or against the Respondent, the Respondent shall be in default of the contract. Any failure by the Respondent in this respect may constitute an active breach of the contract.
- 6) **LIABILITY.** The Respondent agrees to hold harmless and indemnify the State of Ohio, the Board, Ohio DC, the participants, the Board members and its employees harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Respondent's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks. The Respondent shall bear all costs associated with defending Ohio DC and the State of Ohio against any claims described herein. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
- 7) **TERMINATION.** Ohio DC may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing ninety (90) days written notice to the Respondent. The Respondent may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing one hundred eighty (180) days written notice to Ohio DC. In the event that the Services include divisible services, Ohio DC may, at any time prior to completion of the Services, by giving written notice to the Respondent, suspend or terminate any one or more such portions of the Services. The Respondent, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under the contract, suspend or terminate all subcontracts relating to the suspended or terminated Services, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Ohio DC, furnish a report, as of the date the Respondent receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting there from, and any other matters Ohio DC requires. The Respondent shall be paid for Services rendered up to the date the Respondent received notice of suspension or termination, less any payments previously made, provided the Respondent has supported such payments with detailed factual data containing Services performed and hours worked. In the event of suspension or termination, any payments made by Ohio DC for which the Respondent has not rendered services shall be refunded. In the event the contract is terminated prior to completion of the Services, the Respondent shall deliver to Ohio DC all work products and documents which have been prepared by the Respondent in the course of performing the Services. All such materials shall become, and remain the property of, Ohio DC, to be used in such manner and for such purpose as Ohio DC may choose. The Respondent agrees to waive any right to, and shall make no claim for, additional compensation against Ohio DC by reason of any suspension or termination.
- 8) **SUCCESSORS AND ASSIGNMENT.** Neither the contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Respondent, without the written consent of Ohio DC. Any assignment, pledge, sub-contract, or hypothecation of right or responsibility to any person, firm, or corporation shall be explained fully and detailed in the proposal.

- 9) GOVERNING LAW.** The contract shall be governed by and be construed in accordance with the laws of the State of Ohio. Any provision of the contract arising hereunder is severable if that provision is in violation of the laws of the State of Ohio or the United States, or becomes inoperative due to changes in State or Federal law, or applicable State or Federal regulations. The Respondent consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio. The Respondent must subscribe to the Ohio Ethics laws regarding business conducted with a State Board.
- 10) NON-DISCRIMINATION CLAUSE.** The Respondent agrees that their employee(s), and subcontractor(s), and any person acting on behalf of Respondent or subcontractor(s), will not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services under this contract. The Respondent further agrees that Respondent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance off the services under this contract on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- 11) MODIFICATIONS, AMENDMENTS, AND WAIVERS.** The contract may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to the contract hereto. A waiver by any party of any breach or default by the other party under the contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 12) CONFLICTS OF INTEREST.** No personnel of the Respondent who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the services shall prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Ohio DC in writing. Thereafter, he or she shall not participate in any action affecting the services, unless the Ohio DC shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 13) ETHICS COMPLIANCE.** The Respondent represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Respondent further represents, warrants, and certifies that neither Respondent nor any of its employees will do any act that is inconsistent with such laws.
- 14) AUTHORIZATION, LICENSING, AND ACCREDITATION.** The Respondent shall be authorized to do business in the State of Ohio prior to the effective date of the contract. The Respondent shall comply with all applicable laws, including licensing requirements of the State and Federal government and with applicable accreditation and other standards of quality generally accepted in the field of the Respondent's activities. The Respondent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current and in good standing. If at any time during the term of this contract, the Respondent, for any reason, becomes disqualified from conducting business in the State of Ohio, the Respondent will immediately notify the Ohio DC in writing and will immediately cease performance of the services.
- 15) BOYCOTTING.** Pursuant to R.C. 9.76(B), the Respondent warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the contract.

16) SECURITY. The Respondent will adhere to best practices on cyber security and will maintain an updated Type 2 SOC 2 report and provide a current SOC 2 to Ohio DC upon request. The Respondent agrees to notify Ohio DC immediately upon determination of any breach. Any breach may be considered cause for immediate termination of the contract. The Respondent will cooperate with Ohio DC's insurance provider regarding an investigation of any breach of client data. A breach shall be defined as a confirmed compromise, intentional or otherwise, of a system or process within the authority or control of the Respondent that results in unauthorized acquisition, disclosure, loss, modification, or use of unencrypted Personal Data, or encrypted data where the encryption key has also been compromised. Personal Data is defined by applicable law but is generally any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person.

17) INSURANCE. Until all obligations under this Agreement are complete, and without limiting the Respondent's indemnification obligations herein, the Respondent agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least "A," or a comparable rating agency. The Respondent shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Section.

A. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Ohio DC. No representation is made by Ohio DC that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of the Respondent under this Agreement. The Respondent's insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

B. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status. Except for Workers' Compensation and Professional Liability insurance, Ohio DC, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Respondent's including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Respondent's insurance.

2. PRIMARY COVERAGE. For any claims related to this Agreement, the Respondent's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Ohio DC or its officers, officials and employees shall be excess of the Respondent's insurance and shall not contribute with it.

3. UMBRELLA OR EXCESS INSURANCE POLICIES. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
 4. NOTICE OF CANCELLATION. The Respondent shall provide Ohio DC with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter Ohio DC's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
 5. WAIVER OF SUBROGATION. The Respondent hereby grants to Ohio DC a waiver of any right to subrogation which any insurer of the Respondent may acquire against Ohio DC by virtue of the payment of any loss under such insurance. The Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Ohio DC has received a waiver of subrogation endorsement from the insurer.
- C. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Deductibles and self-insured retentions must be declared to and approved by Ohio DC. Ohio DC may require The Respondent to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or Ohio DC.
- D. CLAIMS-MADE POLICIES. If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services. The Discovery Period must be active during the Extended Reporting Period.

VI. INFORMATION TO BE PROVIDED BY RESPONDENT

Respondents should provide all of the information below as part of their response. Responses which, in the opinion of Ohio DC, materially deviate from the prescribed format may be rejected. All responses to the RFP will be subject to verification for accuracy. Proposals containing false or misleading information may, at the discretion of Ohio DC, be rejected.

1. EXECUTIVE SUMMARY OF RESPONSE

Provide an executive summary of your response in bulleted format (no longer than two pages) that indicates the key differentiated features of your firm and why its proposal to Ohio DC for custodial and related services should be chosen.

2. TECHNICAL QUESTIONNAIRE

Respondents must complete the technical questionnaire per the instructions in **APPENDIX B – TECHNICAL QUESTIONNAIRE**. The information requested must be provided in the prescribed format. If you provide a PDF version of your response, you must provide an MS Word version of your response to the questions in Appendix B.

3. FEE PROPOSAL

Respondent must complete the fee proposal per the instructions in **APPENDIX C – FEE PROPOSAL**. The pricing information electronic format submission must be in materially the same layout and MS Excel format as specified in Appendix C.

4. CONTRACTUAL TERMS AFFIRMATION

All Respondents must agree (by written affirmation) that it will be able to adhere to the contract terms and conditions put forward by Ohio DC in section **V. CONTRACT TERMS** or detail on areas of modifications or exceptions to them. Respondents must complete their affirmation of adherence as specified in **APPENDIX D – CONTRACTUAL TERMS AFFIRMATION**.

5. SCOPE OF SERVICES AFFIRMATION

All Respondents must agree (by written affirmation) that it will be able to adhere to the scope of services put forward by Ohio DC in section **III. SCOPE OF SERVICES** or detail on areas of modifications or exceptions to them. Respondents must complete their affirmation of adherence as specified in **APPENDIX E – SCOPE OF SERVICES AFFIRMATION**.

6. PROPOSED AGREEMENTS

Respondents must attach your applicable **custodian and transfer agency** agreements. All agreements should reflect your proposed terms and should not be in conflict with the Ohio DC required contractual terms.

7. PROPOSED SERVICE LEVEL AGREEMENT

All respondents will be required to enter in a binding Service Level Agreement that establishes applicable service levels. The respondents must be willing to submit monthly reporting assessing performance against the service levels. Include in your response your proposed Key Performance Indicator (KPI) categories and applicable service levels, clearly specifying economic penalties associated with exceptions to the required KPIs.

8. **ADDITIONAL MATERIALS REQUESTED:**

All respondents shall provide copies of sample report materials as identified in **Appendix B** (Questionnaire); they are also listed below for your reference. If an alternate or expanded table of contents is indicated, please follow this order (identifying electronic file names) and clearly indicate where section breaks occur.

Please clearly label this attachment and electronic media with the following label: **Additional Attached Materials.**

1. Professional biographies of proposed team (Section B.14)
2. Name of depositories, agents, or sub-custodian banks which your organization uses (Section C.44)
3. SSAE 18 / SOC 1 Report(s) (Section D.58)
4. SSAE 18 / SOC 2 / SOC for Cybersecurity Report(s) / ISO 27001 / Standardized Information Gathering / SIG Assessment (Section D.59)
5. Business Continuity and Disaster Recovery Plans (Section D.60)
6. Primary and Supplemental Pricing Sources (Section E.88)
7. Diagram of Accounting and Service Delivery Units (Section E.109)
8. Procedures for Processing Trade Instructions (Section E.111)
9. Sample Standard Monthly Audited Accounting Statement (Section E.124)
10. Sample Financial Statement Disclosure Reporting (Section E.125)
11. Sample Additional Services agreement for Transfer Agent Services (Section F.132)
12. STIF Vehicle Information (Section G.137)
13. Performance Services Report(s) (Section I.174)
14. Compliance Reporting Report Samples (Section J.200)
15. Transition Documentation Samples (Section K.208)

V. SUBMISSION OF WRITTEN QUESTIONS

Respondents shall not discuss or share the contents of their proposals with other potential Respondents. Questions Respondents may have regarding the information presented in this Request for Proposal must be sent via e-mail to Stephen Budinsky (Stephen.Budinsky@rvkinc.com) and Jonathan Kowolik (Jonathan.Kowolik@rvkinc.com) **no later than March 16, 2020 at 5pm ET.**

All communication regarding this RFP is to be conducted through the above specified representatives of Ohio DC. Any attempt by Respondents to communicate with other representatives may result in elimination from the process.

All questions received by this date will be answered in writing to all parties receiving the RFP without divulging the source of the query by **March 23, 2020.**

VI. SUBMISSION OF PROPOSALS

To be considered a complete response, each Respondent must follow the following procedure:

All proposals must be received at the contact information and format designated below **no later than April 7, 2020 at 5pm ET.**

The proposal must include all items specified in *Section VI. INFORMATION TO BE PROVIDED BY RESPONDENT.*

Hard Copy Submission: Paper submissions should be addressed as follows:

Ohio DC:

Please provide one (1) copy of your submission to the RFP to Ohio DC.

Please clearly mark envelope:

"Custody RFP Response – Ohio DC"
Office of the Executive Director
Ohio Deferred Compensation
257 East Town Street, Suite 400
Columbus, Ohio 43215-4623

RVK:

Please provide one (1) copy of your submission to the RFP to RVK.

Please clearly mark envelope:

"Custody RFP Response – Ohio DC"
Jonathan Kowolik
Senior Consultant, Principal
RVK, Inc.
One Penn Plaza, Suite 2131
New York, NY 10119

Electronic Submission: Proposals should be submitted via email to Jonathan.Kowolik@rvkinc.com and Stephen.Budinsky@rvkinc.com containing identical information as submitted in hard copy. **Please note the electronic response of the completed technical questionnaire (Appendix A) must be submitted in Word document format and the completed fee proposal (Appendix B) must be submitted in Excel spreadsheet format.**

Additional Information regarding the submission of proposals:

- A. Cost Liability** - Neither Ohio DC nor RVK, Inc. shall be liable or responsible for any costs incurred by any Respondent responding to this RFP or prior to the issuance of a contract. Ohio DC will not pay expenses and costs incurred outside the scope of the applicable compensation schedule.
- B. RFP Information** - Neither Ohio DC nor RVK, Inc. guarantees the validity or reliability of information obtained from other sources. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all Respondents that received the initial form of the RFP.
- C. Respondent's Responsibility** - Each firm should familiarize itself with the service specifications and the work to be performed before submitting a response.
- D. RFP Response Validity** - All proposals are to remain valid for at least 180 days from the date of submission.

- E. Disclosure of Proposal Contents** - All materials submitted by Respondents shall become the property of Ohio DC and will not be returned. Proposals submitted may be reviewed and evaluated by any person designated by Ohio DC, in its sole discretion.
- F. Economy of Presentation** - To be considered for selection, Respondents must submit a complete response to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities and approach in meeting the requirements set forth in this RFP. The emphasis should be on each proposal's completeness and clarity of content.
- G. Rejection of Proposals** – Ohio DC (or its designee) will be the sole judge of the Respondent's responsiveness to the RFP and reserves the right to reject any or all responses, with or without cause, without incurring any liability whatsoever.
- H. Contract Execution or Further Due Diligence** - After selection, Ohio DC may enter into contract negotiations with the selected Respondent to finalize terms, fees and conditions. Alternatively, at the sole discretion of Ohio DC, a further due diligence process, including interviews and/or on-site investigations, may be conducted.
- I. Contact with Ohio DC** - Interested firms should not contact any employee, officer, or Board member of Ohio DC concerning this RFP after the date of issuance of the RFP (except as required during the natural course of pre-existing business relationships or with the prior approval of RVK). All correspondence, inquiries, and communications regarding the RFP should be directed to RVK.

J. Further Instructions and Conditions

- a. All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
- b. Terms and conditions of RFP – Submission of a proposal indicates the Respondent's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Ohio DC and the firm selected.
- c. Timing and sequence – The timing and sequence of events resulting from this RFP will be determined solely by Ohio DC.
- d. Oral agreements - Any alleged oral agreement or arrangement made by a Respondent with Ohio DC or an employee thereof shall be superseded by the written contract between Ohio DC and such a Respondent.
- e. Amending or canceling requests - Ohio DC reserves the right to amend or cancel this RFP, prior to the due date and time, at its sole discretion.
- f. Rejection for default or misrepresentation - Ohio DC reserves the right to reject the proposal of any Respondent that is in default of any prior contract, for misrepresentation or otherwise, as may be determined by KPMG (or its designate).
- g. Respondent's presentation of supporting evidence – A Respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its response.

- h. Ohio DC clerical errors in awards – Ohio DC reserves the right to correct inaccurate awards resulting from its clerical errors.
- i. Rejections of qualified proposals – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specification of the RFP.
- j. Respondent's presentation of supporting evidence – A Respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its proposal.
- k. Changes to proposal – No additions or changes to a Respondent's original proposal shall be allowed after submittal, except where corrections of errors or omissions may serve the best interests of Ohio DC as defined above. Clarification at the request of Ohio DC may be required at the Respondent's expense.
- l. Right to award, reject or waive – Ohio DC reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of Ohio DC will be served. Nothing in the document obligates Ohio DC to establish a legally binding contract with any Respondent. This RFP does not constitute an offer by Ohio DC. Ohio DC reserves the right to select and terminate any firm as deemed necessary based on the needs of Ohio DC and its employees. Ohio DC reserves the right to request additional information from any or all proposals as is necessary.

VII. PROPOSAL EVALUATION PROCESS

Ohio DC may reject any or all proposals and may or may not in its sole discretion, waive any immaterial deviation or defect in a proposal. Ohio DC's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal or excuse the Respondent from full compliance with the proposal requirements.

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the Respondent may be rejected.

A. Proposal Evaluation

All responsive proposals will be evaluated by Ohio DC and consultants. The proposals best meeting the criteria will be further evaluated and finalists will be invited to present their qualifications for a final selection interview.

B. Clarification

Respondent may be requested to provide additional information and/or clarify contents of their proposal package. Other than information requested by Ohio DC or RVK, Inc., no Respondent will be allowed to alter the proposal or add new information after the final filing date.

C. Finalist Selection

After completion of the initial evaluation process, one or more finalists may be selected as best capable of providing the required services at a competitive and reasonable total cost to the Program.

D. Finalists Interviews

The finalists may have an interview with Ohio DC and RVK, Inc. in a location to be determined and scheduled at a future date. These presentations will afford Ohio DC and its consultants with an opportunity to personally articulate needs and requirements as well as conduct further due diligence.

E. Reference Checks & Additional Requests

Finalist institution(s) may be asked to furnish references and to respond to detailed questions regarding capabilities, resources, services offered, economics and any other questions that may arise following a detailed review of initial responses to the RFP. A "best-and-final" fee proposal may be requested of all finalist institutions.

Selection Criteria

Ohio DC will select the vendor for the service offerings based upon the Respondents' response to this Request for Proposal, finalist questions, subsequent finalist interviews, and any additional follow-up items as is needed to make a prudent decision for the Program.

The Respondents' proposals will be comparatively evaluated based on the following criteria to determine the best value and prudent selection of one or more finalists and, ultimately, the Respondent determined to have provided the proposed solution that best meets the needs of Program participants.

Criteria Element
Scope Affirmation, Servicing Approach, and Institutional Credentials
Core and Value Added Services and Technology Platforms
Quality of Response and Additional Evidence of Capability
Compliance Services, Investment Management, and Plan Advice Services
Competitiveness & Reasonableness of Economics
Transition Plan

APPENDIX A: RELATIONSHIP COMPLEXITY DETAILS

Respondents should see the Excel spreadsheet titled **Appendix A – Relationship Complexity Details** for additional information about the Program.

APPENDIX B: TECHNICAL QUESTIONNAIRE

Respondents must respond to each of the questions in the document titled **Appendix B – Technical Questionnaire**.

APPENDIX C: FEE QUESTIONNAIRE

Respondents must complete the Excel spreadsheet titled **Appendix C – Fee Questionnaire**.

APPENDIX D: CONTRACTUAL TERMS AFFIRMATION

The Ohio DC contractual terms for this RFP is detailed in *Section V. Contract Terms*.

An individual authorized to bind the responding institution to these contractual terms must sign and date the statement included below:

- 1. The Respondent must agree (by written affirmation) to include the terms listed in *Section V. Contract Terms* within the resulting contract agreement.**

Respondent agrees to include the contractual statements listed in *Section V. Contract Terms* within its service agreements, as provided.

(Yes/No): _____

IF NO IS ENTERED PLEASE FULLY DESCRIBE EXCEPTIONS, IF ANY, WITH REDLINE EDITS IN THE SPACE BELOW.

PLEASE NOTE: SUCH EXCEPTIONS MAY FORM THE BASIS FOR FURTHER NEGOTIATION OR MAY BE CONSIDERED AS AN EVALUATION SUB-FACTOR.

Authorized Signer Name: _____

Title: _____

Respondent Firm: _____

Signature: _____

Date: _____

APPENDIX E: SCOPE OF SERVICES AFFIRMATION

Current Relationship Complexities are defined in **Section II. OHIO DC RELATIONSHIP COMPLEXITY DETAIL / APPENDIX A: RELATIONSHIP COMPLEXITY DETAIL** of this RFP. **The scope of services for this RFP is detailed in Section III. Scope of Services.**

An individual authorized to bind the responding institution to these service requirements must sign and date the services certification statement included below:

- 1. The Respondent must agree (by written affirmation) to provide the services as listed in Section III. Scope of Services, as well as agree to all other requirements as stated in this RFP and more fully detailed in Appendix A within the resulting contract agreement.**

Respondent agrees to provide the services as detailed in Section III of the RFP as well as the aforementioned service requirement terms as provided.

(Yes/No): _____

IF NO IS ENTERED PLEASE FULLY DESCRIBE EXCEPTIONS, IF ANY, WITH REDLINE EDITS IN THE SPACE BELOW.

PLEASE NOTE: SUCH EXCEPTIONS MAY FORM THE BASIS FOR FURTHER NEGOTIATION OR MAY BE CONSIDERED AS AN EVALUATION SUB-FACTOR.

Authorized Signer Name: _____

Title: _____

Respondent Firm: _____

Signature: _____

Date: _____

**Appendix A to Request for Proposal - Relationship Complexity Details
Custodian and Related Services
Ohio Deferred Compensation Program (Ohio DC)**

Information Presented as of 12/31/2019, unless otherwise noted.

ACCOUNTS AND ASSETS	TOTAL ACCOUNTS	TOTAL ASSETS
Domestic Separate Accounts	10	\$ 3,528,894,372.76
Single Line Item Accounts	16	\$ 6,395,423,555.95
Multiple Line Item Accounts	2	\$ 1,520,196,753.60
Mutual Fund Accounts	8	\$ 4,017,511,002.00
TOTAL	36	\$ 15,462,025,684.31

Please see the Tab Entitled "Acct-Schematic" for more information.

Accounting Key Service Deliverables

The Ohio DC Program currently is daily-valued, with the exception of underlying Stable Value Option component accounts, which are monthly-valued.

The gain/loss on all investment dispositions are based on an average cost. Average cost per unit/s share for a security is calculated by taking the aggregate cost of all security lots divided by the total units/shares held.

Interest income on fixed income securities is accrued on a daily basis (3 days on Monday to capture weekend accruals, and on Fridays through the last calendar day if on a weekend including Monday holidays), calculated using the asset indicative information (i.e., interest rate, day count, payment frequency, etc.) particular to each security issue.

Income on the insurance contracts within the Stable Value Fund is posted monthly based on insurance provider(s) statements.

For the Daily Valued Funds Custodian will post daily expense accruals based on the accrual estimate provided by Ohio DC for Investment Manager and Custody fees. Quarterly, the Custodian will provide Ohio DC with an accrued vs actual analysis for each of the expense accruals noted above. This analysis will be provided 20 days after investment management expenses for the quarter are paid. Ohio DC will be responsible for reviewing the analysis and directing the Custodian on any changes or adjustments to the current expense accruals.

For the annual reporting as of December 31, Custodian will contact Ohio DC 60 days prior to the year end to discuss the annual reporting requirements and timing.

Additionally, the SSAE18 SOC 1, Type II and successor reports will be provided semi-annually as of September and March of each calendar year. SOC 2, Type II and successor Reports or alternative comparable certifications or reviews as available will also be provided

Current Monthly accounting deadlines are as follows:

Accounting Month End Books Closed - Daily valued funds	Next Day
Accounting Month End Books Closed - Monthly valued funds	12th Business Day

Current Performance Accounts, Composites, & Benchmarks

Performance services currently and prospectively required only for daily-valued separate account and unitized investment option accounts.

Monthly Performance Accounts	4
Monthly Composites	3
Monthly Standard Benchmarks	0
Monthly Custom Benchmarks	0

Please see the Tab Entitled "PA-Acct-Bmk" for more information.

Performance/Analytics Key Service Deliverables

Monthly performance is currently provided for daily-valued white label separate account funds.

Please note that benchmark performance reporting is not required. Benchmarks are provided for reference only.

Only performance reporting for daily-valued equity separate accounts and unitized investment options is required.

Holdings-based compliance reporting, is not currently provided. However, Ohio DC is interested in learning more about such services for use with separately managed accounts.

Monthly Performance deadlines are as follows:

Performance Month End Books Closed - Daily valued funds	Next Day
Performance Month End Books Closed - Monthly valued funds	12th Business Day

**Ohio DC - Account Schematic
Values at 12/31/2019**

Please note that market values for each investment option were obtained through the recordkeeping system, except for the underlying accounts of the Ohio DC Stable Value Option, which were obtained from the stable value program manager.

Account Name	Market Value (Includes STIF holdings) (12/31/2019)	Holdings Count	CUSTODY / ACCOUNTING		Other Notes / Description
			Account Type	Daily-Valued / Monthly Valued	
Ohio DC Large-Cap Growth	\$ 530,823,656	N/A	Composite Account	Daily-Valued	
State Street Large Cap Growth Index (CF)	\$ 19,363,434	1	Single Line Item Account	Daily-Valued	
T Rowe Price Large Cap Growth (SA)	\$ 511,260,222	79	Domestic Separate Account	Daily-Valued	
Ohio DC Small-Cap Growth	\$ 170,130,364	N/A	Composite Account	Daily-Valued	
State Street Small Cap Growth Index (CIT)	\$ 13,147,147	1	Single Line Item Account	Daily-Valued	
Westfield Small Cap Growth (SA)	\$ 112,640,288	73	Domestic Separate Account	Daily-Valued	
Fiera Small Cap Growth (SA)	\$ 44,342,930	67	Domestic Separate Account	Daily-Valued	
Ohio DC Small-Cap Value	\$ 193,991,144	N/A	Composite Account	Daily-Valued	
State Street Small Cap Value Index (CIT)	\$ 12,725,693	1	Single Line Item Account	Daily-Valued	
Westwood Small Cap Value (SA)	\$ 181,265,451	63	Domestic Separate Account	Daily-Valued	
Ohio DC Stable Value Option	\$ 4,782,470,322	N/A	Composite Account	Monthly-Valued	
GSAM Term Funds	\$ 1,430,609,812	5	Multiple Line Item Account	Monthly-Valued	
Nationwide (SA) (Shadow Reporting Account)	\$ 552,888,086	N/A	Single Line Item Account	Monthly-Valued	Accounting Only - 1 line item currently held at BNY Mellon
Dodge & Cox Intermediate (SA)	\$ 700,953,037	166	Domestic Separate Account	Monthly-Valued	
State Street (SA)	\$ 404,659,569	1240	Domestic Separate Account	Monthly-Valued	
Jennison (SA)	\$ 467,326,793	328	Domestic Separate Account	Monthly-Valued	Also holds 6 derivative contracts (US Treasury futures)
Payden Rygel (SA)	\$ 276,695,614	208	Domestic Separate Account	Monthly-Valued	
EARNEST Partners (SA)	\$ 272,384,218	141	Domestic Separate Account	Monthly-Valued	
JP Morgan (SA)	\$ 557,366,251	996	Domestic Separate Account	Monthly-Valued	
Short Term Investment Fund / Wrap Provider Book Value Account	\$ 89,586,941	1	Multiple Line Item Account	Monthly-Valued	Holds STIF liquidity buffer plus 5 shadow booked wrap provider line items.
Vanguard Instl Idx:Ins+ (VHIX)	\$ 669,211,485	1	Mutual Fund Account	Daily-Valued	
Vanguard Small Cap Idx:Ins+ (VSCPX)	\$ 351,392,612	1	Mutual Fund Account	Daily-Valued	
Vanguard Total Intl Stock Idx:Ins+ (VTPSX)	\$ 157,626,499	1	Mutual Fund Account	Daily-Valued	
Vanguard Total Bond Mkt Idx:Ins+ (VBMPX)	\$ 245,106,337	1	Mutual Fund Account	Daily-Valued	
Dodge & Cox Stock (DODGX)	\$ 1,148,845,643	1	Mutual Fund Account	Daily-Valued	
Fidelity Growth Company (CIT)	\$ 1,403,493,574	1	Single Line Item Account	Daily-Valued	
Fidelity Contrafund (CIT)	\$ 1,559,909,839	1	Single Line Item Account	Daily-Valued	
Vanguard Capital Opportunity:Adm (VHCAI)	\$ 976,650,417	1	Mutual Fund Account	Daily-Valued	
Vanguard Intl Growth:Adm (VWILX)	\$ 336,648,645	1	Mutual Fund Account	Daily-Valued	
Templeton Foreign:R6 (FTFGX)	\$ 132,029,374	1	Mutual Fund Account	Daily-Valued	
Ohio DC Intermediate Bond (CIT) (Met West Total Return Bond Class B (CIT))	\$ 222,430,040	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath Retire N (CIT)	\$ 859,909,547	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2025 N (CIT)	\$ 415,935,552	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2030 N (CIT)	\$ 897,022,345	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2035 N (CIT)	\$ 227,019,846	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2040 N (CIT)	\$ 269,832,881	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2045 N (CIT)	\$ 114,712,026	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2050 N (CIT)	\$ 123,145,065	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2055 N (CIT)	\$ 83,083,664	1	Single Line Item Account	Daily-Valued	
BlackRock LifePath 2060 N (CIT)	\$ 804,817	1	Single Line Item Account	Daily-Valued	
Total Plan Market Value	\$ 15,462,025,684				
Total Plan Market Value (Excluding SVO)	\$ 10,709,555,363				

Account Type	Number of Accounts	Holdings Count	Market Value (Includes STIF holdings) (12/31/2019)
Composite Account	4	0	\$ 5,647,215,486.31
Cash Account	0	0	\$ -
Domestic Separate Account	10	3,361	\$ 3,528,894,372.76
Global Separate Account	0	0	\$ -
Single Line Item Account	16	15	\$ 6,395,423,556.95
Multiple Line Item Account	2	6	\$ 1,820,196,753.60
Mutual Fund Account	8	8	\$ 4,017,511,002.00
Daily-Valued / Monthly Valued	Number of Accounts		
Daily-Valued	30		
Monthly-Valued	10		

Ohio DC - IT Integrations

The following represents Ohio DC's IT Integration processes with its existing investment managers and custodian currently in force:

Investment Provider Specifications

All electronic communications with investment providers are initiated by Ohio DC systems. Trade instructions are transmitted from the Ohio DC system to the fund provider. All other information is retrieved from the provider by Ohio DC systems. The transmission method should be SFTP (SSH File Transfer Protocol). Ohio DC does not have a standard layout from any of the data files listed below and can usually adapt to the specific provider's layout if it contains the information required. The information that Ohio DC currently sends or receives is listed below.

Information Type	Generated By	Transmission Type	Information included by Fund	Timing
Daily NAVs	Fund Provider	Receive	Fund Identifier, CUSIP (if applicable), Current NAVs, change from previous day's NAV, Previous Day NAV	As soon as possible after market close (typically before 8:00 pm EST)
Trade Instructions	Ohio DC	Send	Fund Identifier, Account Number, Trade Date, Purchase \$, (or) Redemption \$, Units/Shares	Completion of nightly batch processing (typically around 9:00 pm EST)
Trade Receipt Confirmation	Fund Provider	Receive	Status (accepted or rejected), Date, Fund Identifier, \$ amount	As soon as possible after the investment provider receives and accepts the trade instructions
Share/Unit Balance Report			Fund Identifier, Fund Name, Transaction Type (purchase or redemption), Beginning Share Balance, Transaction Amount, Share Price, Transaction Shares, Ending Share Balance	When available but no later than 8:00 am EST trade day +1

Ohio DC - NAV Error Correction Policy

The following represents Ohio DC's NAV Error Correction Policy currently in force:

A. Standard Materiality Policy

This policy is primarily intended for errors discovered in previously calculated net asset values (NAVs). The determination to correct an NAV is a two-tiered process.

First Tier: Initial Review

Upon discovery of an error for a specific unit value (pooled option/product line) State Street will review to determine if it is material and requires further investigation. An error is material if it is equal to or greater than 1/2 of 1% of the applicable fund/pool net assets (50 basis points). Specifically, if the revised NAV results in a difference of 1/2 of 1% of the fund/pool net assets, then further investigation is necessary. If the revised NAV is less than 1/2 of 1% of the fund/pool net assets then it is not material no further investigation is necessary. The original NAV is still appropriate and transactions do not need to be reprocessed.

Second Tier: Further Investigation of Material Errors

If the review performed by the Custodian determines that an error is material the record-keeper will need to investigate if any participant account is impacted by \$10 or greater. The Custodian will notify and review these errors with the Ohio Deferred Compensation Board and the RecordKeeper to initiate the analysis. If the Recordkeeper investigation does not uncover any participant's account impacted by \$10 or more, then no further investigation is necessary and no reprocessing is required. If any participant is impacted by \$10 or more, further action will be required. See B. Reprocessing below if further action is required.

B. Reprocessing

All material NAV errors require a two-tiered review. Errors which do not exceed the first tier of materiality are not investigated any further. Transactions are reprocessed only after meeting or exceeding both First Tier materiality and Second Tier participant impact. If the record-keeper identifies participants impacted by \$10 or more, as an aggregate of all transactions made by that participant for all impacted funds during the affected time period for which a NAV error has been identified, then the specific transactions will be reprocessed. Transactions that do not result in assets leaving the trust will be corrected within the trust. It is the policy of Ohio DC not to seek repayment from distributions. Therefore, overpayments derived from a materially inaccurate price, which otherwise would require reprocessing, will be funded by the party responsible for the error.

Ohio DC - Open Global Markets and Agent Sub-Custodians

Ohio DC does not invest in the International Markets via separately managed accounts. The Program gains its exposure to those markets using mutual funds and/or commingled funds. The only time global markets are anticipated to be used for Ohio DC is during transition events to handle in-kind distribution of securities in those markets.

During normal course of business, Ohio DC does not have a global custody framework in place.

GLOBAL MARKETS CURRENTLY OPEN	AGENT BANK / DEPOSITORY	# of ACCOUNTS with SSI

Ohio DC - Transactions
Values from 1/1/2019 - 12/31/2019

Transaction Volumes	Annual Count of Transaction as of 12/31/2019 (or a representative 12-month period, as available)	Non Custodied-Fund Assumptions	Pro Forma Total
STIF Buy/Sell	2,510		2,510
Commingled/LP Fund Buy/Sell	80	3,000	3,080
Insurance Contracts	73		73
Mutual Fund Buy/Sell	796	2,000	2,796
DTC Buy/Sell	7,363		7,363
Fed Buy/Sell	1,158		1,158
Tier 1 Global Buy/Sell Transactions (Australia, Austria, Austria, Belgium, Canada, Canada - Fiducie Desjardins, Cedel/Clearstream, Denmark, Euroclear, Finland, France, Germany, Hong Kong, Italy, Japan-Mizuho, Japan-Sumitomo, Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Sweden, Switzerland, United Kingdom)	1 (Clearstream)		-
Tier 2 Global Buy/Sell Transactions (Brazil, Greece, India, Indonesia, Ireland, Malaysia, Mexico, Portugal, Puerto Rico, South Korea, Thailand)			-
Tier 3 Global Buy/Sell Transactions (Argentina, Bahrain, Bangladesh, Benin, Bermuda, Bosnia & Herzegovina, Botswana, Bulgaria, Burkina Faso, Cayman Island, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Dubai, Ecuador, Egypt, Estonia, Georgia, Ghana, Guinea-Bissau, Hungary, Iceland, Israel, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Latvia, Lebanon, Lithuania, Mali, Malta, Mauritius, Morocco, Namibia, Niger, Nigeria, Oman, Pakistan, Palestine, Panama, Peru, Philippines, Poland, Qatar, Romania, Russia, Saudi Arabia, Senegal, Serbia, Slovak Republic, Slovenia, Sri Lanka, Swaziland, Taiwan, Togo, Trinidad & Tobago, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, Uruguay, Venezuela, Vietnam, Zambia, Zimbabwe)			-
Futures trades	381		381
Paydowns	7,264		7,264
Sink Payments	142		142
Inflation Adjustments	87		87
TBA's	746		746
Incoming Wire Transfers	881		881
Outgoing Wire Transfers	821		821
SWIFT Transactions	4,721		4,721
NSCC Settlements	729		729

Ohio DC - Average STIF Volume Values at 12/31/2019

Average Daily Market Value in Custodial STIF Vehicle

Account Name	Average Balance (1/1/2019 - 12/31/2019)
T Rowe Price Large Cap Growth (SA)	\$ 746,409.60
Westfield Small Cap Growth (SA)	\$ 2,648,963.16
Fiera Small Cap Growth (SA)	\$ 1,099,906.59
Westwood Small Cap Value (SA)	\$ 2,883,510.57
GSAM Term Funds	\$ 73,229.64
Dodge & Cox Intermediate (SA)	\$ 17,011,673.42
State Street (SA)	\$ 1,808,186.11
Jennison (SA)	\$ 14,378,335.97
Payden Rygel (SA)	\$ 2,114,816.07
EARNEST Partners (SA)	\$ 5,493,307.87
JP Morgan (SA)	\$ 11,650,548.01
Short Term Investment Fund / Wrap Provider Book Value Account	\$ 146,273,217.21
Ohio DC - Total Average STIF Balance	\$ 206,182,104.22

**Ohio DC - SPOT Foreign Exchange Execution by Method and Currency Pair
Periods from 1/1/2019-12/31/2019**

The Ohio DC Program's structure does not currently require Foreign Exchange unless they are in a restructure event. In that case the Transition Manager is allowed to trade within or outside of the Custodian Foreign Exchange desk.

THIRD PARTY (NON-CUSTODIAL) FX (NEGOTIATED, NON-STANDING INSTRUCTION)		
Currency Pair	USD Volume	Deal Count
TOTAL	\$0	0

CUSTODIAL STANDING INSTRUCTION FX - DEFINED SPREAD PROGRAM		
Currency Pair	USD Volume	Deal Count
TOTAL	\$0	0

CUSTODIAL DIRECT FX (NEGOTIATED, NON-STANDING INSTRUCTION)		
Currency Pair	USD Volume	Deal Count
TOTAL	\$0	0

Ohio DC - Performance Account Schematic

Composite & Account Mapping with Benchmarks At 12/31/2019

Please note that benchmark performance reporting is not provided on current custodial performance reporting and is not required. Benchmarks have been provided for reference only. Only performance reporting for daily-valued equity separate accounts and unitized investment options is required.

Account Name	Account Benchmark	Performance Instructions: Mark Account Type with X			Other Notes / Description
		Standard / Custom Benchmark	Account / Composite	Calculation Frequency	
OHIO DC Large Cap Growth Comp	Russell 1000 Growth Index	Standard	Composite	Monthly	
T ROWE PRICE	Russell 1000 Growth Index	Standard	Account	Monthly	
SMALL CAP GROWTH COMP	Russell 2000 Growth Index	Standard	Composite	Monthly	
WESTFIELD	Russell 2000 Growth Index	Standard	Account	Monthly	
APEX-FIERA	Russell 2000 Growth Index	Standard	Account	Monthly	
SMALL CAP VALUE COMP	Russell 2000 Value Index	Standard	Composite	Monthly	
WESTWOOD	Russell 2000 Value Index	Standard	Account	Monthly	
GSAM Term Fund	Bloomberg Maturing Benchmark 20XX (One benchmark for each line item. Bloomberg Maturing Benchmarks are a series of custom declining duration benchmarks consisting of a subset of widely-used Bloomberg fixed income indices.)	Custom	Account	N/A	
Stable Value Line Items - Shadow Reporting Account	60% Bloomberg US Agg Int Index and 40% Bloomberg Stable Inc Mkt Index	Standard	Account	N/A	There is no current custodial performance reporting for the underlying Ohio DC Stable Value Option accounts.
Dodge and Cox	60% Bloomberg US Agg Int Index and 40% Bloomberg Stable Inc Mkt Index	Standard	Account	N/A	
SSGA	Bloomberg US Gov't Credit Int Term Bond Index	Standard	Account	N/A	
Jennison Associates	Bloomberg US Agg Int Index	Standard	Account	N/A	
PAYDEN & RYGEL	Bloomberg US Agg Int Index	Standard	Account	N/A	
EARNEST PARTNERS	Bloomberg US Agg Int Index	Standard	Account	N/A	
JP MORGAN	Bloomberg US Agg Int Index	Standard	Account	N/A	
Ohio GIC Fund	N/A	N/A	N/A	N/A	
Vanguard Instl Idx;Ins+ (VIII)	S&P 500 Index	Standard	Account	N/A	
Vanguard Small Cap Idx;Ins+ (VSCPX)	CRSP US Sm Cap Index	Standard	Account	N/A	
Vanguard Total Intl Stock Idx;Ins+ (VTPSX)	FTSE Gbl All Cap Ex US Index (USD) (Net)	Standard	Account	N/A	
Vanguard Total Bond Mkt Idx;Ins+ (VBMPX)	Bloomberg US Agg Flt Adj Index	Standard	Account	N/A	
Dodge & Cox Stock (DODGX)	Russell 1000 Value Index	Standard	Account	N/A	
Fidelity Growth Company (CIT)	Russell 1000 Growth Index	Standard	Account	N/A	
Fidelity Contrafund (CIT)	Russell 1000 Growth Index	Standard	Account	N/A	
Vanguard Capital Opportunity;Adm (VHCAX)	Russell Mid Cap Growth Index	Standard	Account	N/A	
Vanguard Intl Growth;Adm (VWILX)	MSCI ACW Ex US Grth Index (USD) (Net)	Standard	Account	N/A	
Templeton Foreign;R6 (FTFGX)	MSCI ACW Ex US Val Index (USD) (Net)	Standard	Account	N/A	
Ohio DC Intermediate Bond (CIT)	Bloomberg US Agg Bond Index	Standard	Account	N/A	There is no current custodial performance reporting for the mutual funds and commingled funds held elsewhere.
BlackRock LifePath Retire N (CIT)	BlackRock LP Id Ret Lending Index	Standard	Account	N/A	
BlackRock LifePath 2025 N (CIT)	BlackRock LP Id2025 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2030 N (CIT)	BlackRock LP Id2030 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2035 N (CIT)	BlackRock LP Id2035 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2040 N (CIT)	BlackRock LP Id2040 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2045 N (CIT)	BlackRock LP Id2045 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2050 N (CIT)	BlackRock LP Id2050 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2055 N (CIT)	BlackRock LP Id2055 Lending Index	Standard	Account	N/A	
BlackRock LifePath 2060 N (CIT)	BlackRock LP Id2060 Lending Index	Standard	Account	N/A	

APPENDIX B – TECHNICAL QUESTIONNAIRE

A. Organization – Corporate

1. Provide a brief description of the history and development of your trust/custody services, including dates of both implementation of key elements and enhancements to the service.
2. What is the total of all assets held in custody at 12/31/2019?
3. What percentage of the bank's revenue comes from trust/custody services?
4. How many trust/custody clients does your organization service?
5. Summarize your business plan for trust/custody services for the next three to five years.
6. List all insurance coverage relevant to the department handling trust/custody functions as of 12/31/2019. Please indicate the type, coverage limits, and applicable deductibles.
7. Provide your current short term and long term credit ratings as of 12/31/2019.
8. Provide a brief explanation and indicate the current status of any business litigation, regulatory sanctions or other proceedings related to your organization's custody, global custody or securities lending businesses over the past five years.
9. Has your company or its affiliates been audited or investigated (or are they currently undergoing such proceedings) by the Employee Benefit Security Administration of the United State Department of Labor, the United States Securities and Exchange Commission, or the Internal Revenue Service? If so, what was the outcome (described in detail without omission), including dates, or what is the current status?
10. Provide contact information for at least three similarly sized references that can speak to your firm's capabilities. Please provide at least one reference with greater than \$10 Billion in assets and at least one reference who can speak to the relationship / client service team proposed within the RFP. While not required, references that are state deferred compensation plan sponsors and/or maintain a complex integrated recordkeeping and transfer agency structure are preferred.
11. Provide a discussion of the methods by which you monitor service delivery to clients, identify opportunities for enhancement, and regularly communicate such items to clients.

B. Professional Staff

12. What is your total professional headcount as of December 31, 2019? Describe and provide the figures representing how your firm classifies professionals by job function.
13. List the names of the personnel who will be assigned to this account. Describe these professionals as either dedicated or non-dedicated. For all non-dedicated personnel, describe how many other clients are currently serviced.
14. Provide (in Additional Attached Materials) a professional biography for each of the personnel listed. Include the names of other organizations for which they have performed related duties.
15. Please use the following format (adding rows as needed) to summarize the human capital / personnel component of your proposed team (if centers of excellence or shared services locations are proposed, please include and make a good faith estimate of the FTE allocation = 100% = 1 dedicated FTE, etc.):

Name / Title / Dedicated?	Office Location	Years with Firm	Years in Industry	Estimated FTE Allocation% to Ohio DC Relationship

16. How do you propose to service our organization? What regular communications processes do you propose to support this structure?
17. How do you provide ongoing relationship management and client service to clients like Ohio DC?
18. How do you structure your primary day-to-day contact structure for a client like Ohio DC?
19. How do you manage continuous coverage for relationships like Ohio DC?
20. Do you have a formal relationship team backup structure? If so, please describe.
21. How do you balance the provision of excellent client service with minimal turnover with continued professional growth opportunities for your assigned relationship and client service teams?

22. What level of client service team dedication (number of relationships managed or % time allocation) by each client to a client relationship like Ohio DC should be expected? Please describe fully.
23. Will you be relying upon any third-party affiliated or non-affiliated firms to provide any services outlined in the scope of services? If so, describe fully.
24. If you are proposing to use any firm other than a wholly owned subsidiary to provide services and reporting output, explicitly describe how such vendor relationships are managed, controlled, and monitored for service quality.
25. For each such non-wholly owned subsidiary, identify:
 - a. The nature of your relationship (joint-venture, service contract, etc.),
 - b. The length of the relationship, and,
 - c. The number (estimated if necessary) of mutual relationships of similar scope to that required by the Committee.
26. If a problem arises with a third-party resource used to deliver services outlined in the scope of services, what assurance can you provide Ohio DC related to the ongoing viability of services provided by your firm?
27. If Ohio DC is unsatisfied with the output of services or reporting provided by your firm that rely substantially or wholly upon the services or reporting of a non-wholly owned affiliate, what approaches (contractual or otherwise) to mitigation exist?
28. How do you provide structured training sessions to clients? (Please provide specifics on locations and format of sessions). Are these customizable? How often would you conduct these training sessions for Ohio DC?
29. What process is in place to ensure continuous coverage of the Ohio DC relationship in the absence of primary members of the service team (as provided)?
30. Comment on the personnel turnover your organization has experienced in the administration and client service area in the past three years. Please differentiate between individuals leaving the firm and those moving to other departments within the firm. Describe your efforts to attract and maintain qualified administrators and client service officers. With regard to personnel turnover either as a result of leaving the firm or moving to other departments, how does the firm handle the training of replacements for existing client relationships?
31. Describe the unit and personnel who would service Ohio DC's external investment managers. Discuss how these individuals would interface with our client service personnel.

32. Describe the unit and personnel who would service Ohio DC's internal recordkeeping department, including the internal IT team responsible for maintaining file transfer protocols. Discuss how these individuals would interface with and be responsible to Ohio DC's primary client service personnel.
33. Discuss how other teams involved in custody, accounting, performance, etc. would interface with our client service personnel.
34. How do you propose to coordinate the delivery of service with staff located in different time zones and geographic locations?

C. Accounts and Assets

35. Provide a summary of your firm's experience with clients similar to Ohio DC. Include details on similar clients serviced, if possible.
36. What does your organization perceive as the most important (no more than three) needs/requirements of an institution such as Ohio DC when considering a partner for the specified scope of services? How are you positioned to exceptionally meet these needs/requirements?
37. How would Ohio DC fit into your current client profile? Explicitly describe how our relationship would rank:
 - a. Based on asset size,
 - b. Based on scope of services to be provided, and,
 - c. Based on the experience and level of dedication of proposed staffing

38. Please summarize (as of 12/31/2019) your client base in the table included below:

Client Type & Size	# of Relationships	Aggregate Asset Size (\$MM)
Corporate ALL		
Corporate <\$500MM		
Corporate \$500MM+ - \$1BB		
Corporate \$1BB+ - \$5BB		
Corporate \$5BB+ - \$25BB		
Corporate \$25BB+		
Public Fund ALL		
Public Fund <\$500MM		
Public Fund \$500MM+ - \$1BB		
Public Fund \$1BB+ - \$5BB		
Public Fund \$5BB+ - \$25BB		
Public Fund \$25BB+		
Taft-Hartley/Union ALL		
Taft-Hartley/Union <\$500MM		
Taft-Hartley/Union \$500MM+ - \$1BB		
Taft-Hartley/Union \$1BB+ - \$5BB		
Taft-Hartley/Union \$5BB+ - \$25BB		
Taft-Hartley/Union \$25BB+		
Endowments/Foundations ALL		
Endowments/Foundations <\$500MM		
Endowments/Foundations \$500MM+ - \$1BB		
Endowments/Foundations \$1BB+ - \$5BB		
Endowments/Foundations \$5BB+ - \$25BB		
Endowments/Foundations \$25BB+		
Other US Asset Owner (describe below) ALL		
Other US Asset Owner <\$500MM		
Other US Asset Owner \$500MM+ - \$1BB		
Other US Asset Owner \$1BB+ - \$5BB		
Other US Asset Owner \$5BB+ - \$25BB		
Other US Asset Owner \$25BB+		
OTHER US ASSET OWNER DESCRIPTION	<i>Description of any US Asset Owner relationships included in Other</i>	
All Relationships other than US Institutional Asset Owner Relationships	# of Relationships	Aggregate Asset Size (\$Million)
All Relationships other than US Institutional Asset Owner Relationships		
GRAND TOTAL ALL RELATIONSHIPS	# of Relationships	Aggregate Asset Size (\$Million)
TOTAL ALL		

39. Please summarize (as of 12/31/2019) your defined contribution/deferred compensation (DC) client base in the table included below:

Client Type & Size	# of Relationships	Aggregate Asset Size (\$MM)
Defined Contribution / Deferred Compensation ALL		
DC Clients <\$500MM		
DC Clients \$500MM+ - \$1BB		
DC Clients \$1BB+ - \$5BB		
DC Clients \$5BB+ - \$25BB		
DC Clients \$25BB+		

40. Please summarize (as of 12/31/2019) your *public* defined contribution / deferred compensation (DC) client base in the table included below:

Client Type & Size	# of Relationships	Aggregate Asset Size (\$MM)
Public DC ALL		
Public DC Clients <\$500MM		
Public DC Clients \$500MM+ - \$1BB		
Public DC Clients \$1BB+ - \$5BB		
Public DC Clients \$5BB+ - \$25BB		
Public DC Clients \$25BB+		

41. Provide your capabilities with daily valuation clients and the breadth of such services, including the number of daily valued hard close relationships and the number of daily NAVs produced.

42. Provide the number of accounts and aggregate values of their total assets in your custody in U.S. \$ millions as of December 31, 2019 and the preceding five calendar year-ends:

ACCOUNTS AND ASSETS		
Year/Period-Ended	US Institutional Trust/Custody	
	Accounts	Value
2014		
2015		
2016		
2017		
2018		
12/31/2019		

43. Identify the number of institutional trust/custody accounts gained or lost as specified for the periods listed below. Report corresponding market values in U.S. \$ millions as of initiation date for accounts gained and as of termination date for accounts lost.

US INSTITUTIONAL TRUST/CUSTODY ACCOUNTS				
Year/Period-Ended	Gained		Lost	
	Accounts	Value	Accounts	Value
2014				
2015				
2016				
2017				
2018				
12/31/2019				

44. List each country for which you are custodian of assets for clients and provide (in Additional Attached Materials) the following information: The name of the depositories, agents, or sub-custodian banks, which your organization uses directly and with which you have a signed agreement. If more than one is used in any market, list each of them.
45. Please provide summary data as of December 31, 2019 in the following format:
- Total number of countries in which assets are custodied;
 - Total number of depositories, agents, or sub-custodian banks used directly (with a signed agreement); and,
 - Total market values of foreign assets held for U.S. investors.

D. Technology

46. Describe your technology development and support organization. Include in your description responsibilities, reporting lines, and staffing.
47. How many professional, non-professional, and total personnel work in technology for your firm?
48. How do you handle new and/or special projects? What will be the priority process? How do you plan to coordinate these types of requests?
49. Provide a summary of your change management process including details on project management approaches, personnel, roles, responsibilities, and visibility to / interaction with clients.
50. Describe the major systems supporting the custody service, which includes accounting, settlement, safekeeping, reporting, and performance. What is your current capacity (ability to take on new accounts and process additional electronic instructions, etc.)?

51. Describe any major system architecture changes currently underway or anticipated.
52. Please describe your process for working with clients when your planned system changes may affect the client's systems or processes. How are clients notified and what timeframes / advance notice are given?
53. Please describe your mitigation process should an error be discovered or uncovered in your systems or processes, including client communication, alternative processing approaches, escalation procedures, and overall risk management organization and executive oversight.
54. Describe what you perceive to be your technology differentiators from competing institutions.
55. What has been your investment in systems development and technology in the past five years? Specify the enhancements made and the dollars and percentage of revenues committed.
56. What is your planned investment in systems development for this year and each of the next five years? Specify the anticipated enhancements that will be made and percentage of revenues that will be allocated.
57. Describe the security measures taken for your systems, users and access points. Include remote access, application access, and software access.
58. Provide (in Additional Attached Materials) copies of your most recent SSAE 18 / SOC 1 Report or Reports covering all Scope/Service Areas Contemplated by this RFP (including technology, custody, accounting, performance & analytics, etc.). If multiple reports are received, please attach all applicable reports.
59. Does your firm receive SSAE 18 / SOC 2 Reports / SOC for Cybersecurity Reports / ISO 27001 certifications? If so, please provide (in Additional Attached Materials). If not, can you provide a Standardized Information Gathering (SIG) assessment?
60. Briefly describe the major components of the business continuity and disaster recovery plans for the organizations. Provide (in Additional Attached Materials) summaries of all pertinent plan documentation with specific examples of plan implementation and results of plan testing.
61. Please describe the security standard upon which your information security program is based.
62. How frequently is your information security program evaluated and updated?
63. Do you utilize any outsourcing/co-sourcing for your information security program?

64. Has your firm experienced a reportable security breach within the last three years? If yes, clearly explain the circumstances and remedial actions taken as a result.
65. Does your company carry cyber security insurance? If yes, provide an overview of the coverage(s) including policy limits.
66. Has your firm filed a claim on such cybersecurity insurance policies, if any, over the past three years? If so, clearly explain the circumstances.
67. Does your company conduct periodic security assessments to identify cyber security threats, vulnerabilities and potential business consequences? If so, how often are they conducted?
68. Do you receive an independent assessment of cyber security processes and systems, including penetration testing, as applicable? If yes, please describe the testing process, the results of such testing process (including the assessed maturity of systems that were tested) and indicate who the independent verifier and/or testing firm was.
69. Does your company have a chief information security officer or an equivalent position?
70. Does your company conduct an annual independent assessment of its cyber security processes and systems? If so, what were the results of that assessment?
71. Are technology systems regularly updated?
72. Are all personnel who deal with personal identifiable information trained on adequate protection of that information? Please describe.
73. Describe your company's processes and protocols for dealing with cyber threats and protection of personal identifiable information.
74. Does your company have a privacy and security policy, and does the privacy policy apply to personal identifiable information of retirement plan clients and participants? If so, please describe.
75. Is your company's security policy clear with respect to storing personal identifiable information on laptops, portable storage devices and telecommuting equipment?
76. Does your company have policies on storing personal identifiable information including where and how it is stored, for how long and how it is eliminated? Please describe.
77. Does your company use advanced authentication procedures? Please describe.

E. Custody and Accounting Services

78. Provide an overview of your firm's experience and capabilities in the provision of comprehensive custody and accounting services.
79. Describe how your firm will ensure compliance with applicable laws and regulations including the best practices coded into the Sarbanes-Oxley Act.
80. Who in your organization is responsible for monitoring compliance and how does that individual and/or group communicates compliance related information to your clients?
81. Discuss your policy and procedures assuring that each client's assets are properly held in safekeeping and positions are accurately maintained in books and records. Include information on segregation of assets and distinctions between physical and book entry positions.
82. Please discuss your policies for ensuring that changes in security registration requirements in international markets are properly and promptly implemented in client accounts, e.g. the transition to omnibus security registration.
83. Clearly discuss the process by which, and the nominee name under which, securities are registered in the U.S. and Non-U.S. markets.
84. What information can your firm provide about the nature by which foreign securities accounts are established that might provide adequate documentation to support a conclusion that the Plans do not have a reporting requirement under FBAR through application of Treasury/FinCEN rules?
85. Describe special procedures you employ for processing, valuing, and reporting derivative products, including U.S. and Non-U.S.
86. How do you determine your responsibility, as well as your agent's responsibility, for compensation for losses to client accounts due to errors in processing?
87. Describe your process for managing your foreign sub-custodian network of depositories, sub-custodians, and agents, including:
 - a. Selection;
 - b. Oversight;
 - c. Problem resolution; and,
 - d. Termination.

88. What are your primary and supplemental pricing sources? Please provide (in Additional Attached Materials) a full schedule of all primary and supplemental pricing sources by asset class. Describe your method of receipt and input of prices for stocks, bonds, options, derivative products, convertibles, real estate, limited partnerships, and futures contracts including how frequently prices are updated. Are all procedures for all asset classes consistent with your accounting systems?
89. For the accounts/assets in scope within the Ohio DC relationship, discuss any particular areas of strength or differentiated capabilities possessed by your organization in the provision of custody and accounting services:
90. Outline your firm's capabilities with, and particularly points of differentiation with the full lifecycle of custody and accounting services, including but not limited to:
 - a. Domestic & Global Safekeeping,
 - b. Domestic & Global Income,
 - c. Corporate Actions,
 - d. Domestic & Global Trade Settlement
 - e. Pricing & Valuation
 - f. Accounting & Reporting, and
 - g. Other Related Services (Proxy, Class Actions, etc.)
91. Describe your method of receipt, input and validation of prices for stocks, bonds, options, derivative products, convertibles, real estate, limited partnerships, and futures contracts including how frequently prices are updated.
92. Do asset valuations include accrued income and pending transactions? Do you draw a distinction between such transactions at the security level or the portfolio level?
93. How do you price securities not available from a pricing service, such as private placements?
94. Can the client specify alternative pricing sources?
95. What procedures are in place, if any, to investigate unusual or significant pricing changes from the previous pricing period?
96. How do you resolve pricing discrepancies with your clients?
97. What is your policy on updating or changing prices?
98. Describe your systems and procedures for securing and providing clients or their investment managers with proxy information for both U.S. and foreign corporations.

99. Describe the services your firm provides for securities and bankruptcy litigation. Can your firm file a proof of claim for such actions on behalf of the client? Please detail your firm's procedure for ensuring timely delivery of class action and bankruptcy proof of claims to allow clients adequate time to process these claims.
100. Does your firm file proofs of claims for securities that were held in accounts of former clients? What limitations exist in the services you provide on closed accounts (either due to terminated relationships or portfolio restructures)?
101. Will your firm assist with the filing of proofs of claim for securities that were held in custody elsewhere during the class action period? Are you able to receive and back-load data in order to facilitate this activity?
102. Does your firm work with any third-parties (law firms and other institutions) to provide a non-custodial class action proof of claim filings process? Which firms? Please describe the nature and extent of such relationships.
103. Describe your process and procedures for interfacing with the investment managers serving your custody clients, including the following:
- a. Dedicated staff positions and responsibilities;
 - b. Mode and means of trade instruction communication and validation;
 - c. Mode, timing and content of daily and monthly reports;
 - d. Inquiry and problem resolution processes;
 - e. Reconciliation and audit processes (please detail process and provide information on acceptable tolerance levels allowed);
 - f. Special support for investment managers located outside of the U.S.; and,
 - g. Ability to reflect daily transactions and holdings for external assets under custody, in reporting both ad-hoc and established report formats.
104. Discuss the processing of trade settlements of securities and currencies including details on settlement performance for processing trades (i.e. settlement rate, failed trades, average age of failed trades, etc., by country for the last three years). Discuss your procedures for a daily proof of settlements of U.S. and non-U.S. trades and foreign exchange reported by your depositories, agents, and sub-custodians. Discuss your procedures for tracking failed U.S. and non-U.S. trades, reporting failed trades to the client and to the investment manager, and how they are resolved. Discuss in which markets you provide contractual vs. actual settlement. Include the following and identify any distinctions among them:
- a. U.S. securities;
 - b. International securities (Eurobonds and CDs);
 - c. Non-U.S. securities; and,
 - d. Foreign exchange.

105. Provide information regarding your procedures for establishing, validating, crediting, and posting entitlements/accruals for dividends and interest income for all asset types. List the alternative sources and procedures used for enriching the accrual establishment database. Distinguish between automated, semi-automated, and manual steps. Describe auto-credit or payable date credit services that may be available.
106. Describe the processing of tax on foreign income, including:
- a. Sources of information;
 - b. Procedures for maintaining information on current treaty provisions;
 - c. Responsibilities and processing steps for:
 - i. Filing to establish status for exemptions and reclamation;
 - ii. Filing reclamation for tax refunds;
 - iii. Collecting refunds;
 - iv. Procedures for accruing, reporting, aging, and posting of reclaimable tax; and,
 - v. Reporting detail to clients.
107. Provide information regarding your procedures for establishing entitlements/accruals for capital changes. Describe in detail your process for U.S. and non-U.S. capital changes, including:
- a. Sources of information on terms and elections;
 - b. Methods of notifying clients;
 - c. Timing of notice (please note availability of same day notice);
 - d. Methods of receipt of instruction from clients;
 - e. Procedures for implementing client elections;
 - f. Method and mode of relaying instructions to sub-custodians;
 - g. Procedures for controlling sub-custodians' timely and appropriate action;
 - h. Describe your on-line reporting capabilities for capital changes; and,
 - i. Discuss your procedures for posting capital changes to client accounts.
108. How do you validate accuracy and timeliness of receipts of income and capital changes reported by your depositories, agents, and sub-custodians?

109. Please provide (in Additional Attached Materials) a diagram summarizing your accounting and service delivery units and the technology supporting them. Provide the names of, and describe in detail, all accounting systems used to support the units and client needs, including systems for securities movement and control (SMAC), trust accounting, global custody, securities lending, and multi-currency accounting. This diagram should assist generally with an understanding of the following items (further detail of which may be requested by the Committee):
- a. Compliance with GAAP;
 - b. Master file structure, maintenance and control;
 - c. The double-entry features linking securities and cash that would ensure no “one-legged” entries or “netting”;
 - d. Reversal procedures and controls;
 - e. Proofs of correct receipt of income and capital changes;
 - f. Exceptions monitoring and internal control reports;
 - g. Special accounting procedures to accommodate local practices for non-U.S. investments;
 - h. Extent of integrated system processing between U.S. and non-U.S. securities;
 - i. Policies and procedures for your multi-currency accounting for converting data into U.S. dollars; and,
 - j. Policies and procedures for ensuring that any batch-fed or asynchronous information housed in separate data stores are maintained consistently and do not report different data.
110. Discuss your contractual settlement program, including in which markets you provide contractual vs. actual settlement.
111. Describe your procedures for processing trade instructions. Provide (in Additional Attached Materials) a flow chart, which depicts the inter-unit information and transactional process. This information should contain a summary of the following information elements:
- a. Name and reporting responsibilities of working units performing the processing;
 - b. Electronic receipt of securities trade instructions;
 - c. Other modes of receiving trade instructions and parties using them;
 - d. Trade validation procedures;
 - e. Degree of automation of each method of trade validation;
 - f. If manual intervention is possible, if required;
 - g. Provisions for electronic trade instructions;
 - h. Asset transfers, pending trades, pending foreign exchange transactions. Include details as to when you price the portfolio for performance measurement given the occurrence of asset transfers; and,
 - i. Procedures utilized to ensure that client-imposed/specified authorization requirements are met.

112. For each core system used within your custody and accounting processing lifecycle, please define its processing mode – batch or type of on-line, real-time processing – and provide its daily and monthly processing schedule, including starting and ending times.
113. Describe in detail your ability, or steps you are taking, to interface Straight Through Electronic Processing (STEP) trade/settlement activities to accounting transactions and activities to include interfaces down to client accounting needs. What are your current rates?
114. How are periods closed? Can closed periods be opened? How many accounting periods can be “open” at any one time? Can performance figures be updated? Describe all limitations.
115. Will Ohio DC have on-line access to account and daily transaction data?
116. How long can you maintain data in a format readily available to be accessed by the client? Describe your client data archiving policy and procedures.
117. How long is daily transaction and holding level accounting available for viewing and on-line and exporting? Will Ohio DC have direct access to any prior period’s (including intra-month/week) accounting and performance information in an ad-hoc manner?
118. Please describe the availability of holdings data. Can Ohio DC access portfolio holdings information for any day without special programming via your on-line ad hoc query tools? For what period of time (if limited) is this data available?
119. How long can you maintain data in a format readily available to be accessed by the client? Describe your client data archiving policy.
120. Describe your policy and process of writing off receivables.
 - a. What is your procedure for follow up?
 - b. What documentation is required for your files?
 - c. What is your escalation policy?
 - d. At what point do you notify the client of possible problems with receivables?
121. Describe the security identifier or identifiers used in your system for domestic and international securities. Describe how “Dummy” security identifiers are used. Is there client directed flexibility in their use or lack thereof?

122. Discuss how your accounting system(s) accommodate derivatives.
 - a. Describe special procedures you employ for processing, valuing, and reporting derivative products, including: U.S.; and, Non-U.S.
 - b. Can your system identify the collateral that may be needed to support these positions, i.e. cash, as separate from the cash holdings not used to support these positions?
 - c. Can your accounting system(s) identify leveraged positions?
 - d. Do derivatives cause any unique performance issues?
 - e. Are derivative instruments accurately included in both the daily and monthly NAV calculations?
123. Discuss your organization's investment manager research reconciliation services and how your organization will provide the required services involved in performing a manager sign-off process and automated matching process with separate account investment managers that is summarized for Ohio DC?
124. Provide (in Additional Attached Materials) a sample of your standard monthly audited accounting statement.
125. Discuss your ability and all associated costs to provide customized financial statement disclosure reporting. Provide samples (in Additional Attached Materials).
126. Discuss your ability and all associated costs to provide customized support for plan and participant disclosure reporting (including the Program's Comprehensive Annual Financial Report (CAFR)).

F. Daily Valuation, Unitization, Investment Option Trading, and Transfer Agency-Related Services

127. Describe your provision of daily pricing services and associated controls. Please detail by security domicile (U.S versus non-U.S. if pricing frequency is different).
128. Discuss your organization's integration (including existing or prospective informational feeds and two way reporting) with recordkeepers, specifically referencing your ability to support clients with internal recordkeeping.
129. How many defined contribution / deferred compensation clients do you currently work with that have internal recordkeeping?
130. Discuss your organization's ability (and associated details, including timing and customization options) to establish and maintain secure electronic links, interfaces, and systematic access for and with Ohio DC's internal recordkeeping system, which includes nightly provision of calculated NAVs for all investment options that will be used by the Ohio DC recordkeeping system to instruct trading activity with a designated Transfer Agent.

131. Describe the depth and breadth of your firm's relationship with the proposed Transfer Agent solution. Include relevant details, such as number of common relationships, assets, plans, investment portfolios traded to substantiate such experience.
132. Discuss in detail your organization's ability (and associated details, including timing and customization options) to establish and maintain the Transfer Agent services requested, or your ability to partner with a third-party organization to provide an integrated solution.
- a. If you are proposing an internal solution, please discuss any additional documentation or contractual needs and provide a sample of any additional services contract (see Additional Attached Materials).
 - b. If you are proposing a partnership with a third-party organization, provide a sample services agreement from that organization (see Additional Attached Materials).
133. Discuss your organization's ability to support and lead the reconciliation (including the provision of a playback file / confirmation of the match between the daily activity reports from the Transfer Agent to the custodian's executed transactional records) which will include a daily confirmation that all activity has been processed successfully.
134. Describe your organization's willingness to accept Ohio DC's current error correction policy as well as your ability to incorporate it into ongoing processing. (See Appendix A for details.)
135. Ohio DC currently receives, recaptures, and equitably returns shareholder servicing fees and/or sub-transfer agency fees from mutual funds where such fees are available. Would your proposed solution inhibit or limit Ohio DC's ability to continue to receive such payments. If so, clearly specify if your firm, or your proposed Transfer Agent, receives shareholder servicing revenue that may offset costs to your firm for the mutual funds listed in Appendix A and describe how it would be passed along to Ohio DC.

G. Cash Management

136. What U.S. investment vehicles are available for overnight investment by clients that are accessed automatically by a "sweep"?
137. Provide (in Additional Attached Materials) a description of the proposed STIF cash vehicle that your firm would propose providing to Ohio DC including: investment philosophy, objectives and guidelines, investment performance, investment management fees, and the revenue share (if any) received and retained by your custodial services unit for the provision of such option. Please attach a prospectus for relevant vehicles.

138. Describe your process of maintaining full investment (a daily “sweep”) of U.S. and foreign currency balances, including:
- a. Investment vehicles available to sweep (discussed in this section as STIF for “short-term investment funds”);
 - b. How sweep ties into trust accounting and cash forecasts;
 - c. Process and timing of notification of investment managers of available cash;
 - d. Timing requirements for notification of cash needs;
 - e. Treatment of unexpected receipts after investment cut-off;
 - f. Identification of automated procedures and manual procedures;
 - g. Explicitly describe all fees related to sweep and idle investment of funds;
 - h. Client and investment manager electronic access to information including:
 - i. Cash sweep (investment) transactions;
 - ii. Details of the day’s cash remittances and disbursements; and,
 - iii. Detail supporting calculation of day’s deposit to or withdrawal from STIF.
139. Do you provide alternative investment options other than Short-Term Investment Funds (STIF)?
- a. Examples could include commercial paper programs, demand deposit accounts, and un-invested cash receiving earning credits?
 - b. If so, please clearly describe and articulate interface with sweep processes identified above, all fees (including calculation), earnings rates (spreads or fixed rates), and other key parameters.
140. Describe your method for calculating any debit interest that may be charged for overdrawing an account explicitly defining the rates that would be offered to the Walmart relationship.
141. Discuss your capabilities for transmitting wires, ACH and EFT and writing client checks on behalf of Ohio DC.
142. When is your cut-off time for cash transactions? What flexibility exists?
143. Discuss your capabilities for receiving wire, ACH and customer checks for deposit on behalf of Ohio DC. Discuss any limitations on receipts and the controls your firm has in place to identify the source, nature, and disposition of such funds.
144. What processes are in place to authenticate wire transfers and maintain security over wire transfers? Please describe both standard levels of authentication (levels of approval and cash template creation, etc.) as well as the maximum capabilities of your automated system? Please discuss any and all future and in-progress developments in this area.

145. Please discuss your ability to maintain separate wire accounts for individual portfolios to facilitate the tracking of cash movement as well as to provide non-omnibus DDA relationships. Is this a standard practice for you? If not, please describe how you would provide Ohio DC with ready access to transactional information directly linked to specific portfolios.

H. Foreign Exchange

146. Summarize your institution's support structure and services offered for custodial foreign exchange services and accommodation for third party foreign exchange offerings, emphasizing differentiation relative to your peers and competitors.

147. How are restricted market currencies defined/determined and priced? Clearly define how contractual relationships with agent sub-custodians work and if your firm receives any revenue for transactions priced through agent sub-custodians or local market banks.

148. Please comment on the rationale for offering a custodial standing-instruction foreign exchange service and the competitiveness of your rates.

149. Do you ensure that a custodial client or its managers that opt to use your execution desk for standing-instructions processing of foreign exchange achieve the best execution possible on an intra-day basis? Is another standard or procedural approach used?

150. Fully describe your ability to support individual contracted third-party foreign exchange executions on a spot or forward basis. Include in your discussion the markets in which you are unable to provide such support due to market restrictions – clearly distinguish between markets for which there are operational hurdles and regulatory hurdles.

151. Do you anticipate offering any new features within your custodial/indirect foreign exchange suite of services? If so, fully describe.

152. Please discuss what information you would provide regarding an indirect/non-negotiated/standing instruction FX execution to Ohio DC or the investment manager. Will you time-stamp executions and maintain and provide such records to Ohio DC?

153. Please discuss what information you would provide to Ohio DC or the investment manager regarding a direct FX execution (describe all time-point, specific abilities and exclusions as applicable) with your principal exchange desk. Will you time-stamp executions and maintain and provide such records to Ohio DC?

154. Please discuss what information you would maintain for Ohio DC or the investment manager regarding a third-party FX execution.

155. Please discuss the process for repatriating foreign exchange balances.
 - a. For standing instruction repatriation process, provide information that clearly specifies how rates are determined and document the process used to perform the repatriation.
 - b. Are clients/investment managers free to opt out of repatriation processes?
156. Are you willing and able to provide time-stamped executions or pricing reference points for all standing instruction trades? If not, please discuss factors which prevent you from providing this data.
157. Would you agree to provide specific reference rates and documentation of the explicit spread applied to such rates for all standing instruction trades? If not, please discuss factors which prevent you from providing this data.
158. Will you disclose the amount of direct (spread-based or revenue shared with sub-custodians) revenue earned by your institution on the Ohio DC account for all standing instruction trades? If not, please describe why you are unable to provide this information.
159. Based on the timely receipt of instructions from the investment managers who execute 3rd party FX contracts, will you credit client accounts on contractual value date for receipt of funds expected from 3rd parties?
160. Describe in detail your model for pricing and executing FX through your indirect FX processes (as well as availability of settlement of third-party executions) on behalf of your clients.
161. Can your custody clients directly execute with your FX trading desk to buy/sell the local currencies in "restricted" markets? Please discuss in detail if this capability is currently unavailable to your clients and whether you expect this to become an option in the near future.
162. Can you provide timestamps and benchmark pricing for executions in restricted markets?
163. Do you monitor the rates provided by your sub-custodians for restricted market currencies? Do you independently confirm that these rates are reasonable? Do you add a spread on to the FX execution provided by your sub-custodian or are you compensated in any other way from the execution of FX in restricted markets? If so, please discuss how you are compensated or otherwise derive revenue / benefits from such arrangements.
164. Do you provide netting programs? If so, provide a detailed example of how your netting process works. Include which account, accounts, or client groups are included; the pricing used (including reference rates and explicit spread utilized) and any other elements necessary to explain your process.

I. Performance and Analytics Services

165. Describe your performance measurement and analytics organization.
166. How many personnel do you propose for coverage of the Ohio DC relationship?
167. What are your hours of coverage?
168. What is the typical staff-to-client ratio?
169. What are the average number of years of professional performance measurement and analytics experience?
170. How do you propose to coordinate the delivery of service with staff located in different time zones and geographic locations?
171. Describe the resources available to support the staff analyzing the data.
172. Discuss your performance and analytics products in terms of content, timeliness and delivery method.
173. Describe the types of performance attribution analysis reports you provide.
174. Provide (in Additional Attached Materials) sample copies of:
 - a. Monthly performance measurement
 - b. Total fund performance attribution
 - c. Analytics reports for:
 - i. a domestic equity portfolio,
 - ii. an international equity portfolio,
 - iii. a fixed income portfolio,
 - iv. a consolidation of all portfolios.
 - d. For each sample report, identify the portfolio characteristics that are tracked.
 - e. What is the earliest date after the end of the reporting period each is available?
175. In what delivery formats are reports available? (Hard copy, electronic, etc.) With what frequency do you produce each report and when does the client receive them? Identify which of the reports are the result of:
 - a. Internal development; and,
 - b. External development

176. Are performance measurement and analytics available on an on-line system? If so:
- a. Can raw data be downloaded? (Raw data would include portfolio aggregate statistics as well as security specific characteristics, such as rate of return, risk, P/E ratios, dividends, yields, and similar items.)
 - b. Can a report writer be used to customize reports?
 - c. How soon after the end of the reporting period will the data be available on-line?
 - d. What performance measurement, performance attribution, and analytical information are available on-line?
 - e. What additional external or internal performance measurement and analytical databases are accessible?
 - f. What historical period is available on-line?
177. In the context of both a daily and monthly audited valuation environment discuss your methodology for calculating performance at the individual portfolio, aggregate portfolio, and benchmark levels when intra-month cash/asset flows occur. What threshold flow levels would trigger an intra-month pricing of the portfolio and relevant aggregates to enable the calculation of time-weighted rate of returns?
178. Please discuss turnaround time for adding new accounts/composites to system and loading history, if needed.
179. Are the default performance measurement methodologies consistent at the portfolio/aggregate/benchmark levels? If not, discuss why they differ.
180. Specify your retention schedule for daily portfolio holdings within your performance calculation engine.
181. Explain how your performance system handles financial futures, options, index futures, convertibles with currency features, warrants, rights, swap transactions, forward contracts venture capital and private equity limited partnerships, and real estate; U.S. and non-U.S. where applicable.
182. Describe your ability to calculate, blend and monitor custom benchmarks.
183. Discuss the policy of your organization on 1) maintenance of consistency between information of the trust accounting and performance measurement reports for a given period, vs. 2) improving the accuracy of performance-sensitive data.
184. What report is provided to clients to reconcile accounting information of the performance reports with accounting statements for the same period?
185. Discuss the delivery mode and timing of your ability to provide raw data and rates of return to clients' performance measurement vendors.

186. What level of detail (supporting multi-period valuations and cash flows) do you provide for time weighted return calculations?
187. What are your internal deadlines (number of business days) for providing final performance numbers for public market asset classes?
188. What are your pricing sources and hierarchy of usage for all global public market asset classes? Ensure that you include all major classes and sub-classes of US Equities & Fixed Income, Non-US Equities and Fixed Income.
189. Discuss your typical process for reconciling monthly returns with clients and external investment managers.
190. Describe how composite returns are generated, i.e. are they viewed as one large portfolio or as a roll-up of weighted portfolio returns?
191. Describe how your firm would store historically calculated managed returns, benchmarks, analytics, and other data provided by Ohio DC or the current custodian? Will it be connected to live data?

J. Compliance Services

192. Describe the nature of your compliance monitoring tool, its development and how it is provided to clients (standalone application, reporting output, online system, etc.).
193. Is compliance performed on a pre-trade or post-trade (pre-settlement) basis? Can compliance be monitored on all trades, including those traded for same day settlement? Discuss all limitations.
194. Does your institution program compliance rules into the system or would this be the responsibility of the client? Is this service provided at an additional charge to the client? If rule maintenance is the responsibility of the client, then what is the level of difficulty for writing logic rules for compliance testing? Is training provided to the client?
195. Please provide a general list of portfolio parameters which may be tested on your compliance module. For example, can your system test parameters such as concentration limits, sector weights, credit ratings, currency, modified adjusted duration, net asset value (using amortized cost), dollar weighted average maturity, and weighted average life, etc.?
196. Does your compliance module have multiple standard classification schemes available for monitoring a portfolio or only a preset scheme? Would your compliance module allow for screening on any of the preset data input fields listed on a new account setup form? For example, could an account be screened on whether securities lending is permitted or on whether the portfolio is a commingled fund?

197. How does your compliance module handle prohibited lists of securities, brokers, or regions?
198. Is your compliance module integrated with your accounting system? Are there discrepancies in how the holdings data are accessed and reported through the compliance tool versus the accounting system? When are “final” holdings, transactions, and other types of reporting available in the compliance monitoring module?
199. Can compliance reports be customized according to client need or preference? Is underlying data accessible in raw form?
200. Provide (in Additional Attached Materials) a sample compliance report.
201. How long are client reports retained on your compliance module?
202. Can compliance reports be scheduled by the client for automatic execution and distribution? Do you offer reports both in summary and detail forms? Can the reports be viewed online and also printed?
203. Can compliance testing be performed both at the security and fund levels?
204. Which vendors (system development and component data) support your compliance tool? Are additional licenses and data fees required? Describe your approach to assisting clients with vended data access.

K. Transition and Conversion Planning

205. **Incumbent Only Question**: What associated new and updated services, alternative models, etc. might Ohio DC expect to receive from a continuation and expansion of its relationship with your organization? Describe how (and under what timeframe) these services would be provided to Ohio DC.
206. **Incumbent Only Question**: Describe the approach your firm would take to de-conversion should the RFP process result in another firm being selected? Include explicit detail about the support (and any fees for such support) that would be provided for the successor custodian including, but not limited to, provision of complete records of historical accounting and performance, support during reconciliation activities, and post-conversion research activities.
207. What group or unit will serve as the transition team in planning and implementing the transition of our accounts, including the establishment of a master custodial structure and implementation of Transfer Agent services? Identify the individuals and specify the team leader and the roles each member will serve in the transition. Also, describe their experience and how they are related to the client administration team. Include the team members’ professional biographical information.

208. Describe your custodial and transfer agency transition planning and support process. Provide (in Additional Attached Materials) a sample of documentation and a proposed timeline/transition plan for a custodial transition and implementation of transfer agency services.
209. What planning and training would you need to conduct?
- a. With Ohio DC staff;
 - b. With our outside investment managers;
 - c. With our current custodian; and,
 - d. With depositories, agents, and sub-custodians.
210. **Non-Incumbent Only Question** Discuss your organization's experience transitioning from State Street? What particular nuances, if any, are notable?
211. Discuss your organization's experience implementing a transfer agency solution with the proposed Transfer Agent partner. How many similar implementations have you completed within the past 3 years?
212. Provide a detailed description of your last comparable conversion judging similarity by relative plan size and complexity. Include details of specific problems that occurred and the solutions implemented, timeline, etc.
213. What resources are required of the client (specifically time allocation) during the transition period?
214. What lead-time is required for a typical large institutional client transition and how might our transition be different?
215. What experience do you have transitioning DC client relationships, particularly any experience with internally recordkept plans?
216. What changes, if any, should Ohio DC expect to make as part of a transition?
217. What is the role of the transition team during implementation? Will our ongoing service team be involved in the transition? Will there be overlap with the transition team?
218. Discuss the historical data necessary to accurately and completely transition Ohio DC relationship over to your systems and processes. Explicitly describe your support expectations from the prior custodian including, but not limited to, provision of complete records of historical accounting and performance, support during reconciliation activities, and post-conversion research activities.

219. How would you prepare your accounting and performance measurement databases and systems for processing our investments? Discuss the following:
- a. What information would you load into your system in advance?
 - b. Can you back-load performance data for accounts, composites, and benchmarks? Clearly describe any and all limitations to your abilities in this area.
 - c. How could you receive that data and in what format?
 - d. For what period would you conduct parallel processing in order to develop history, test procedures, and establish entitlements/accruals?
 - e. How far in advance would you begin processing trades to prepare for live processing of settlements by the conversion date?
 - f. What is your policy for treatment of accruals earned before the conversion date?
 - g. Describe the accounting basis for transfers of securities (cost vs. market) and how valuation sources, pricing methodologies, and overall market value differences are disclosed and reported to clients.
220. How would you conduct the transfer of securities and cash from a prior custodian to control the risk of loss of assets and assure that all securities are received and accounted for properly?

Price Proposal - Ohio DC Custody and Related Services RFP

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Annual Fees for Listed Services per Unit Volume	Flat Fee Approach			Unit Price Approach			
	VOLUMES	Proposed Fee	Units	Calculated Fee	Unit Price	Units	Calculated Fee
BASE FEE FOR SERVICES PER SCOPE REQUIREMENTS							
BASE FEE YEAR 1: 2021	1		USD	0.00		bps	0.00
BASE FEE YEAR 2: 2022	1		USD	0.00		USD	0.00
BASE FEE YEAR 3: 2023	1		USD	0.00		USD	0.00
BASE FEE YEAR 4: 2024	1		USD	0.00		USD	0.00
BASE FEE YEAR 5: 2025	1		USD	0.00		USD	0.00
Material Change Clause Terms	Describe account complexity (asset size, transactional volume, account volume) change factors that are positioned as change factors for re-negotiation of your fees.						
ASSET BASED CHARGES FOR CUSTODY/ACCOUNTING SERVICES PER SCOPE REQUIREMENTS	VOLUMES				Unit Price	Units	Calculated Fee
US Assets under Administration Custodial STIF	\$ 206,182,104		N/A			bps	0.00
US Assets under Administration (Funds / Line-Items / non-separately held)	\$ 11,843,544,371		N/A			bps	0.00
US Assets under Custody	\$ 3,412,299,210		N/A			bps	0.00
ARGENTINA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
AUSTRALIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
AUSTRIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BAHRAIN Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BANGLADESH Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BELGIUM Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BENIN (WAEMU) Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BERMUDA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BOTSWANA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BRAZIL Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BULGARIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
BURKINA FASO (WAEMU) Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CANADA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CAYMAN ISLANDS Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CHILE Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CHINA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
COLOMBIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
COSTA RICA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CROATIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CYPRUS Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
CZECH REPUBLIC Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
DENMARK Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
ECUADOR Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
EGYPT Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
ESTONIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
EUROMARKET Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
EUROCLEAR Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
FINLAND Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
FRANCE Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
GERMANY Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
GHANA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
GREECE Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
GUINEA BISSAU (WAEMU) Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
HONG KONG Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
HUNGARY Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
ICELAND Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
INDIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
INDONESIA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
IRELAND Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
ISRAEL Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
ITALY Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
IVORY COAST (WAEMU) Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
JAPAN Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
JORDAN Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
KAZAKHSTAN Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
KENYA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
KUWAIT Assets - If None Currently - Please Provide Rate			N/A			bps	0.00
KOREA Assets - If None Currently - Please Provide Rate			N/A			bps	0.00

Price Proposal - Ohio DC Custody and Related Services RFP

Please complete each of the following tables.

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Annual Fees for Listed Services per Unit Volume	Flat Fee Approach	Unit Price Approach
KUWAIT Assets - If None Currently - Please Provide Rate		bps 0.00
LATVIA Assets - If None Currently - Please Provide Rate		bps 0.00
LEBANON Assets - If None Currently - Please Provide Rate		bps 0.00
LITHUANIA Assets - If None Currently - Please Provide Rate		bps 0.00
LUXEMBOURG Assets - If None Currently - Please Provide Rate		bps 0.00
MALAWI Assets - If None Currently - Please Provide Rate		bps 0.00
MALAYSIA Assets - If None Currently - Please Provide Rate		bps 0.00
MALI (WAEMU) Assets - If None Currently - Please Provide Rate		bps 0.00
MALTA Assets - If None Currently - Please Provide Rate		bps 0.00
MAURITIUS Assets - If None Currently - Please Provide Rate		bps 0.00
MEXICO Assets - If None Currently - Please Provide Rate		bps 0.00
MOROCCO Assets - If None Currently - Please Provide Rate		bps 0.00
NAMIBIA Assets - If None Currently - Please Provide Rate		bps 0.00
NETHERLANDS Assets - If None Currently - Please Provide Rate		bps 0.00
NEW ZEALAND Assets - If None Currently - Please Provide Rate		bps 0.00
NIGER (WAEMU) Assets - If None Currently - Please Provide Rate		bps 0.00
NIGERIA Assets - If None Currently - Please Provide Rate		bps 0.00
NORWAY Assets - If None Currently - Please Provide Rate		bps 0.00
OMAN Assets - If None Currently - Please Provide Rate		bps 0.00
PAKISTAN Assets - If None Currently - Please Provide Rate		bps 0.00
PALESTINIAN AUTONOMOUS AREA Assets - If None Currently - Please Provide Rate		bps 0.00
PANAMA Assets - If None Currently - Please Provide Rate		bps 0.00
PERU Assets - If None Currently - Please Provide Rate		bps 0.00
PHILIPPINES Assets - If None Currently - Please Provide Rate		bps 0.00
POLAND Assets - If None Currently - Please Provide Rate		bps 0.00
PORTUGAL Assets - If None Currently - Please Provide Rate		bps 0.00
QATAR Assets - If None Currently - Please Provide Rate		bps 0.00
ROMANIA Assets - If None Currently - Please Provide Rate		bps 0.00
RUSSIA Assets - If None Currently - Please Provide Rate		bps 0.00
SAUDI ARABIA Assets - If None Currently - Please Provide Rate		bps 0.00
SENEGAL (WAEMU) Assets - If None Currently - Please Provide Rate		bps 0.00
SERBIA Assets - If None Currently - Please Provide Rate		bps 0.00
SINGAPORE Assets - If None Currently - Please Provide Rate		bps 0.00
SLOVAK REPUBLIC Assets - If None Currently - Please Provide Rate		bps 0.00
SLOVENIA Assets - If None Currently - Please Provide Rate		bps 0.00
SOUTH AFRICA Assets - If None Currently - Please Provide Rate		bps 0.00
SOUTH KOREA Assets - If None Currently - Please Provide Rate		bps 0.00
SPAIN Assets - If None Currently - Please Provide Rate		bps 0.00
SRI LANKA Assets - If None Currently - Please Provide Rate		bps 0.00
SWAZILAND Assets - If None Currently - Please Provide Rate		bps 0.00
SWEDEN Assets - If None Currently - Please Provide Rate		bps 0.00
SWITZERLAND Assets - If None Currently - Please Provide Rate		bps 0.00
TAIWAN Assets - If None Currently - Please Provide Rate		bps 0.00
TANZANIA Assets - If None Currently - Please Provide Rate		bps 0.00
THAILAND Assets - If None Currently - Please Provide Rate		bps 0.00
TOGO (WAEMU) Assets - If None Currently - Please Provide Rate		bps 0.00
TRINIDAD & TOBAGO Assets - If None Currently - Please Provide Rate		bps 0.00
TUNISIA Assets - If None Currently - Please Provide Rate		bps 0.00
TURKEY Assets - If None Currently - Please Provide Rate		bps 0.00
UGANDA Assets - If None Currently - Please Provide Rate		bps 0.00
UKRAINE Assets - If None Currently - Please Provide Rate		bps 0.00
UNITED ARAB EMIRATES Assets - If None Currently - Please Provide Rate		bps 0.00
UNITED KINGDOM Assets - If None Currently - Please Provide Rate		bps 0.00
URUGUAY Assets - If None Currently - Please Provide Rate		bps 0.00
VENEZUELA Assets - If None Currently - Please Provide Rate		bps 0.00
VIETNAM Assets - If None Currently - Please Provide Rate		bps 0.00
ZAMBIA Assets - If None Currently - Please Provide Rate		bps 0.00
ZIMBABWE Assets - If None Currently - Please Provide Rate		bps 0.00
OTHER MARKETS (add as necessary)		bps 0.00
OTHER MARKETS (add as necessary)		bps 0.00
OTHER MARKETS (add as necessary)		bps 0.00
OTHER MARKETS (add as necessary)		bps 0.00
OTHER MARKETS (add as necessary)		bps 0.00

Price Proposal - Ohio DC Custody and Related Services RFP

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Annual Fees for Listed Services per Unit Volume		Flat Fee Approach		Unit Price Approach	
ASSET BASED STIF INVESTMENT MANAGEMENT CHARGES FOR SERVICES PER SCOPE REQUIREMENTS					
Cash / Short Term Investment Fee Received by your Institution or Affiliate for Investment Vehicle(s) Offered	\$ 206,182,104	bps	0.00	bps	0.00
Other Asset Based Charges (DESCRIBE)		bps	0.00	bps	0.00
Other Asset Based Charges (DESCRIBE)		bps	0.00	bps	0.00
HOLDINGS BASED CHARGES FOR SERVICES PER SCOPE REQUIREMENTS					
Derivative Holdings	6	N/A		USD	0.00
Security Holdings in Line Item Accounts	29	N/A		USD	0.00
Security Holdings in Separately Managed Accounts	3,361	N/A		USD	0.00
TRANSACTION BASED CHARGES FOR SERVICES PER SCOPE REQUIREMENTS					
STIF Buy/Sell	2,510	N/A		USD	0.00
Commingled/LP Fund Buy/Sell	3,080	N/A		USD	0.00
Insurance Contracts	73	N/A		USD	0.00
Mutual Fund Buy/Sell	2,796	N/A		USD	0.00
DTC Buy/Sell	7,363	N/A		USD	0.00
Fed Buy/Sell	1,158	N/A		USD	0.00
Futures trades	381	N/A		USD	0.00
Paydowns	7,264	N/A		USD	0.00
Sink Payments	142	N/A		USD	0.00
Inflation Adjustments	87	N/A		USD	0.00
TBA's	746	N/A		USD	0.00
Incoming Wire Transfers	881	N/A		USD	0.00
Outgoing Wire Transfers	821	N/A		USD	0.00
SWIFT Transactions	4,721	N/A		USD	0.00
NSCC Settlements	729	N/A		USD	0.00
NSCC Membership	1	N/A		USD	0.00
Third Party Foreign Exchange		N/A		USD	0.00
ARGENTINA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
AUSTRALIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
AUSTRIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BAHRAIN Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BANGLADESH Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BELGIUM Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BENIN (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BERMUDA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BOTSWANA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BRAZIL Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BULGARIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
BURKINA FASO (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CANADA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CAYMAN ISLANDS Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CHILE Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CHINA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
COLOMBIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
COSTA RICA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CROATIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CYPRUS Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
CZECH REPUBLIC Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
DENMARK Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
ECUADOR Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
EGYPT Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
ESTONIA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
EUROMARKET Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
EUROCLEAR Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
FINLAND Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
FRANCE Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
GERMANY Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
GHANA Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
GREECE Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
GUINEA BISSAU (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
HONG KONG Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
HUNGARY Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00
ICELAND Buy/Sell Transactions - If None Currently - Please Provide Rate		N/A		USD	0.00

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Annual Fees for Listed Services per Unit Volume	Flat Fee Approach	Unit Price Approach
INDIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
INDONESIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
IRELAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
ISRAEL Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
ITALY Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
IVORY COAST (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
JAPAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
JORDAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
KAZAKHSTAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
KENYA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
KUWAIT Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
KOREA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
KUWAIT Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
LATVIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
LEBANON Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
LITHUANIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
LUXEMBOURG Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MALAWI Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MALAYSIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MALI (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MALTA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MAURITIUS Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MEXICO Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
MOROCCO Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NAMIBIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NETHERLANDS Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NEW ZEALAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NIGER (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NIGERIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
NORWAY Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
OMAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PAKISTAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PALESTINIAN AUTONOMOUS AREA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PANAMA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PERU Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PHILIPPINES Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
POLAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
PORTUGAL Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
QATAR Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
ROMANIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
RUSSIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SAUDI ARABIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SENEGAL (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SERBIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SINGAPORE Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SLOVAK REPUBLIC Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SLOVENIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SOUTH AFRICA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SOUTH KOREA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SPAIN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SRI LANKA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SWAZILAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SWEDEN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
SWITZERLAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TAIWAN Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TANZANIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
THAILAND Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TOGO (WAEMU) Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TRINIDAD & TOBAGO Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TUNISIA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
TURKEY Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00
UGANDA Buy/Sell Transactions - If None Currently - Please Provide Rate		USD 0.00

Price Proposal - Ohio DC Custody and Related Services RFP

DATA ENTRY CELL

Please complete each of the following tables.

Your quote provided as a response to Pricing Tables should include **ALL** services referenced in the RFP. Two scenarios (**BOTH ARE REQUIRED**) are provided for bidders to provide a Flat Fee Approach and a Unit Price Approach. For both scenarios, please also provide a fee schedule in the format proposed for contract execution that includes all disclaimers, assumptions, and documentation that would be included in an executable form.

Annual Fees for Listed Services per Unit Volume		Flat Fee Approach		Unit Price Approach	
UKRAINE Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
UNITED ARAB EMIRATES Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
UNITED KINGDOM Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
URUGUAY Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
VENEZUELA Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
VIETNAM Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
ZAMBIA Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
ZIMBABWE Buy/Sell Transactions - If None Currently - Please Provide Rate				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
OTHER MARKETS (add as necessary)				USD	0.00
FOREIGN EXCHANGE EXPLICIT CHARGES AND OTHER REVENUE SOURCES PER SCOPE REQUIREMENTS					
Document Your Custodial Foreign Exchange Standing Instruction Spread Approach (Describe Reference Rates / Benchmark Times)		Description of proposed approach for standing instruction defined spread program.		Description of proposed approach for standing instruction defined spread program.	
Custodial Foreign Exchange Explicit Spread (Mark-up / Mark-down) to Reference Rate - Freely Convertible Currencies		bps	0.00	bps	0.00
Custodial Foreign Exchange Explicit Spread (Mark-up / Mark-down) to Reference Rate - "Restricted" Markets		bps	0.00	bps	0.00
Other Transaction Charges (DESCRIBE)		USD	0.00	USD	0.00
Other Transaction Charges (DESCRIBE)		USD	0.00	USD	0.00
Other Transaction Charges (DESCRIBE)		USD	0.00	USD	0.00
Other Transaction Charges (DESCRIBE)		USD	0.00	USD	0.00
Other Transaction Charges (DESCRIBE)		USD	0.00	USD	0.00
ACCOUNT BASED CHARGES FOR CUSTODY/ACCOUNTING SERVICES PER SCOPE REQUIREMENTS					
Cash Account	0	N/A		USD	0.00
Single Line Item Account	16	N/A		USD	0.00
Multiple Line Item Account	2	N/A		USD	0.00
Mutual Fund Account	8	N/A		USD	0.00
Domestic Separately Managed Account	10	N/A		USD	0.00
Global Separately Managed Account	0	N/A		USD	0.00
Composite Investment Option Account	4	N/A		USD	0.00
Monthly Manager Reconciliation Sign-Off	10	N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
ACCOUNT BASED CHARGES FOR PERFORMANCE ANALYTICS SERVICES PER SCOPE REQUIREMENTS					
P&A Account (Line Item)		N/A		USD	0.00
P&A Account (Separate Account)	4	N/A		USD	0.00
P&A Composite	3	N/A		USD	0.00
Daily Unaudited Account Level Returns		N/A		USD	0.00
Monthly Manager Performance Reconciliation	4	N/A		USD	0.00
Compliance Base Fees (if any) (IMPLEMENTATION AT OHIO DC OPTION)	1	N/A		USD	0.00
Monthly Compliance (restrictions based monitoring) per Separate Account (IMPLEMENTATION AT OHIO DC OPTION)	10	N/A		USD	0.00
Monthly Standard Benchmarks		N/A		USD	0.00
Monthly Custom Benchmarks		N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
Other Account Based Charges (DESCRIBE)		N/A		USD	0.00
CLASS ACTION NOTIFICATION, REPORTING AND FILING CHARGES					
Online Access to Class Action Information (provided - yes / no)					
Charges to provide ongoing proof of claim filing (describe approach and charges)					
Non-Incumbent - Charges to take on historical transactional data and use to file historical proofs of claim	1	USD	0.00	USD	0.00
Any/All Other Charges (Explain)	1	USD	0.00	USD	0.00

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Annual Fees for Listed Services per Unit Volume		Flat Fee Approach		Unit Price Approach	
TRANSFER AGENCY SERVICES AND TECHNOLOGY INTEGRATIONS					
Estimated transfer agency services and technology integrations fees and terms annual economic impact	1	USD	0.00	USD	0.00
Please document and describe any additional fees that may be assessed for providing transfer agency services, investment option trading, and/or technology integrations for Ohio DC. Please clearly identify any additional terms, conditions and assumptions relied upon.					
OTHER FEES AND TERMS					
Estimated Other Fees and Terms Annual Economic Impact	1	USD	0.00	USD	0.00
Confirm that you have attached a proposed fee exhibit documenting this proposed economic relationship in a form that would be suitable for contract negotiation with Ohio DC. Please clearly identify any additional terms, conditions and assumptions relied upon.					

Calculated Totals		Flat Fee Approach		Unit Price Approach	
BASE FEE FOR SERVICES PER SCOPE REQUIREMENTS (Five Year Average)			0.00		0.00
ASSET BASED CHARGES FOR CUSTODY/ACCOUNTING SERVICES PER SCOPE REQUIREMENTS					0.00
ASSET BASED STIF INVESTMENT MANAGEMENT CHARGES FOR SERVICES PER SCOPE REQUIREMENTS			0.00		0.00
HOLDINGS BASED CHARGES FOR SERVICES PER SCOPE REQUIREMENTS					0.00
TRANSACTION BASED CHARGES FOR SERVICES PER SCOPE REQUIREMENTS					0.00
FOREIGN EXCHANGE EXPLICIT CHARGES AND OTHER REVENUE SOURCES PER SCOPE REQUIREMENTS			0.00		0.00
ACCOUNT BASED CHARGES FOR CUSTODY/ACCOUNTING SERVICES PER SCOPE REQUIREMENTS					0.00
ACCOUNT BASED CHARGES FOR PERFORMANCE ANALYTICS SERVICES PER SCOPE REQUIREMENTS					0.00
CLASS ACTION NOTIFICATION, REPORTING AND FILING CHARGES			0.00		0.00
TRANSFER AGENCY SERVICES AND TECHNOLOGY INTEGRATIONS			0.00		0.00
ESTIMATED OTHER FEES AND TERMS			0.00		0.00
GRAND TOTAL			0.00		0.00